



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation to Bid **DATE:** 2/21/2025

ID Number: 2961 **Title:** Hightower Hall Gutter Replacement at Historic Brattonsville

Due Date/Time: March 26, 2025 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Pre-Solicitation Site Visit: March 13, 2025 at 10:00 a.m.

Historic Brattonsville- Hightower Hall
1036 Brattonsville Road
McConnells, SC 29726

Point of Contact: Bryant Cook, Procurement Manager

Email: procurement@yorkcountygov.com

Questions Deadline: No later than March 20, 2025 at 4:00 p.m..

Email: procurement@yorkcountygov.com

Tentative Date of Council Approval: April 7, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The Culture & Heritage Museums of York County (CHM) request bids for the partial replacement of gutters and downspouts at Historic Brattonsville's Hightower Hall located at 1036 Brattonsville Road, McConnells, SC 29726. Response must include cost for all permits, all labor, and materials. All references to brand name shall be interpreted as brand name or equivalent.

1.2 Scope of Work

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

- A. Remove and dispose of all existing aluminum K-style gutters and downspouts on the north, east, and south elevations of Hightower Hall, including those on the east (back) porch, north wing known as the "kitchen," and wheelchair lift addition on the south end of the back porch.
- B. Copper gutters and downspouts were installed on the west (front) elevation main roof and west porch roofs in 2021. These will remain in place. Install new copper gutters and downspouts on north, east, and south elevations of Hightower Hall, including those on the east (back) porch, north wing known as the "kitchen," and wheelchair lift addition (Refer to Exhibit A for locations). The new copper gutters and downspouts must exactly match existing copper gutters on the west elevation in terms of size, design, finish, patina, etc. Match gutter brackets, accessories, anchoring details, etc. to existing. Miter with existing copper gutters at the main roof at northwest and southwest corners.
 - a. Gutters at main (upper) roof: 7" half round
 - b. Gutters at porches, kitchen wing, and wheelchair lift addition: Minimum 5" half round
 - c. Downspouts: 4" diameter
- C. Install appropriate diverters in any location where downspouts empty from higher roofs onto lower roofs to direct water into lower roof gutter. Locations are noted on the drawings and include two locations on the west elevation involving existing gutters and downspouts (Refer to Exhibit A).
- D. Work and installation shall be warranted for **five years** from date of completion.

1.3 Project Specifications

The specifications outline the materials and labor required to complete this project. Adherence to the specifications is essential in maintaining Historic Brattonsville's authenticity standards and performance of the gutter system being installed by the successful bidder. The specifications included below (Section 1.4) were used for installation for the existing copper gutters in 2021 and should be followed for the current project.

1.4 Roof Specialties

1.4.1. GENERAL

1.4.1.1. SUMMARY

A. Section Includes:

1. Roof-edge drainage systems.

1.4.1.2. ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4.1.3. CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.4.2. PRODUCTS

1.4.2.1. ROOF-EDGE DRAINAGE SYSTEMS

- A. Gutters:** Manufactured in uniform section lengths not exceeding 10 feet, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters. **Match existing copper gutters and downspouts (Berger Copper Gutter System or approved equal).**

1. Copper Sheet: 16 oz./sq. ft.

2. Gutter Profile: Half-round single bead according to SMACNA's "Architectural Sheet Metal Manual."
3. Corners: Factory mitered and, soldered, mechanically clinched and sealed watertight.
4. Gutter Supports: Gutter brackets and straps with finish matching the gutters.

B. Downspouts: Plain round complete with smooth-curve elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.

1. Copper: 16 oz./sq. ft.

C. Copper Finish: Non-patinated, mill.

1.4.2.2. MATERIALS

A. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.

1.4.2.3. MISCELLANEOUS MATERIALS

A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.

B. Solder for Copper: ASTM B32.

1.4.2.4. FINISHES

A. Copper Sheet Finishes:

1. Non-Patinated Finish: Mill finish.

1.4.3. EXECUTION

1.4.3.1. INSTALLATION, GENERAL

- A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 - 4. Torch cutting of roof specialties is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum and stainless-steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- D. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- E. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

1.4.3.2. INSTALLATION OF ROOF-EDGE DRAINAGE-SYSTEM

- A. Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 30 inches apart. Attach ends with lapped, riveted and soldered seams to make watertight. Slope to downspouts.
 - 1. Install gutter with expansion joints at locations indicated but not exceeding 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and no more than 1 inch away from walls; locate fasteners at top and bottom and at not over 60 inches o.c.
 - 1. Provide elbows at base of downspouts at grade to direct water away from building.
 - 2. Connect downspouts to underground drainage system if present.

1.4.3.3. CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed.

1.5 Quality Assurance

- A. Historic Significance: Hightower Hall is listed on the National Register of Historic Places. This designation honors historic structures of significance to the United States. Care shall be taken to protect the buildings and property from damage during the work of the project. All work shall be undertaken to protect, retain, and preserve existing materials and character-defining features.
- B. Installer Qualifications: All work shall be performed by skilled contractors trained and qualified in installation techniques and procedures of copper gutter installation and have no less than five (5) years successful experience working on projects similar in scale and scope to this project. Experience working on historic preservation projects is preferred.
- C. Installer's Warranty: Successful Bidder must provide at completion of project an Installer's Warranty. The warranty form, signed by Installer, details the Installer's responsibility to repair or replace installed products that fail in materials or workmanship within specified warranty period of 5 (five) years from date of completion.

SECTION 2 OTHER REQUIREMENTS

2.1 General

All materials should be new and unused.

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

2.2 Safety

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

2.3 Contractor License Requirements

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

If applicable, the Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. All Bidders shall hold all valid and current applicable South Carolina

Contractor's Licenses, with the appropriate classifications and limitations to satisfy the proposed scope of work and bid amount.

2.4 Bid Security

Each Bid must be accompanied by a cashier's check or Bid Bond made payable to York County in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$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.

2.5 Performance and Payment Bonds

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

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

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

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal

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

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

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

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

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 copper gutters described in this document. Proof of the material order must be received by CHM-designated project manager within 15 days of receipt of purchase order. Once the materials are delivered the installation 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

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SECTION 5 SAMPLE CONTRACT

AGREEMENT FOR HIGHTOWER HALL GUTTER REPLACEMENT AT HISTORIC BRATTONSVILLE

THIS AGREEMENT, made and entered into this XXX day of XXX, 2025 between:

Culture & Heritage Museums of York County (COUNTY)
4621 Mt. Gallant Road
Rock Hill, SC 29732

and

XXX

for the replacement of the gutters at Hightower Hall at 1036 Brattonsville Road,
McConnells, SC 29726.

NOW THEREFORE, in consideration of the contract sum and or the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1.0 SCOPE OF THE WORK.

1.1 The CONTRACTOR shall perform all duties described in COUNTY's Invitation for Bid dated XXX, 2025, Solicitation #XXX, and the terms and conditions of which are incorporated herein by reference.

1.2 The CONTRACTOR shall fully execute the replacement of gutters at Hightower Hall as specified in Solicitation #XXX dated XXX, 2025.

1.2.1 The work to be completed by the CONTRACTOR for this project includes, but is not limited to:

- A. Remove and dispose of all existing aluminum K-style gutters and downspouts on the north, east, and south elevations of Hightower Hall, including those on the east (back) porch, north wing known as the "kitchen," and wheelchair lift addition on the south end of the back porch.
- B. Copper gutters and downspouts were installed on the west (front) elevation main roof and west porch roofs in 2021. These will remain in place. Install new copper gutters and downspouts on north, east, and south elevations of Hightower Hall, including those on the east (back) porch, north wing known as the "kitchen," and wheelchair lift addition to exactly match existing copper gutters on the west elevation in terms of size, design, finish, patina, etc. Match gutter brackets,

accessories, anchoring details, etc. to existing. Miter with existing copper gutters at the main roof at northwest and southwest corners.

- a. Gutters at main (upper) roof: 7" half round
 - b. Gutters at porches, kitchen wing, and wheelchair lift addition: Minimum 5" half round
 - c. Downspouts: 4" diameter
- C. Install appropriate diverters in any location where downspouts empty from higher roofs onto lower roofs to direct water into lower roof gutter. Locations are noted on the drawings and include two locations on the west elevation involving existing gutters and downspouts.
- D. Work and installation shall be warranted for five years from date of completion.
- E. Final cleaning of work and laydown areas.

1.3 Both the COUNTY and the CONTRACTOR shall designate an employee as the primary contact for this agreement and the duties performed under this agreement.

1.3.1 The COUNTY will review and approve submittals, mock-ups, shop drawings, change orders, and payment applications. The COUNTY shall answer requests for information (RFI) and conduct regular site visits to observe the progress of construction and structural repairs before being concealed by the next stage of construction.

1.3.2 The COUNTY has the authority to reject work that does not conform to the specifications outlined in Solicitation #XXX without responsibility to the CONTRACTOR, its affiliates, agents, or subcontractors.

1.3.3 The COUNTY shall have the authority to inspect the work performed prior to the ENGINEER's issuance of its final Certificate of Payment (under Section 3.3.2.1) for purposes of assessing the work, noting any punch-list items to complete and noting any errors to correct.

1.4 CHANGES IN THE SCOPE OF WORK:

1.4.1 COUNTY-INITIATED CHANGE ORDER REQUESTS: The COUNTY can issue a detailed description of proposed changes in the work that will require adjustment to the contract sum or construction schedule. If necessary, the description will include supplemental or revised drawings and specifications. Do not consider them as instructions either to stop work in progress or to execute the proposed change until approved by both parties in writing.

1.4.1.1 Within five (5) business days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the COUNTY for review and

approval. Include a list of quantities of products required and unit costs, with the total amount of purchases. Where requested, furnish survey data to substantiate quantities.

1.4.1.2 Indicate applicable taxes, delivery charges, equipment rental, mobilization and amounts of trade discounts. Include a statement indicating the effect the proposed change in the work will have on the Contract Time and delivery of reports.

1.4.2 CONTRACTOR-INITIATED CHANGE ORDER REQUESTS: When latent or unforeseen conditions require modifications to the contract, the CONTRACTOR may propose changes by submitting a request for a change to the COUNTY for review and approval. Do not consider them as instructions either to stop work in progress or to execute the proposed change until approved by both parties in writing.

1.4.2.1 Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect the proposed change on the contract sum and construction schedule.

1.4.2.2 Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. When requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, mobilization and trade discounts.

2.0 COMMENCEMENT AND COMPLETION OF THE PROJECT.

2.1 The CONTRACTOR will commence its duties within thirty (30) days of a notice from the COUNTY that it may proceed with construction.

2.2 The COUNTY and CONTRACTOR shall hold an on-site meeting before the commencement of construction.

2.3 The CONTRACTOR shall achieve completion of the entire project in one XXX calendar days from the date of notice to proceed. However, the parties may agree to extensions pursuant to Section 5.0.

2.4 SCHEDULE:

2.4.1 The CONTRACTOR shall provide the services and personnel required to complete to project in a timely manner. The CONTRACTOR shall provide a construction schedule prior to, or at, the on-site meeting before the commencement of construction.

3.0 CONTRACT SUM.

3.1 The COUNTY shall pay the CONTRACTOR for the faithful performance of its duties

of the contract. The contract sum shall be XXX subject to additions and deductions in the contract documents.

3.2 PAYMENTS:

3.2.1 PROGRESS PAYMENTS:

3.2.1.1 Based upon Applications for Payment submitted by CONTRACTOR, the COUNTY shall make progress payments on account of the contract sum to the CONTRACTOR.

3.2.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

3.2.1.3 The COUNTY shall issue payment within thirty (30) days of receipt of both the Application for Payment.

3.2.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the CONTRACTOR in accordance with the contract documents. The schedule of values shall assign the entire contract sum among the various portions of the project. The schedule of values shall be prepared in such a manner and supported by data to substantiate its accuracy. This schedule of values shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

3.2.1.5 Applications for Payment shall show the percentage of completion for each portion of the project at the end of the period covered by the Application for Payment

3.2.1.6 The amount of each progress payment shall be computed for the work completed during the period. The amount of each progress payment shall be reduced by:

- A.** the aggregate of any amounts previously paid by the COUNTY;
- B.** if any, of the project remains uncorrected for which the COUNTY has previously withheld Payment;
- C.** any amount for which the CONTRACTOR does not intend to pay a Subcontractor or material supplier, unless the work has been performed by others the CONTRACTOR intends to pay with prior approval from the COUNTY;
- D.** for work performed or defects discovered since the last payment application, any amount for which the COUNTY may withhold payment; and
- E.** Retainage withheld pursuant to Section 3.2.1.7.

3.2.1.7 The COUNTY shall retain ten percent (10%) of all invoices submitted during this Agreement, with the retained amount being disbursed to CONTRACTOR upon the final invoicing and completion of services to the satisfaction of the COUNTY.

3.2.1.8 Except with the COUNTY's prior approval, the CONTRACTOR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

3.2.2 FINAL PAYMENT:

3.2.2.1 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the COUNTY to CONTRACTOR when the CONTRACTOR has fully performed the contract and fulfilled the CONTRACTOR's responsibilities to correct errors and otherwise addressed the items noted by the COUNTY under Section 1.3.3.

3.2.2.2 The COUNTY's final payment to the CONTRACTOR shall be issued within thirty (30) days of the final Certificate for Payment.

3.3 DISPUTED CHARGES:

3.3.1 The COUNTY must dispute any charges within thirty (30) days of receipt of the Application for Payment.

3.3.2 The COUNTY may deduct disputed charges from the invoice and pay the remaining undisputed charges.

3.3.3 The COUNTY and the CONTRACTOR agree to work together to resolve any disputed charges through mediation pursuant to Section 7.0

4.0 SITE REQUIREMENTS

4.1 CONTRACTOR and their subcontractors will have limited access to Historic Brattonsville. Their access is limited to Hightower Hall and the areas immediately in the vicinity of the building. Tradesmen needing access to other areas of Historic Brattonsville must coordinate with CHM-appointed project manager.

4.2 Storage and laydown areas should be within the immediate proximity of the building and conform to the Delivery, Storage, and Handling specification outlined in Solicitation #XXX. Deliveries on roll-backs or other large trucks and trailers will require smaller equipment to off-load as larger trucks will only have access to the hardpack of the gravel driveway.

5.0 GENERAL TERMS AND CONDITIONS.

5.1 The CONTRACTOR, including the employees of the CONTRACTOR, must comply

with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. The CONTRACTOR shall not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.2 The CONTRACTOR shall not knowingly employ, during the period of a contract, or any extensions to it, any 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 CONTRACTOR 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 or her termination of employment with York County.

5.3 PROHIBITION ON GRATUITIES: Neither the CONTRACTOR, nor any person or business employed by the CONTRACTOR in the performance of this request, shall offer or give any gift, money or anything of value, or any promise for future reward or compensation to any York County employee at any time.

5.4 INDEMNIFICATION: The CONTRACTOR agrees 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 CONTRACTOR, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the CONTRACTOR, its officers, agents, and employees, any obligations arising under its agreement with the COUNTY, or any other type claim or 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 CONTRACTOR, without regard to the source, nature, or validity of the claim or lawsuit. Losses, liabilities, expenses, and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use 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.

5.5 The CONTRACTOR shall not preclude the COUNTY from receiving the benefits of any insurance the CONTRACTOR may carry which provides for indemnification for any loss or damage to property in the CONTRACTOR's custody and control, where such loss or destruction is to County property. The CONTRACTOR 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 AND SMOKE-FREE WORKPLACE: During the performance of this agreement, the CONTRACTOR must inform employees that the COUNTY maintains a drug-free and smoke-free workplace; post notification of the COUNTY's drug-free and smoke-free workplace policy in conspicuous places, available to employees and applicants for employment; provide employees with 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 CONTRACTOR that the CONTRACTOR maintains a drug-free and smoke-free workplace.

5.7 S.C. LAW CLAUSE; JURISDICTION; VENUE: CONTRACTOR agrees to comply with the business and other licensing laws of South Carolina. Additionally, the parties agree that this contract shall be governed by the laws of the State of South Carolina, and that all disputes arising out of this agreement or the performance of this agreement to the jurisdiction and process of the courts of the State of South Carolina.

5.8 ASSIGNMENT: This agreement may not be assigned, sublet, or transferred without the written consent of the COUNTY.

5.9 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the COUNTY pursuant to this agreement shall belong exclusively to the COUNTY. Additionally, all equipment, materials, and documents provided by the COUNTY for the CONTRACTOR's work shall remain the property of the COUNTY and shall be returned to the COUNTY upon termination of this agreement.

5.10 SUBCONTRACTING: If the CONTRACTOR intends to complete any part of the work with subcontractors, the CONTRACTOR must identify the subcontracting organization, the corporate or company name, and the contractual arrangements made therewith.

5.11 RECORDS RETENTION & RIGHT TO AUDIT: The COUNTY shall have the right to audit books and records of the CONTRACTOR pertaining to this agreement. Such books and records shall be maintained for a period of three (3) years from the date of final payment under this agreement. For all audits, the CONTRACTOR 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 CONTRACTOR shall be made available for auditing purposes at no cost to the COUNTY.

5.12 COUNTERPARTS. This agreement may be executed in multiple counterparts, each of which deemed an original, but all of which constitute one and the same agreement.

5.13 ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and supersede any prior understanding between them. No representations, arrangements, understandings, or agreements relating to the subject matter exist among the parties except as expressed in this agreement.

6.0 TERMINATION.

6.1 This agreement automatically terminates five hundred and forty (540) days after commencement. However, the parties may agree to a maximum of one (1) one-year extensions to this agreement. Both parties must approve extensions to this agreement in

writing via change order as described in Section 1.5.

6.2 TERMINATION FOR CONVENIENCE:

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

6.2.2 In the event that this agreement is terminated or canceled upon request and for the convenience of the COUNTY without the required thirty (30) days advance written notice, and then the COUNTY shall negotiate termination costs, if applicable.

6.3 TERMINATION FOR CAUSE:

6.3.1 Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived, and the below default provision shall apply.

6.3.2 In case of default by the CONTRACTOR, York County reserves the right to purchase any or all items or services in default on the open market, charging the CONTRACTOR with any excessive costs.

6.4 FAILURE TO APPROPRIATE FUNDS:

6.4.1 Notwithstanding any other provision of this agreement, all obligations of the COUNTY under this agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Should York County Culture & Heritage Commission decide not to appropriate funds for the items or services provided under this agreement, the COUNTY shall terminate this agreement and shall only owe the CONTRACTOR for items or services provided up to the termination.

7.0 INSURANCE.

7.1 The CONTRACTOR must provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability on an appropriate Accord form (Accord 25) prior to commencing work. The CONTRACTOR must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this agreement by the CONTRACTOR, its agents, representatives, employees, or subcontractors. The COUNTY requires the CONTRACTOR to maintain the following insurance:

Type of Insurance	Limits of Liability
a. Commercial General Liability	\$1,000,000 combined single limit per occurrence for bodily injury, personal injury,

	and property damage
b. Worker's Compensation	As required by South Carolina law
c. Employer's Liability	\$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee
d. Professional Liability	\$2,000,000 per occurrence
e. Automobile Liability	\$500,000 combined single limit occurrence

7.2 The CONTRACTOR shall name the COUNTY as an additional insured on all certificates of insurance except worker's compensation.

7.3 The CONTRACTOR shall provide signed certificates of insurance prior to commencing work under this agreement. Such certificates of insurance shall provide for thirty (30) days written notice to the COUNTY prior to cancellation or material modification of any insurance referred to herein.

8.0 DISPUTES AND WAIVERS.

8.1 If a claim, dispute, or other matter in question between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties.

8.2 Any claim, dispute, or other matter in question arising out of or related to this Agreement or the performance or breach thereof, which cannot be resolved through direct discussions between the parties, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, and only after both parties have completed the mediation process.

8.3 Through mediation, CONTRACTOR and COUNTY shall endeavor to resolve claims, disputes, or other matters in question between them by mediation in an informal process in which a third-party mediator facilitates discussions between the parties. The parties may designate a mediator mutually agreeable to both COUNTY and CONTRACTOR to the conduct the mediation. If the parties are unable to agree upon a mediator, mediation shall be conducted in accordance with the mediation provisions of the South Carolina Circuit Court Alternative Dispute Resolution Rules. The mediation shall be conducted in York County, South Carolina. A request for mediation shall be filed in writing with the other party to this Agreement, and legal or equitable proceedings shall be stayed pending mediation for a period of sixty days from the date of the request for mediation is filed, unless

stayed for a longer period of time by agreement of the parties or court order. The cost of a third-party mediator will be shared equally by the parties.

8.4 If the parties reach an agreement during the mediation process, they shall reduce the agreement to writing and sign it with their attorneys, if any. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.5 No waiver of a breach of any of the covenants, promises, or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert, or rely upon such provision.

9.0 REPRESENTATIVES.

9.1 COUNTY Representative:

- A.** Richard Campbell, Executive Director, York County Culture & Heritage Museums
- B.** Carey Tilley, Director of Historic Properties
- C.** Joseph Mester, Historic Brattonsville's Assistant Site Director
- D.** Sara Johnson, Restoration/Preservation Specialist

9.2 CONTRACTOR Representative

- A.** XXXX – Chief Officer
- B.** XXXX – Project Manager
- C.** XXXX – Foreman

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date written above.

YORK COUNTY
CULTURE & HERITAGE MUSEUMS

CONTRACTOR

By: _____
Richard Campbell, Executive Director

By: _____
XXXX, President

Date: _____

Date: _____

Address for Notices:

York County Culture & Heritage Museums
c/o Executive Director
4621 Mt. Gallant Road
Rock Hill, SC 29732

With copy to:
Michael Kendree
York County Attorney
P.O. Box 299
York, SC 29745

With copy to:

