



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 5/24/2024

ID Number: 2930

Title: 17 Station Compressors/Fill Stations for Fire Service

Due Date/Time: June 18, 2024 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Point of Contact: Bryant Cook, Procurement Director

Questions Deadline: No later than June 13, 2024 by 4:00 p.m.

Tentative Date of Award: July 15, 2024

PO Box 180, 6 South Congress Street, York, SC 29745
Telephone: 803-684-8520 Fax: 803-684-8580 Web: www.yorkcountygov.com

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The purpose of this request is to solicit sealed bids on behalf of York County Fire Service, from qualified vendors who can bid CENTAUR2 Model CEN2-XXXCCG2 or equivalent Compressor/Fill Stations in accordance to the features/specifications as described in this request. All bidders are required to propose only first quality products that are guaranteed and warranted by the manufacturer.

The Procurement Department intends to issue a purchase order to the successful bidder for a total of 17 Compressor/Fill Stations.

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

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

- Price
- The manufacturer's name
- The proposed model
- References
- Warranties
- Additional costs
- 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 the station compressors being requested under these specifications which enhances the quality or performance of the compressors, the bidder shall offer the upgraded compressors for purchase under the same pricing determination established under these specifications.

1.3 LOCATION/DELIVERY

The responsible vendor shall be responsible for all installation fees, freight cost, delivery fees, and onsite training fees in their proposals. York County Fire shall be providing all appropriate internal electrical wiring and wall mount disconnects at each compressor/fill station site location.

Site locations include:

Bethany Fire
13171 Highway 55 W York, SC 29745

Bethel Fire
3333 Dr. Nichols Rd York SC 29745

Bethesda Fire
1705 Highway 324 Rock Hill, SC 29730

Bullock Creek Fire
2250 Highway 97 Sharon, SC 29742

Clover Fire
115 Bethel St Clover, SC 29710

Flint Hill Fire
2953 Pleasant Rd Fort Mill, SC 29708

Fort Mill Fire
1245 Fort Mill Pkwy Fort Mill, SC 29715

Hickory Grove Fire
5700 Wylie Ave Hickory Grove, SC 29717

Lesslie Fire
2711 Reservation Rd Rock Hill, SC 29730

McConnells Fire
4178 Chester Hwy McConnells, SC 29726

Newport Fire
6143 Old York Rd Rock Hill, SC 29732

Oakdale Fire
2080 Dunlap Roddey Rd Rock Hill, SC 29730

Riverview Fire
1899 Harris Rd Fort Mill, SC 29715

Sharon Fire
3336 York St Sharon, SC 29742

Smyrna Fire
3490 Black Hwy York, SC 29745

York (City) Fire
14 N Roosevelt St York, SC 29745

York County Fire
2500 McFarland Rd York SC 29745

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

1.4 Number of Units

Seventeen (17) Breathing Air Compressor/Fill Stations are being requested; the breakdown is below:

Nine (9) units shall be 220/1/60 VAC

Seven (7) units shall be 2230/3/60 VAC

One (1) unit shall be 208/3/60 VAC

1.5 General Specifications Materials, Design, & Construction

The unit shall be an enclosed package that is manufactured one (1) common base. The unit shall be packaged in an appliance style fashion and all exposed ferrous metal panels shall be powder coat painted. The unit shall be manufactured with four (4) through holes on the base mount plate to facilitate the customer's needs to bolt the unit to the floor if deemed necessary. All components on the unit shall be located inside the confines of the base with the approximate dimensions of the unit. 84" W x 34 1/8" D x 72" T

There shall be two (2) bolt on style panels on the rear of the unit. The rear top panel shall be designed to be removed if major work on the compressor block is required, and the rear lower panel shall be designed to be removed to gain access to the electric drive motor. There shall be a left-hand and a right-hand hinged access door to facilitate service and minor repairs on the unit. Each door shall have dual latching locks that require only a one finger push action to perform the function of deactivating the lock(s). The left door shall be equipped with a safety switch. The safety switch shall be integrally wired to the PLC to eliminate the possibility of startup of the unit while the door is in the open position. If the unit is in the operational mode and the access door is dislodged, the unit shall immediately cease operation, as well as provide the operator with the correct information, on the display screen, that the left door is ajar. An audible alarm shall also sound if the door is dislodged while in the operating mode.

There shall be a lower door on the front of the unit to gain access to the purification system and other vital control components. This door shall have dual latching locks that require only a one finger push action to perform the function of deactivating the lock(s). The operator panel shall be located on the front of the machine. It shall be located at a reasonable height so that the operator can perform all the operational and calibrating duties required, as well as monitor vital visual components without stress to oneself. The operator panel shall have a clearly marked and labeled gauge for each stage of compression. The oil pressure, purification pressure, and the control pressure shall be displayed as an analog and a digital gauge on the display screen. The operator panel shall have an interactive display screen that can notify the operator of the current status of the unit, allow for further interactions, as well as perform the ON/OFF feature. The operator panel shall have a palm style Emergency Stop button, a non-resettable analog hour-meter, and an audible alarm. The operator panel shall have a centrally located hinged, fold down door to gain rear access to all the panel mounted components.

There shall be a removable top panel on the unit. The top panel shall contain an electric fan to discharge heat from the internal cabinet while the unit is in the operational mode. The fan shall be covered and shrouded to eliminate the chance of foreign objects entering the bladed area. Additionally, there shall be a 1 1/2" FNPT port mounted on the top panel. This port shall facilitate the use of an outside air intake, if desired.

1.6 Compressor/Fill Station Package features

A PLC (programmable logic controller) shall be located on the left-hand access door. It shall be covered and shrouded. A keypad interface (HMI) display screen shall be located on the operator's panel. All compressor functions and faults are viewed on the display screen as their function occurs. The ON/OFF function shall be controlled from the same location. A green colored background is displayed, on the screen, for all normal information. A red colored background is displayed, on the screen, for information such as a fault input. The standard fault inputs shall be displayed as motor overload, door switch(es), high CO, high temperature, high ambient temperature, low oil pressure, power loss, auto condensate failure and high condensate fluid level. All faults shall be accompanied by an audible alarm. All audible alarms shall be accompanied by an "Acknowledge" button on the screen. This shall allow the operator the choice to silence the alarm after the fault has been signaled. All electrical solenoids and control related appliances shall operate at 24 VDC. One (1) exception is the cabinet exhaust fan that shall operate at 120 VAC.

Sample Tap System (STS). There shall be an air quality sampling port located on the operator's panel. This system shall facilitate the process of retrieving an air sample, using a third-party air testing retrieval vessel. It shall have an interactive tutorial on the display screen to guide the operator through the process of retrieving an air sample.

A standard ODP electric motor shall be used as the prime mover. The horsepower and voltage of the motor shall be 10.0 horsepower xxx/x/60 VAC. It shall have an adjustable motor base plate and utilize standard "V" belts to transfer its rotational properties to the compressor block.

The unit shall be equipped with an Automatic Condensate Drain system (ACD). This system shall drain the compressor condensate every 20 minutes of continuous run time, as well as every time the compressor shuts off. The ACD shall be equipped with an electronic monitoring system that will automatically turn the unit off if it has determined that the ACD has not satisfactorily depressurized and released the proper amount of condensate during either one of the above-mentioned conditions.

1.7 Compressor block statistical requirements

- Rated at 13 SCFM, 6000 PSI.
- 4 stage, 4 cylinder reciprocating radial design. No stacked pistons.
- Aluminum alloy block and steel cylinders.
- Aluminum alloy connecting rods with needle bearings.
- Pressurized oil lubrication system with external spin-on style disposable filter. 5-quart oil sump capacity. (Synthetic oil)
- Inter-stage relief valves on 1st through 3rd stage.
- Aluminum inter-stage coolers on 1st, 2nd, and 3rd stage. A stainless-steel after cooler on 4th.
- Water separator on 2nd and 3rd stage.

- All compressor pistons shall be of the ringed variety.
- Single piece flywheel. 2 groove, SPA-section, belt drive.
- Ambient temperature operating range. 32-115 degrees Fahrenheit

1.8 Purification system statistical requirements

- Processes on average 40,000 cu. ft. at STP. No cartridge monitoring devices that claim extended filter life shall be permitted.
- (1) 33" aluminum chambers with disposable style purification cartridges.
- (1) Aluminum mechanical separator chamber with disposable coalescing element.
- Service vent valve.
- Final pressure relief valve.
- Serviceable check valve.
- Back pressure maintaining valve.
- Final pressure gauge.
- Purification isolation valve.
- Dual pressure adjustable final pressure transducer with adjustable dead band feature.

1.9 Fill Station: (Shall meet the current NFPA 1901 standard and be UL CLASSIFIED)

There shall be an integrated, front loading, two (2) position containment fill station within the unit. It shall be designed to fill a single cylinder or up to two (2) SCBA/SCUBA cylinders simultaneously. There shall be an individual shut off valve and vent valve for each point of attachment. It shall be equipped with an interlocking safety switch that will prohibit the transfer of air into the cylinder if the fill station door is dislodged from its most upright position. The side walls and rear wall of the fill station shall be comprised of dual layers of 3/16" steel and shall be designed to vent and misdirect the air flow in the event of a ruptured vessel. The front door shall be designed with a major formed door panel that shall be comprised of 3/16" steel. There shall be a steel form fitted exterior door panel that shall be designed to move vertically into the locked and unlocked position as the operator moves the door handle. The exterior door panel shall be designed so as to not require any supplemental lubrication or air operated valves to aid in the advancement or contraction of the door's position. The complete containment fill door shall be designed with two (2) separate door height openings. The first door height opening position shall stop at a comfortable height for the operator to remove or attach the fill adapter to the cylinder. The second door height option shall allow the operator to fold the door down to comfortable load height, as if loading vessels from ground level. The door handle shall be designed with a positive latching mechanism to secure the door in its most upright position. To unlock the door, the operator shall be required to apply a light amount of downward force on the handle, then rotate the cylindrical gripped portion of the handle towards the operator, and then advance the complete door handle in an upward motion. To lock the door, the operator shall push down on the complete door handle assembly until the positive latching mechanism has been engaged. Both the door handle operation and the door opening and closing functions shall require minimal operator force, as in a single hand operation.

1.10 Air Control Panel

There shall be an integrated three (3) bank air control panel mounted on the cabinet. It shall have an individual liquid filled gauge and shut off valve for each bank. There shall be an adjustable 0-6000 psi regulator with a regulated pressure gauge. There shall be an individual shut off valve and SCBA gauge for each point of fill in the cabinet. There shall be an automatic storage refill circuit. The auto refill circuit shall be equipped with a priority fill system and a storage refill isolation valve. There shall be a panel mounted high pressure outlet port with an isolation valve. The panel shall be strategically color coded striped to offer the operator a clear account of the air transferring process.

1.11 Auto-Fill System

There shall be a PLC controlled auto fill system. It shall include a display screen (HMI). The screen shall be password protected and shall go dormant after a preset time limit. The display screen shall offer the operator a visual display and a digital pressure reading of each cascade storage vessel as well as the cylinder(s) being filled. The screen shall allow the operator to select the appropriate pressure to be filled by a predetermined list of common pressure ranges of vessels that are in the marketplace. (Example 2216, 3000, 4500, etc.) When the operator presses the "Start Fill" button and opens the single panel mount line valve, the filling process shall commence. During the filling process, the system shall monitor the cascade banks and sequentially switch banks as the pressures equalized. If the bank storage system becomes depleted before the SCBA's are adequately filled, the system shall select the Compressor to finalize the SCBA filling process. The bank, or air source, that is currently being utilized shall be back lit on the screen for the operator's viewing. The system shall be designed to monitor the flow rate into the vessels being filled. It shall be designed to increase or decrease the flow rate as needed, per the preset limits in the programming. At the completion of the SCBA fill process, the screen shall notify the operator with "Fill Complete". The system shall be designed with a Help Screen to aid the operator if a question were to arise about the correct method for utilizing the system. There shall be a password protected Technicians Screen to allow for minor adjustments, as well as to allow for individual operators to apply their own system entry passwords. (The flow rate device must have been in the market for over 5 years)

1.12 Storage

The unit shall be equipped with three (3) UN/ISO cylinders rated at 510 cu. ft. @ 6000 psi. They shall be securely mounted in the rear of the unit in a vertical configuration. The storage system shall be factory plumbed to the air control panel and leak checked prior to shipping.

1.13 Optional equipment requested

Panel mounted electric CO monitor wired for auto shut down, per NFPA standard. A CO calibration kit shall be included with this feature.

Integral mounted 6000 psi, 50' spring rewind hose reel assembly with individual gauge and isolation valve.

1.14 Service

Responsible vendor shall be capable of providing routine service, NFPA compliant air quality testing, and be capable of addressing any warranty claims after the sale. Responsible vendor shall be capable of providing factory trained service technicians after the sale. The capable technicians(s) shall be based/located within a 150-mile radius of York, South Carolina.

SECTION 2 SPECIAL CONDITIONS

2.1 Warranty

The responsible vendor shall provide a warranty from defects in material and workmanship for twenty-four (24) months from initial equipment start up, or thirty (30) months from the dates of shipment from the factory, or 500 operating hours, whichever period occurs first. This warranty shall include parts, labor, and mileage. The only exclusion shall be consumable parts and service parts.

Materials and/or components replaced under warranty are warranted to be free from defects in materials and workmanship for the remainder of the applicable original warranty period of the original equipment, or ninety (90) days from the date of shipment by Vendor, whichever is the longer period.

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.

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

In Person/Courier Delivered Submittals: If Bidder elects to submit bid in person or by mail instead of electronic submission, bids 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.

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 submittal.

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 effective from time of award through final delivery of all products and services requested in this solicitation. The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

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, offeror, 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 proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, 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 provided.

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 proposal 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 proposal, 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 will be required to provide proof of insurance to include professional liability; 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 proposals 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 proposal 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 proposal 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 proposal package as confidential. Failure to do so or to mark the entire proposal 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, proposals, 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.

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