



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bid **DATE:** 3/26/2024

ID Number: 2917 **Title:** Turnout Gear for Fire Safety Services

Due Date/Time: April 11, 2024 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than April 4, 2024 by 4:00 p.m.

Tentative Date of Council Approval: May 6, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The purpose of this request is to solicit for sealed bids on behalf of York County's Fire Safety Department, from qualified vendors who can offer Globe manufactured firefighting turnout gear in accordance to the features/specifications as described in this request or equivalent. All bidders are required to propose only first quality products that are guaranteed and warranted by the manufacturer.

The York County Fire Safety Department currently uses Globe manufactured firefighting gear. Therefore, in an effort to maintain standardization of existing equipment, Globe GXCEL turnout coats and the Globe pants system or equivalent turnout gear, will be considered for purchase. York County shall be the determiner of equivalent.

York County intends to enter into a contract agreement and to purchase a minimum of twenty-five (25) initial sets of structural firefighting turnout gear and additional sets on an "as need" basis from the time of award through December 31, 2024. The successful bidder's quoted unit prices shall be firm from time of award until December 31, 2024.

The Procurement Department intends to issue an open purchase order to the successful bidder for a minimum of 25 sets of turnout gear and additional sets to be shipped on an as needed basis to the Department of Fire Safety, 2500 McFarland Rd, York, SC 29745, c/o Rickey Wilson. Invoices for each set of turnout gear should note the open purchase order number as well as the using fire department and fireman's name. Invoices should also be sent to Rickey Wilson for approval. If applicable, freight should be added to each invoice.

It is the intent of this request to give equal consideration to all proposing vendors. Price, service, and delivery time will be factors in making a purchasing decision.

1.2 SCOPE

This document specifies the materials and construction of protective clothing that helps protect the firefighter's upper body, excluding head and hands, from exposure to steam, water penetration, temperature extremes, hot particles, and other hazards associated with structural firefighting activities. All materials and construction shall meet or exceed NFPA Standard 1971 (2018 edition) and/or OSHA guidelines for structural firefighting protective clothing and OSHA guidelines for occupational exposure to blood borne pathogens.

Additionally, the gear is to provide protection during structural firefighting operations where there is a threat of fire, or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

All proposed gear shall be new, unused, first quality in its design, considered state of the art in fire protection equipment, and currently in manufacture. Gear that has been used for demonstrations is not acceptable and will not be considered.

All bidders are requested to attach appropriate color brochures, specification sheets, and user references, with their response. All bidders are requested to attach in their response the following:

- Price
- The manufacturer's name
- The proposed model
- References
- Warranties
- Additional cost
- Product description/specifications, and
- Any other system/product information of interest

In the event there has been an industry change in standards or design improvements in any item of turnout gear being requested under these specifications which enhances the quality or performance of the gear; the bidder shall offer the upgraded gear for purchase under the same pricing determination established under these specifications.

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

1.3 SIZING:

- The successful bidder shall assist departments with onsite measuring of jackets and trousers by providing sizing samples and/or technical advice. Assistance shall be within 72 hours of request or as agreed.
- In addition to sizing specification stated in these specifications, all sizing criteria shall conform to, or exceed the requirements of, NFPA Std. #1851, 2018 edition.
- The bidder shall offer exchange privileges on all items to ensure proper fit.

1.4 LOCATION/DELIVERY

All turnout gear shall be delivered to the Fire Training Center which is located at 2500 McFarland Rd, York, SC within 45 calendar days of the submittal of order.

Normal operating hours (8:00 a.m. -5:00 p.m.) Monday – Friday.

THIS SPACE IS INTENTIONALLY LEFT BLANK

1.5 SPECIFICATIONS

CATEGORY ONE

MATERIALS, DESIGN & CONSTRUCTION

Please check:

COMPLIANCE: The manufacturer shall provide independent third-party certification to verify that garment meets/exceeds NFPA Standard 1971 (2018 edition).

COMPLY _____ EXCEPTION _____

MATERIALS AND LABELING

OUTER SHELLS: Flex 7 water repellent finish. Color is to be natural OR black. (Color to be specified for each order)

COMPLY _____ EXCEPTION _____

MOISTURE BARRIER: CROSSTECH Black (Type 2F) PTFE/Nomex Pajama Check laminated membrane.

COMPLY _____ EXCEPTION _____

THERMAL LINERS: Glide ICE face cloth quilted to DWR treated 2.3 oz NOMEX/Kevlar spunlace & DWR treated 1.5 oz AraFlo. TPP > 41 or Higher

COMPLY _____ EXCEPTION _____

THREAD: All thread shall be Nomex.

COMPLY _____ EXCEPTION _____

LABELS: The outer shell and liner system shall each have a permanently attached label containing the following information: name of manufacturer, NFPA compliance, warnings, care and maintenance, type of material, ID number, size, date of manufacture, and order number.

COMPLY _____ EXCEPTION _____

COAT DESIGN AND CONSTRUCTION

CONSTRUCTION: The outer shell shall be constructed using stitch types 301, 304, 401, and 516. The thermal liner and moisture barrier shall be constructed with stitch types 301, 304, 504, and 516.

COMPLY _____ EXCEPTION _____

BODY: The body of the outer shell and the liner shall be constructed of 3 separate panels. A layer of moisture barrier material shall be sewn inside the front panels of the outer shell at the front closure to provide additional moisture resistance.

COMPLY _____ EXCEPTION _____

SIZES: The coat shall be 32" long, measuring from base of collar to coat hem. The coats shall be available in even chest sizes.

COMPLY _____ EXCEPTION _____

DRAG RESCUE DEVICE (DRD): A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a minimum 1.5" wide Kevlar® strap will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap shall be accessed through a portal between the shoulders on the upper back where it shall be secured in place by a hook and loop fastener strap. The access port shall be covered by an outside flap with a reflective patch or trim for conspicuity.

COMPLY _____ EXCEPTION _____

THERMAL LINER AND MOISTURE BARRIER CONSTRUCTION: Thermal liner and moisture barrier shall be bound together with a 1.5" FR Neoprene coated binding that is 2 needle lock stitched to support and retain shape. Each liner shall have a 7" x 10" liner pocket constructed of thermal liner material. An additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This thermal layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5" and from the juncture of the collar down the back to a depth of approximately 7.5". The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Additionally, the liner shall separate at the hem for the purpose of inspection.

COMPLY _____ EXCEPTION _____

SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with a minimum 7/8" wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive.

COMPLY _____ EXCEPTION _____

METHOD OF ATTACHING THERMAL LINER AND MOISTURE BARRIER TO OUTER SHELL: Standard coat liner shall be completely removable. The liner shall attach to the outer shell with Hook and loop fastener lined across neck facing and four snaps, or zippers, along front facings. Three snaps on each sleeve shall secure liner at sleeve water

well. Liner system shall be no more than 2" or more above bottom hem of outer shell, and within 1" from outer shell sleeve end.

COMPLY _____ EXCEPTION _____

COLLAR AND THROAT TAB: The collar shall be no less than 3" high for its full length. Top- collar and under-collar shall be outer shell material as specified. Collar lining shall consist of two layers of moisture barrier material and one layer of outer shell material. Throat tab shall be constructed the same as collar and shall be scalloped in design. A hook and loop fastener patch (hook side) shall be sewn 1.5" x 3" to the right side of collar for purposes of fastening throat tab, and a similar patch shall be sewn to opposite side for purpose of stowage. A hook and loop fastener patch (loop side) 1.5" x 2" shall be sewn to end of throat tab. A hanger loop shall be sewn on the inside of the coat directly above the attachment of collar to body of coat.

COMPLY _____ EXCEPTION _____

SLEEVES: The sleeves shall be of two-piece construction. The under-sleeve seam shall be 3-needle felled locked construction. The outer sleeve seam shall be 3-needle top stitched. There shall be a seamless underarm bellow to reduce rise of the coat when arms are overhead, and the sleeves shall be contoured to follow the flex of the arm.

COMPLY _____ EXCEPTION _____

CUFF REINFORCEMENT: The sleeve cuff shall be reinforced with one piece of polymer coated Kevlar. The cuff shall be not less than 2" in width with approximately 1" outside and 1" inside. The cuffs shall be double stitched. The color shall be Gray.

COMPLY _____ EXCEPTION _____

SLEEVE WATERWELL AND WRISTLET: The coat sleeves shall have a water-well designed to prevent liquids from entering the sleeve. The water-well shall have a depth of approximately 6" and shall be constructed of thermal liner and moisture barrier material to ensure full protection to end of the sleeve. The water-well shall have an 8" Nomex/Spandex wristlet with thumbhole opening sewn to end of sleeve. Dark in color.

COMPLY _____ EXCEPTION _____

STORMFLAP: The storm flap shall be a minimum of 5" x 25" long. The storm flap shall consist of 3 layers of fabric, double stitched to the right side of the coat. A layer of moisture barrier material shall be placed between the two outer shell layers. Both the top and bottom of storm flaps shall be reinforced with bar tacks.

COMPLY _____ EXCEPTION _____

COAT CLOSURE: Hook and Loop outside; Zipper inside. The coat front closure shall consist of a 22" heavy duty brass zipper under the storm flap. The storm flap shall be closed with hook and loop. A 1.5" x 20" strip of loop shall be sewn along the edge of the storm flap starting at top. A corresponding strip of hook shall be sewn along the left front of the coat to match the loop on the storm flap.

COMPLY _____ EXCEPTION _____

FLEX-WING / ACTION BACK DESIGN: The outer shell shall have two inverted pleats (one each side) installed at the seam connecting the front and back body panels to provide enhanced mobility and freedom of movement. The inverted pleats shall begin at the back of each shoulder reinforcement layer and extend vertically down the sides of the jacket. The thermal liner/moisture barrier shall have a single inverted pleat located at the upper middle of the back.

COMPLY _____ EXCEPTION _____

CARGO/HANDWARMER EXPANSION (CENTER BELLOWS) POCKETS: Two, 9"H x 10" W x 2" D center bellows pockets, shall be made of outer shell material and single-needle locked stitched to the left and right front panel of the coat. Pockets shall have 1.5" x 3" hook and loop (hook side) positioned horizontally and stitched to the pocket. The 4" x 11" pocket flaps, made of two layers of outer shell material, shall be double-needle lock stitched to coat and secure with 1.5" x 3" hook and loop (loop side) centered on underside of flap, positioned vertically. A corresponding 1.5" x 3" hook and loop (hook side) shall be centered on pocket, positioned horizontally. Each pocket shall have drainage at bottom

of pocket. Retro-reflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Center Bellow pockets shall be self-material reinforced. Additionally, a separate hand warmer pocket compartment will be provided under the expandable bellows pocket. This compartment will be accessed from the rear of the pocket, this pocket shall be lined with some type of thermal material (thermal barrier/ fire resistant Nomex fleece).

COMPLY _____ EXCEPTION _____

BELLOWS RADIO POCKET: (pocket location to be specified, right or left) One, bellows-style radio pocket 7"H x 3.5" W x 2" D inside dimensions, shall be made of outer shell material and single-needle lock stitched to the left or right chest. Two-layer 4.5" x 4.5" pocket flap shall be made of outer shell material and secured with 2" x 2" hook and loop. Drainage shall be provided at the bottom of the pocket. This pocket shall be lined with Neoprene moisture barrier. This pocket shall be located on the upper left or upper right chest.

COMPLY _____ EXCEPTION _____

MICROPHONE STRAP: Two each 2"x 1/2" self mic straps shall be constructed of double layer outer shell material to hold a microphone for a portable radio. The straps shall be sewn to the coat at the ends only. A microphone strap shall be attached to the upper left and upper right chest area, near the collar.

COMPLY _____ EXCEPTION _____

HELMET SNAP: A helmet snap shall be attached to the upper chest area opposite side from the radio pocket, approximately 3" below the microphone strap.

COMPLY _____ EXCEPTION _____

SURVIVOR LIGHT HOLDER: A snap shall be attached to the upper chest area opposite side from the radio pocket for the ring on the top of the Survivor Light to attach to. Two

Velcro straps will be placed below this snap; these straps will overlap around the base of the survivor light and attach to each other to secure the bottom of the light.

COMPLY _____ EXCEPTION _____

RETROREFLECTIVE FLUORESCENT TRIMS: (color to be specified for each order)

Lime/Yellow Triple Scotchlite (L/Y borders with silver center)

Red/Orange Triple Scotchlite (R/O borders with silver center)

COMPLY _____ EXCEPTION _____

TRIM CONFIGURATIONS: The trim shall be New York configuration 2 rows of 2-needle stitched to outer shell: one 3" band around coat hem, one 3" band across chest and back of coat, and two 3" bands on each sleeve, one 2" above sleeve end and one to be in line with chest stripe.

COMPLY _____ EXCEPTION _____

ID LETTERS AND NUMBERS: (name patch or name flap to be specified for each order)

3" Scotchlite letters and numbers lime/yellow or red/orange to match trims.

The ordering Fire Department's name shall be on upper yoke of back of coat with FD or VFD, as specified, centered below the fire department name.

The firefighter name shall either be on a removable PBI Velcro name patch on the lower portion of coat above lower trim, or on a PBI removable name tail with Velcro and snaps.

COMPLY _____ EXCEPTION _____

CATEGORY TWO

TROUSER DESIGN AND CONSTRUCTION

CONSTRUCTION: The trousers shall have four separate panels, two in front and two in back. The 3" wide, inner waist facing shall be lined with moisture barrier material and have eight snaps spaced evenly around facing. A semi-high back panel shall be stitched to the rear of the trouser at the waist area. The high-back panel shall extend not less than 2.5" above the waist. The high-back shall be of 3-layer construction consisting of outer shell, moisture barrier and thermal liner materials. Leather tabs shall hold liner system snaps to trouser outer shell at bottom of trouser leg.

The outer shell shall be constructed using stitch types 301, 304, 401, and 516. The thermal liner and moisture barrier shall be constructed with stitch types 301, 304, 504, and 516. Major A seams shall be topstitched, or felled with triple stitching.

COMPLY _____ EXCEPTION _____

SIZES: The trousers shall be available in even waist sizes and inseam lengths.

COMPLY _____ EXCEPTION _____

THERMAL LINER AND MOISTURE BARRIER CONSTRUCTION: A thermal liner and moisture barrier shall be bound together with a 1.5" FR Neoprene coated binding that is 2 needle lock stitched to support and retain shape. The knee area shall have an additional layer of moisture barrier and thermal liner material sewn to the thermal liner.

COMPLY _____ EXCEPTION _____

SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with a minimum 7/8" wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive.

COMPLY _____ EXCEPTION _____

METHOD OF ATTACHING THERMAL LINER AND MOISTURE BARRIER TO OUTER SHELL: The trouser liner shall be completely removable. The liner shall attach to the outer shell with 12 nickel plated brass snaps; eight snaps at the waistband and two at the bottom of each trouser leg. Liner system shall be no more than 2" above bottom edge of outer shell.

COMPLY _____ EXCEPTION _____

FLY FRONT: The fly shall be 11.25" (graded) 2-needle lock stitched to left front panel, and taper from 5.75" at waist to 2.75" at the crotch. There shall be three layers of protection: two layers of outer shell and one layer of moisture barrier material.

COMPLY _____ EXCEPTION _____

TROUSER CLOSURE: The trouser closure shall be hook and loop fastener (graded according to trouser size); hook on right front panel and loop on front fly. The trouser closure shall also be secured by a zipper and compression snap.

COMPLY _____ EXCEPTION _____

BELT CLOSURE SYSTEM: A belt closure system shall be provided on the pants that will take the place of a traditional hook and loop fastener take-up system. The belt shall be adjustable and allow for the individual to wear the trousers with or without suspenders. It shall be an integrated closed belt loop style.

COMPLY _____ EXCEPTION _____

CUFF REINFORCEMENT: The trouser cuff shall be reinforced with one piece of polymer coated Kevlar. The cuff shall be not less than 2" in width with approximately 1" outside and 1" inside. Cuff shall be double stitched. The color shall be Gray.

COMPLY _____ EXCEPTION _____

ANGLED CUFF: The trouser cuff shall be manufactured such that the rear of the trouser is 1.0" to 1.5" shorter than the front of the trouser. Additionally, the liner system shall have a corresponding angled cuff.

COMPLY _____ EXCEPTION _____

BELLOWS POCKETS: Two, 10"H x 10" W x 2" D bellows pockets, shall be made of outer shell material and single-needle locked stitched to the left and right side of the trouser. The pockets shall have 1.5" x 3" hook and loop (hook side) positioned horizontally and stitched to the pocket. The 4" x 11" pocket flaps, made of two layers of outer shell material, shall be double-needle lock stitched to trouser and secure with 1.5" x 3" hook and loop (loop side) centered on underside of flap and positioned vertically. Each pocket shall have drainage at the bottom of the pocket. Divide the right-hand pocket vertically in half.

COMPLY _____ EXCEPTION _____

REINFORCEMENT FOR BELLOWS POCKETS: (Fully Lined) Reinforcement for bellows pocket shall be a full layer of Kevlar twill material 2-needle lock stitched to the inside lower half of the pocket. The right bellows pocket shall be split bellows to allow for two compartments to be utilized. The pocket shall be fully lined with Kevlar twill.

COMPLY _____ EXCEPTION _____

FLEX-KNEE DESIGN: The outer shell and the inner liners (thermal liner and moisture barrier) shall be a pleated design that will allow for enhanced mobility and freedom of movement when kneeling/crawling. Pleats shall be installed vertically on the inseam and side seam and consist of 3 pleats per side. Additionally, the liner system shall have similar pleats to the outer shell and located so as not to interfere with the outer shell pleats.

COMPLY _____ EXCEPTION _____

KNEE REINFORCEMENTS: The knees shall be reinforced with polymer coated Kevlar material. Reinforcements shall be 8" x 11" (graded according to coat size) allowing for contour of the knee and 2-needle lock stitched to the outer shell. The color shall be Gray.

COMPLY _____ EXCEPTION _____

PADDING UNDER KNEE REINFORCEMENTS: Padding for the knees shall be accomplished with two layers of quilted aramid batt. Both layers of aramid batt shall be sandwiched between the shell and the knee reinforcement layers.

COMPLY _____ EXCEPTION _____

RETROREFLECTIVE FLUORESCENT TRIMS: (color to be specified for each order)

- Lime/Yellow Triple Scotchlite (L/Y borders with silver center)
- Red/Orange Triple Scotchlite (R/O borders with silver center)

COMPLY _____ EXCEPTION _____

TRIM CONFIGURATION: The trim shall be NFPA configuration 2 rows 2-needle lock stitched around the outer shell: one 3" band around outer shell of each trouser leg.

COMPLY _____ EXCEPTION _____

H-BACK SUSPENDERS: H-Back suspenders with quick adjust buckles and shoulder padding for added comfort shall be provided.

COMPLY _____ EXCEPTION _____

LABELING: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information:

- Compliance to NFPA Standard #1971 - 2018 edition

- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size
- Fiber contents

COMPLY _____ EXCEPTION _____

SECTION 2 SPECIAL CONDITIONS

2.1 Warranty

The bidder shall provide a minimum of a 5-year warranty on materials and workmanship. A copy of the manufacturer's warranty shall be provided with the bid. The warranty shall include repair to the satisfaction of the County or replacement at no additional cost to the County. The successful bidder shall be responsible for all transportation costs incurred during the warranty period. The County shall be furnished a "no charge" invoice for all work performed under warranty indicating type of work performed and materials replaced.

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

THIS SPACE IS INTENTIONALLY LEFT BLANK

BID FORM

A. Bid Amount

York County is not exempt from paying SC sales tax. Bidders outside of SC should provide sales tax pricing in their Bid. If a firm located outside of SC is the successful Bidder then York County will pay the sales tax directly to the State of South Carolina.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	25	<p>Turnout Coat per specifications contained herein</p> <p>Mfg. _____</p> <p>Model no. _____</p> <p>Delivery: _____ calendar days after receipt of order</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
2.	25	<p>Turnout Pant per specifications contained herein</p> <p>Mfg. _____</p> <p>Model no. _____</p> <p>Delivery: _____ calendar days after receipt of order</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

3.	25	Suspenders for Item #2 above per specifications contained herein Mfg. _____ Model no. _____ SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____	\$ _____
<u>GUARANTEED DELIVERY CALENDAR DAYS:</u> TURNOUT GEAR DELIVERED _____ (INDICATE) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.			SUB TOTAL	
			DELIVERY CHARGE	
			7% SC SALES TAX	
			GRAND TOTAL	

B. Acknowledgement of Addenda

If any Addenda are issued, Bidder hereby acknowledges receipt of all Addenda through and including:

Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

C. Exceptions

D. References

1. _____

2. _____
