



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bid **DATE:** 2/23/2024

ID Number: 2913 **Title:** Shake Roof Replacement at Historic Brattonsville

Due Date/Time: March 26, 2024 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress Street
York, SC 29745

Pre-Solicitation Site Visit: March 14, 2024 at 10:00 a.m.

Historic Brattonsville
1444 Brattonsville Road
McConnells, SC 29726

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than March 20, 2024 at 4:00 p.m.

Tentative Date of Council Approval: April 15, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The Culture & Heritage Museums of York County (CHM) request bids for the replacement of shake roofs at Historic Brattonsville located at 1444 Brattonsville Road, McConnells, SC 29726. Response must include cost for all permits, all labor, and materials. All references to brand name shall be interpreted as brand name or equivalent.

1.2 Scope of Work

The Work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals; and of performing all work necessary to complete all specified work in accordance with the project specifications outlined in Section 1.3 of this IFB.

- A. Remove and replace the shake roof and spaced sheathing boards on the Work Barn with new nominal 1-in x 4-in bandsawn spaced sheathing boards and 24-in Decay Resistant, certified Certi-Split® Tapersplit cedar shakes. This roof is approximately 580 square feet; contractor is responsible for verifying all measurements in the field.
- B. ADD ALTERNATE: Remove and replace the 5-v tin roof and spaced sheathing boards on the Original Smoke House with new nominal 1-in x 4-in bandsawn spaced sheathing boards and 24-in Decay Resistant, certified Certi-Split® Tapersplit cedar shakes. This roof is approximately 220 square feet; contractor is responsible for verifying all measurements in the field.
- C. ADD ALTERNATE: Remove and replace the 5-v tin roof on the Original Outbuilding with 24-in Decay Resistant, certified Certi-Split® Tapersplit or cedar shakes. Replace existing spaced sheathing boards as necessary to match existing boards. This roof is approximately 370 square feet; contractor is responsible for verifying all measurements in the field.
- D. Work and installation shall be warranted for five years from date of completion.

1.3 Project Specifications

The specifications outline the materials and labor required to complete this project. The specifications are prescriptive in nature and are organized into three sections: General, Products, and Execution. Adherence to the specifications is essential in maintaining

Historic Brattonsville's authenticity standards and performance of the shake roofs being installed by the successful bidder.

1.3.1 General Specifications

1.3.1.1 Summary

The work consists of:

- A. Removal of wood shake roofing and installation of wood shake roofing on the Work Barn.
- B. Removal of 5v crimp roofing and installation of wood shake roofing on the Original Outbuilding and Original Smoke House behind the Brick House.

1.3.1.2 Reference

Work must be in accordance with:

- A. U.S. Department of the Interior, National Park Service
 - 1. Preservation Brief 4: Roofing for Historic Buildings
 - 2. Preservation Brief 19: The Repair and Replacement of Historic Wooden Shingle Roofs
- B. U.S. Department of the Agriculture, U.S. Forest Service
 - 1. Installation, Care, and Maintenance of Wood Shake and Shingle Roofs
- C. Cedar Shake and Shingle Bureau (CSSB)
 - 1. New Roof Construction Manual
- D. National Roofing Contractors Association
 - 1. NRCA Roofing and Waterproofing Manual, section on wood shake and shingle roofing

1.3.1.3 Pre-installation Meetings

Successful Bidder must:

A. Conduct pre-installation meeting at Historic Brattonsville

1.3.1.4 Submittals

The following must be submitted upon completion of project:

- A. Product Literature: Technical product data and safety data sheets (SDS) as applicable for each type of product used in the project.
- B. Samples for Verification:
 - 1. Full range of full-sized shakes for shape, cut, size, and texture. Minimum of 10 shakes.
 - 2. Each type of fastener.
- C. Maintenance Stock: Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Wood Shakes: 150 sq. ft. of 24-in Decay Resistant, Certi-Split® Tapersplit cedar shakes., in unbroken bundles.
- D. Guarantee: Provide a manufacturer's or installer's guarantee covering both material and workmanship. Roof guarantee shall be for a period of five years from the date of completion.

1.3.1.5 Quality Assurance

- A. Historic Significance: Brattonsville is listed as a historic district on the National Register of Historic Places. This designation honors historic structures of significance to the United States. Care shall be taken to protect the buildings and property from damage during the work of the project. All work shall be undertaken to protect, retain, and preserve existing materials and character-defining features.
- B. Installer Qualifications: All work shall be performed by skilled contractors and/or roofers trained and qualified in installation techniques and procedures of shake roofing and have no less than five (5) years successful experience working on projects similar in scale and scope to this project. Experience working on historic preservation projects is preferred.
- C. Bidder Qualifications: Bidder must be certified for chain of custody by an FSC-accredited certification body.

- D. Manufacturer Qualifications: Manufacturer must be a qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.
- E. Grading Agency Qualifications: Bidder must use an independent testing and inspecting agency recognized by authorities having jurisdiction as qualified to label wood products for compliance with referenced grading rules.
- F. Mockups: Successful Bidder must build mockups to verify selections made under sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Approval of mockups does not constitute approval of deviations from specifications unless CHM-designated project manager specifically approves such deviations in writing.

1.3.1.5 Delivery, Storage, and Handling

Bidder must:

- A. Store roofing materials in a dry, well-ventilated location protected from weather and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double stack rolls. Protect from sunlight until installation.
- C. Protect unused roofing materials from weather and moisture when left overnight or when work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.3.1.7 Project Conditions

- A. Weather Limitations: Bidder must proceed with installation only when existing and forecasted weather conditions permit product installation and related work to be performed according to manufacturer's written instructions and warranty requirements.
- B. Protection of Buildings: At the end of each workday, Bidder must ensure that the interior of each building is secure, protected, and weathertight.

- C. Protection of Landscape: Bidder shall take necessary measures to protect the surrounding landscape from damage. Any damage caused by Bidder's materials or equipment shall be repaired at the Bidder's expense.
- D. Protection of Visitors: The site will remain open to the public during work. Bidder shall take necessary measures to protect visitors and restrict access to work areas as required.

1.3.2 Product Specifications

1.3.2.1 Performance Requirements

- A. Decay Resistance: Provide wood products treated according to AWPA U1 and CSSB Certi-Last®, chromated copper arsenate (CCA) pressure treatment; with a minimum of 0.40 lb/cu. ft. retention.
 - 1. Identification: Attach a label to each bundle of wood products; identify manufacturer, chemical treatment, method of application, purpose of treatment, and warranties available.
- B. Certified Wood: Wood products shall be certified as "FSC Pure" or "FSC Mixed Credit" according to FSC STD-01-001 and FSC STD-40-004.
 - 1. Grading Rules: Provide wood products that comply with Cedar Shake & Shingle Bureau's (CSSB Certigrade®) and APA – Engineered Wood Association's grading rules for products indicated
 - 2. Identification: Attach a label to each bundle of wood products that identifies manufacturer, type of product, grade, dimensions, and identification mark of grading agency acceptable to authorities having jurisdiction.

1.3.2.2 Roof Shakes

- A. Split Cedar Shakes for the Work Barn, Original Outbuilding, and Original Smoke House: Certi-Split® Tapersplit cedar shakes; split on both faces.
 - 1. Grade: Premium, CSSB Certigrade® Blue Label
 - 2. Length: 24 inches, with 15-inch long starter course
 - 3. Thickness: 3/4 inch minimum at butt
 - 4. Treatment: Decay Resistant (CSSB Certi-Last®)

1.3.2.3 Roof Sheathing

A. Spaced Sheathing:

1. Nominal 1-inch x 4-inch rough sawn, softwood boards replace all existing boards on the Work Barn and Original Smoke House
 - a. Southern pine: No. 2, Dense graded under Southern Pine Inspection Bureau (SPIB) rules
 - b. Lumber shall be band-saw sawn lumber
 - c. Provide seasoned lumber with 19% maximum moisture content at time of dressing and shipment for size 2 inches or less in nominal thickness
2. Size rough sawn, softwood boards to match existing boards and replace as necessary on the Original Outbuilding.
 - a. Southern pine: No. 2, Dense graded under Southern Pine Inspection Bureau (SPIB) rules
 - b. Lumber shall be band-saw sawn lumber
 - c. Provide seasoned lumber with 19% maximum moisture content at time of dressing and shipment for size 2 inches or less in nominal thickness

1.3.2.4 Accessories

- A. Interlayment: ASTM D 226 Type II Asphalt Felt (No. 30). Interlayment shall not be visible on the interiors of the structures.
- B. Roofing Nails: ASTM F 1667, stainless-steel, Type 316, box-type wire nails, sharp pointed, and of sufficient length to penetrate a minimum of 3/4 inch into sheathing. Nail points shall not be visible on the interiors of structures.
- C. Ridge Nails: hot-dipped galvanized steel cut shingle nails, blunt pointed, and of sufficient length to penetrate a minimum of 3/4 inch into sheathing. Nail points shall not be visible on the interiors of structures.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide the following:
 - a. Tremont Nail Company: galvanized steel cut Shingle Nail.
- D. Sheathing Nails: ASTM F 1667, hot-dipped galvanized steel wire nails, sharp pointed. Length of nails shall be sufficient to extend 1 inch into supports.

1. 8d or larger nails shall be used for fastening spaced sheathing to rafters. Nail points shall not be visible on the interiors of structures.
2. 16d or larger nails shall be used for fastening solid sheathing through existing spaced sheathing to rafters. Nail points shall not be visible on the interiors of structures.

1.3.3 Execution Specifications

1.3.3.1 Removal

Bidder must:

- A. Remove existing shake and 5-v crimp roofing, fasteners, and flashing to accommodate replacement with new roofing. Sweep thoroughly. Remove all sealants and/or adhesives associated with removed flashing mechanically and/or with approved cleaners as required. Dispose of old roofing materials in landfill.
- B. Carefully, remove existing spaced sheathing and fasteners from Original Outbuilding, as necessary, and Original Smoke House, in its entirety. Sweep thoroughly. Sheathing and fasteners to be salvaged for and retained by the Culture and Heritage Museums.
- C. Carefully, remove all spaced sheathing and fasteners from Work Barn. Sweep thoroughly. Dispose of old roofing materials in landfill.

1.3.3.2 Preparation of Substrate

Bidder must:

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Examine existing roof sheathing to verify that sheathing joints are supported by framing and blocking and that installation is within flatness tolerances.

- a. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings.
- B. Replace all spaced sheathing boards on Work Barn and Original Smoke House with 1-inch x 4-inch sheathing boards properly spaced for 7 1/2-inch weather exposure.
- C. Remove any damaged spaced sheathing boards and replace with new sheathing boards to match existing size and thickness on the Original Outbuilding. These spaced sheathing boards vary in size with some up to 16-inches wide. Maintain spacing between sheathing boards for 7 1/2-inch weather exposure.

1.3.3.3 Shake Installation

Bidder must:

- A. General: Install wood-shake roofing according to recommendations in CSSB's "New Roof Construction Manual" and NRCA's "NRCA Roofing Manual: Steep-Slope Roofing Systems."
- B. Install wood-shake starter course along lowest roof edge.
 - 1. Install in one layer
 - a. Extend 1 1/2 inches over fascia or rafter tails
 - b. Extend 1 inch over rake edge.
- C. Install first course of wood shakes directly over starter course with joints offset a minimum of 1 1/2 inches and in continuous straight-line courses across roof deck. Install second and succeeding courses of wood shakes in continuous straight-line courses across roof deck.
 - 1. Extend 1 inch over rake edge.
- D. Interlayment: Interlay 8 or 9-inch wide strip of felt over top portion of first and each succeeding course. Set bottom edge of felt interlayment at a distance of 14 inches above the shake butt.
 - a. Interlayment shall NOT be visible on the interior or exterior of structures.

- E. Offset joints between shakes in succeeding courses a minimum of 1 1/2 inches.
- F. Space shakes a minimum of 3/8-inch and a maximum of 1/2-inch apart.
- G. Fasten each shake with two nails spaced 3/4 to 1-inch from edge of shake and 1 1/2 to 2 inches above butt line of succeeding course. Drive nails flush with top surface of shakes without crushing wood.
- H. Maintain weather exposure of 7 1/2 inches for 24-inch-long shakes.
- I. Install a projecting comb ridge with the northern slope projecting over the southern slope. The comb should extend a minimum of 4 inches and a maximum of 6 inches above the roof's apex. Maintain weather exposure. Lap shakes at ridges to shed water away from direction of prevailing winds.
 - 1. Install concealed strip of felt interlayment over apex.
 - a. Interlayment shall not be visible on the exteriors or interiors of the structures.
 - 2. Where nail heads are visible use galvanized steel cut shingle nails. Drive nails flush with top surface of shakes without crushing wood.

1.3.3.4 Cleaning

Bidder must:

- A. Maintain site in an orderly and clean manner at all times.
- B. Clean site of debris, nails, etc. at the completion of each day. Dispose of waste properly. Bidder to pay all disposal fees.
- C. Clean site at completion of project & work as found acceptable to CHM-designated project manager.

1.3.3.5 Roofing Installer's Warranty

Successful Bidder must provide at completion of project:

Installer's Warranty: On warranty form below, signed by Installer, in which Installer agrees to repair or replace installed products that fail in materials or workmanship within specified warranty period.

Warranty Period: Five years from date of completion.

Warranty Form

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
1. Owner: <Insert name>.
 2. Address: <Insert address>.
 3. Building Name/Type: <Insert information>.
 4. Address: <Insert address>.
 5. Area of the Work: <Insert information>.
 6. Acceptance Date: <Insert date>.
 7. Warranty Period: <Insert time>.
 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for the designated Warranty Period of Five Years,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 70 mph;
 - c. Fire;
 - d. Failure of the load-bearing walls, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of chimneys, equipment supports, and other edge conditions and penetrations of the work; and

- f. Defects or failure resulting from abuse by the Owner.
- 2. During the Five-Year Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
- 3. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
- 4. Owner has the right, at any time during the Five-Year Warranty Period, to make emergency repairs to protect the contents of the building or the building itself from damage due to leaking. The cost of emergency repairs made during the five-year warranty period shall be borne by the Roofing Installer and action by the Owner shall not invalidate the warranty.
- 5. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.

- 1. Authorized Signature: <Insert signature>.
- 2. Name: <Insert name>.
- 3. Title: <Insert title>.

SECTION 2 OTHER REQUIREMENTS

2.1 General

All materials should be new and unused

York County and CHM reserves the right to reject any and all bids not meeting the above specifications.

2.2 Safety

Awarded Bidder must protect job site per South Carolina LLR and OSHA requirement, this includes contractors and general public.

2.3 Contractor License Requirements

The Bidder must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

If applicable, the Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. All Bidders shall hold all valid and current applicable South Carolina Contractor's Licenses, with the appropriate classifications and limitations to satisfy the proposed scope of work and bid amount.

2.4 Bid Security

Each Bid must be accompanied by a cashier's check or Bid Bond made payable to York County in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$30,000. Generally, the bid security the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Attorneys-in-Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

Failure of the accepted Bidder to execute a Contract and file acceptable bonds within ten (10) days after a written Notice of Award or Purchase Order has been given shall be just cause for the annulment of the award and the forfeiture of the bid security to York County as liquidated damages for damages sustained by York County. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

2.5 Performance and Payment Bonds

If the total bid exceeds \$50,000.00, Simultaneously with the submission of the executed Contract to York County, a Bidder to whom a Contract has been awarded must deliver to York County executed Performance and Indemnity and Payment Bonds if the total bid on the prescribed forms each in an amount equal to one hundred percent (100%) of the total amount of the Contract Amount, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Indemnity and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of South Carolina and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer

who signs the Performance and Indemnity and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Indemnity and Payment Bonds shall remain in force for one (1) year from the date of final payment of the Work as a protection to York County against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period.

Qualification of Sureties shall be as described in the General Conditions.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

Electronic submittals must include a copy of the bid bond when applicable and any other required documents.

For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal.

Each response shall be submitted on the Bid Form as furnished, which includes bid price, acknowledgment of any addendum, Bidder's information and signature.

In Person/Courier Delivered Submittals: If Offeror elects to submit proposal in person or by mail instead of electronic submission, proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a

firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

3.2 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

3.3 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid Form included herein. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

3.4 Inquiries

General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

4.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

4.3 Modification of Bids

York County does not allow modification of Bids after deadline.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor.

Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.5 Terms of Contract

The contract term shall be from issuance of Purchase Order to delivery of installation and acceptance by owner of shake roofs described in this document. Proof of the specialty shake order must be received by CHM-designated project manager within 15 days of receipt of purchase order. Once the shakes are delivered the installation of roof should commence within 15 days.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County

of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.6 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.7 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.8 Protest

Any prospective bidder, Bidder, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, Bidder, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provide.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with

this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm may be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their bid which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the bid package as confidential. Failure to do so or to mark the entire bid package as confidential may result in disclosure of that information.

5.15 Non-Collusion Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected

to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

5.20 Payment and Shipping Terms

All shipments are to be F.O.B. destination, freight prepaid unless otherwise stated. South Carolina Sales Tax is applicable on goods purchased in South Carolina and on goods shipped to York County from any other State by vendors possessing a South Carolina Sales Tax number. This purchase is considered a single contract. TERMS: NET 30 DAYS