



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation For Bids

DATE: 10/16/2024

ID Number: 2951

Title: Exterior Painting Department of Social Services

Due Date/Time: November 14, 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

Voluntary Pre-Bid Site Visits: October 31, 2024 at 2:00 p.m.

933 Heckle Boulevard,
Rock Hill, South Carolina 29732

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than November 7, 2024 at 4:00 p.m.

Tentative Date of Council Approval: December 2, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

York County is interested in receiving bids for the exterior painting at the DSS Complex, 933 Heckle Boulevard, Rock Hill, South Carolina 29732.

1.2 Background

The DSS Complex was purchased by York County in 2008 and underwent an exterior and interior renovation that was completed in 2009. The DSS Complex house the South Carolina Department of Social Services (DSS), York County Coroners office (YCC) and York County Passport office (YCP). The York County Facilities Maintenance Department (Owner) will manage this project.

1.3 Scope of Work

Painting will include all brick and stucco for the entire exterior of the DSS Complex, which includes the York County Coroner's office as well as the York County Passport office. No metal including roof flashing or storefronts is to be painted without a written notice from the owner.

The complex is open to the public Monday through Friday 8 am to 5 pm daily. County and state workers do work outside of these hours including weekends. Awarded bidder will need to protect the general public as well as employees while working in areas of egress. Some egress doors can be closed for a short period of time but will require owner notification before doing so. Work will be allowed after hours and on weekends.

Unless otherwise noted all work to be completed within 45 days of Purchase Order and Contract being issued. A preconstruction meeting will be held to discuss timeline of project before work will commence.

Please review the specifications listed in the following sections for reference. Bidder will need to submit product specification sheet for each product if product is not from listed manufacturer before bidding on this project.

The awarded bidder will warranty all workmanship and materials for three (3) years from completion date.

General Scope of Work Includes:

- A. Surface preparation.
- B. Field application of paints.

C. Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

D. Do Not Paint or Finish the Following Items:

1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
2. Items indicated to receive other finishes.
3. Items indicated to remain unfinished.
4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
5. Non-metallic roofing and flashing.
6. Stainless steel, anodized aluminum, bronze, terne, and lead items.
7. Marble, granite, slate, and other natural stones.
8. Floors, unless specifically so indicated.
9. Ceramic and other tiles.
10. Glass.
11. Acoustical materials, unless specifically so indicated.
12. Concealed pipes, ducts, and conduits.

1.4 Reference Standards

All products shall meet the following performance standards:

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2012.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.5 Submittals

Bidder must include with bid the following:

- A. Product Data: Provide data on all finishing products, including VOC content.
- B. Samples: Submit two paper chip samples, 12x12 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

Upon completion Bidder must provide:

- A. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Paint and Coatings: 1 gallon of each color; store where directed.
 - 2. Label each container with color in addition to the manufacturer's label.

1.6 Delivery, Storage, and Handling

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.7 Field Conditions

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.8 Product Manufacturers

A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.

1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Facilities Maintenance Director and must be obtained using the specified procedures for substitutions.

B. Acceptable paint product manufacturers include, but are not limited to:

1. Duron, Inc: www.duron.com.
2. Glidden Professional: www.gliddenprofessional.com.
3. Benjamin Moore & Co: www.benjaminmoore.com.
4. PPG Architectural Finishes, Inc: www.ppgaf.com.
5. Sherwin-Williams Company: www.sherwin-williams.com.

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: Must be submitted in the form of a question before the question deadline.

1.9 Paint Coatings

A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.

1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

3. Supply each coating material in quantity required to complete entire project's work from a single production run.
4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:

1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

D. Flammability: Comply with applicable code for surface burning characteristics.

E. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Facilities Maintenance Director from the manufacturer's full line.

F. Colors: Match Existing Colors to what is currently on building

1.10 Exterior Paint Systems

A. Stucco & Masonry Block

1. Primer

- a. Concrete & Masonry Primer/Sealer

- b. Full Prime

2. Finish Coat

- a. Two coats exterior Acrylic Latex-FLAT

- b. Colors to match existing colors

B. Foundation Sealant

1. Finish

- a. Low Modulus Hybrid Sealant
 - b. Location on foundation and walls
- C. Steel & Ferrous Metal
 - 1. Primer (If needed)
 - a. Common Doors, Bollards
 - b. Full Prime
 - c. Two coats of industrial Urethane Alkyd Enamel

1.11 Accessory Materials

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

1.12 Examination

Before application of any coating the Bidder must:

- A. Not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

4. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

1.13 Preparation

Before application of any coating the Bidder must:

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.

L. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

M. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

N. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

O. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

1.14 Application

A. Apply products in accordance with manufacturer's instructions.

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance.

D. Sand wood and metal surfaces lightly between coats to achieve required finish.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

1.15 Cleaning

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

1.16 Protection

A. Protect finished coatings until completion of project.

B. Touch-up damaged coatings after Substantial Completion.

1.17 Warranty

A. Material and workmanship is to be warrantied for three (3) years from completion date.

SECTION 2 SPECIAL CONDITIONS

2.1 Equipment

York County shall not be held responsible for the bidder's equipment which may be lost, damaged, or stolen unless loss, damage or theft is through negligence of a York County employee.

2.2 Damages to County Property

The successful bidder is required to promptly notify the Facilities Maintenance Supervisor in the event that any damage occurs to County property (i.e. windows, vehicles, site lights, signage, sprinklers, etc.) as a result of actions of the bidder while providing services. The bidder shall be liable for damages resulting from the actions of its employees.

2.3 Safety

Bidder shall provide and be responsible for the safety and health of all workers on the job and comply with all applicable provisions of current OSHA requirements.

2.4 Company Background and Personnel

The successful bidder must demonstrate the ability to exercise good judgment and safety, and utilize the expertise of skilled and properly trained personnel. The successful bidder shall have a minimum of five years of demonstrated experience in exterior painting.

Bidders must ensure that employees are readily identifiable with the company via uniform/badge etc. to ensure that staff is aware of employees conducting business on County property.

NO SMOKING or vaping (to include electronic nicotine delivery systems or electronic smoking devices) of any substance or type is allowed on York County property.

The bidder shall provide his employees with necessary personal protective equipment such as special clothing, head, respiratory, eye, hand, and foot protection at all times.

The successful bidder shall be fully insured and properly licensed to perform services on York County property. The successful bidder, under no circumstances, shall sub-contract, or utilize individuals not covered under their insurance policy.

The bidder is allowed to park all company vehicles onto York County property but employees vehicles of bidder may not park on county property.

2.5 Quality Assurance

All areas of complex are to be kept clean and safe at all times. Upon completion of work each day, the award bidder must clean entire complex from trash, debris and properly store any equipment for the general safety of the public. All trash and debris are to be removed by awarded bidder, the awarded bidder will not be allowed to disposed of trash or debris in York County dumpster onsite.

The awarded bidder must take precaution to ensure all air vents, HVAC units, roofing materials as well as items not being painted are covered properly; upon completion or on a daily basis these areas must be uncovered to ensure proper operation.

The awarded bidder must take precaution to ensure over spraying, over rolling or material spills do not cause damage to cars, parking lot, sidewalks, etc. Awarded bidder is responsible for any damaged caused by over spraying, over rolling or material spills.

2.6 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 \$50,000. 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.

2.7 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.

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 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 until completion and acceptance by owner.

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

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