



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 7/6/2026

ID Number: 3049 Title: Two (2) Stationary Solid Waste Knuckle-boom Loaders and One (1) New Concrete Crane Base Pad

Due Date/Time: August 5, 2026 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 Visit: July 23, at 10:00 a.m.

York County Public Works
330 Public Works Rd, York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: July 29, 2026 by 4:00 p.m.

Tentative Date of Award: August, 2026

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The intent of these specifications is to describe two new, unused, current models, electrically powered stationary knuckle-boom loaders that are capable of handling the disposal of waste products at the York County Transfer Station with the intention of purchasing a quantity of two (2). This will require the disassembly and removal of the two (2) existing knuckle-boom loader cranes and removing and replacing one (1) existing crane concrete base.

1.2 Scope of Work

The successful bidder will be responsible for electrically and mechanically disassembling the department's two (2) existing knuckle-boom loaders.

The successful bidder will be responsible for the removal and disposal of both existing knuckle-boom loaders.

The bidder will remove one existing concrete base, located under the (yellow) BuiltRight knuckle-boom loader. The bidder will remove rebar as needed from the transfer station floor. The concrete base can be disposed of in the C&D at the landfill by the bidder, tipping fees for the pad disposal will be waived.

The new base shall be 9' x 10' x 24" in size or greater. The required concrete base size will be determined by the weight of the knuckle-boom loader supplied by bidder. Bidder will hire an engineer to determine structural specifics of concrete base needed for bidders knuckle-boom loader. The bidder shall submit drawings of the new base with specifications as required supporting the knuckle-boom loader crane the bidder will install. The bidder shall anchor the new base to the existing concrete floor. Bidder will show anchoring process and all material to be used in the drawings.

The bidder will form and pour a new concrete base pad with high strength concrete. Concrete strength must be 5000 PSI or higher.

Five concrete cylindrical samples will be taken as the concrete is poured, by an Engineering firm. The firm will be hired by York County to perform concrete strength testing. The samples will be clearly marked with date and time. One cylinder will be tested on the 7th day after the pour. This cylinder should break at 70% of maximum strength. On the 28th day after the pour three more cylinders will be tested. They will be required to break at 100%. The fifth and last cylinder will be saved for a later date if needed. The lab report will be submitted to the Solid Waste Disposal Manager. The lab report must show the concrete strength at or above 5000 PSI. The grapple cannot be mounted on the base pad until after the cylinder breaks at 70 % or higher of maximum strength.

- Bidder shall grout and install all new anchor bolts to the concrete base.
- Bidder shall remove the existing seats and controls from the grapple house.
- Bidder shall prepare floor in the grapple house for the installation of the new chairs and controls. Grapple house shall be restored to its existing closed and sealed condition, with regard to the windows, door, walls, floor, and ceiling.

The successful bidder shall furnish two (2) electrically powered stationary knuckle-boom loaders that are complete with a frame, boom, base, grapple, electric motor, hydraulic system, electric joystick controls, and all associated accessories normally required for proper operation.

All proposed knuckle-boom loaders shall be new, unused, first quality in construction, state of the art in technology, fully warranted by the manufacturer, and compliant with all industry standards for solid waste disposal. Any, or all, crane components that are used, or have been used for demonstration purposes will not be considered for purchase.

All appropriate paper work that verifies authenticity, such as manufacturer product labels, serial numbers, and company warranties, shall accompany the knuckle-boom loaders when installed by the successful vendor.

All bidders will be asked to attach descriptive brochures, specification sheets, and user references, preferably in North or South Carolina, with their Bid response.

All proposed knuckle-boom loaders will be evaluated by the Solid Waste Disposal administrative staff.

Under the (yellow) BuiltRight knuckle-boom loader the bidder must remove one (1) crane base concrete pad, install a new crane concrete pad. Concrete work may be subcontracted.

All bidders will perform all knuckle-boom loader installation employees of the bidder. No subcontracting of crane assembly installation will be allowed by York County.

During installation the installer must keep one knuckle boom loader operational at all times.

1.3 Crane Requirements

A. POWER SUPPLY: Power to the knuckle-boom loaders shall be 480 volts, 3-phase, and 60-Hz. The electrical box mounted to the crane power supply shall be protected with a 150-amp breaker. The electric/hydraulic power pack shall be on a separate 49" x 77" platform.

B. MOUNTING PLATE: The existing mounting plates must be replaced with a new mounting plate. The new mounting plates shall be designed for the new knuckle-boom loader being installed. No position of the cranes, or its accessories, should extend more than 60" behind the centerline of the rotating crane. The new base plates shall be mounted solid to the concrete-grout surface.

C. PAINTING: All exposed surfaced areas of the knuckle-boom loader shall be factory primed and painted with two coats of paint. All surface preparation and painting shall comply with the paint manufacturer's recommendations.

D. EASE OF MAINTENANCE: The knuckle-boom loaders shall be designed for easy access to component parts allowing for trouble-free removal, replacement and adjustments.

E. CONDITIONS OF SERVICE: The knuckle-boom loader cranes shall use a hydraulic system and be operated by electric joystick controls, be electrically powered, and come complete with a solid waste grapple. The crane shall be constructed of heavy-duty materials and operating accessories customarily furnished with cranes of this type.

F. FRAME AND BASE: The cranes' frame and base shall be fabricated steel that is reinforced and designed to withstand the maximum stress normally imposed in heavy-duty solid waste crane operations.

G. BOOM: The knuckle-boom loaders shall be furnished with a bent articulating boom. The boom shall be constructed with all-welded high-strength steel and replaceable bushings. The head, knuckle, and wristing pins shall be a minimum of 3" diameter. The head bolt bushing retainer shall be reinforced 1 3/4" or greater on each side. The cylinder pin side plates shall be 1" or greater on each side. The knuckle pin boss will have 1 1/4" minimum reinforcement on each side. All pins will be retained by nuts with a minimum of 2" thread diameter, capable of being locked to the pin to prevent loosening. The boom shall have a minimum of 1/2" reinforcing plates on both sides.

The boom shall be connected to the bearing plate by two head ears a minimum of 1 1/4" thick, recessed into the bearing plate. The bearing plate shall be a minimum of 1 1/2" thick.

H. ELECTRIC MOTOR: The knuckle-boom loaders shall be driven by a minimum of a 75-HP, mill-and-chemical type TEFC motor. The motor shall be rated at 460-volts, 60 Hz, 3-phase

I. HYDRAULIC SYSTEM: The boom and grapple shall be actuated by double-acting hydraulic cylinders with chrome-plated piston rods. The hydraulic pump shall provide ample gallons per minute to meet the minimum lift and compaction requirements, as specified. The hydraulic pump shall be designed so that more than two crane functions can be used simultaneously without reducing power to the functions. Ample hydraulic circuit and reservoir capacity will be furnished for sustained fast operation cycles without overheating.

An efficient oil filtering system shall be provided, with filter elements readily accessible for removal and replacement. The hydraulic oil level shall be readily accessible for examination and maintenance. Should the oil level drop below a predetermined level, a sensor will turn the pump off electrically. An optional tank heater shall be available for the colder unit.

J. SWING SYSTEM: The system shall meet the minimum swing speed requirements. It shall be independent of the main system and capable of providing approximately a 270 degree adjustable rotation stops that limit rotation.

K. GRAPPLE: The grapples shall be of heavy-duty, all-welded construction and capable of picking and compacting refuse. The minimum volume capacity of the grapple shall be 1/3 cu. yd. The hoses and fittings shall be protected from snagging and breaking.

The grapple shall rotate continuously using a minimum of 20" diameter Rotek, or equivalent, bearings and a pinion on a torque motor that is bolted in place with a minimum of 4 bolts. The grapple shall contain a hydraulic manifold/swivel to allow continuous rotation of the grapple.

L. CONTROLS: The cranes' controls shall provide for "raise", "hold", "lower", "swing", and the necessary grapple function controls. The controls shall be dual electric joysticks, button on the joystick to control open, turn, and for closing of the head. These controls manually operate the main control valve.

M. Concrete Base: The bidder will remove one (1) existing concrete base, under the (yellow) Builtright loader. The bidder will remove rebar as needed from the transfer station floor. The concrete base can be disposed of in the C&D at the landfill by the bidder, tipping fees will be waived. The new base shall be a minimum of 9' x 10' x 24" in size or greater. The bidder shall submit drawings of the new base with specifications as required supporting the grapple the bidder will install. The bidder shall anchor the new base to the existing concrete floor. Bidder will show anchoring process and all material to be used in the drawings. The bidder will form and pour a new concrete base pad with high strength concrete. Concrete strength must be 5000 PSI or higher. Five concrete cylindrical samples will be taken from the pour as the concrete is poured by an Engineering firm. The firm will be hired by

York County to perform concrete strength testing. The samples will be clearly marked with date and time. One cylinder will be tested on the 7th day after the pour. This cylinder should break at 70% of maximum strength. On the 28th day after the pour three more cylinders will be tested. They will be required to break at 100%. The fifth and last cylinder will be saved for a later date if needed. The lab report will be submitted to the Solid Waste Disposal Supervisor. The lab report must show the concrete strength at or above 5000 PSI. The grapple cannot be mounted on the base pad until after the cylinder breaks at 70 % or greater of maximum strength.

Bidder shall grout and install all new anchor bolts to the concrete base.

Bidder shall remove the existing seats and controls from the grapple house. Bidder shall prepare floor in the grapple house for the installation of the new chairs and controls. Grapple house shall be restored to its existing closed and sealed condition, with regard to the windows, door, walls, floor, and ceiling.

N. ADDITIONAL REQUIREMENTS/SPECIFICATIONS

- ☐ Compaction/down force: 5000 lbs., minimum at full extension
- ☐ Operating Pressure: 3000 psi
- ☐ Lift Capacity Rating: 13,200 lbs. at 10' maximum
- ☐ Mast Dimension: Minimum 33" diameter X 48" x 1/2" wall
- ☐ Overall Boom Length: Minimum 26'6", standard
- ☐ Below-ground-level Reach: 13', Minimum, standard
- ☐ Ceiling Clearance: 30' maximum
- ☐ Boom Material: Bent main boom minimum 9-5/8"W x 22"H, stick boom minimum 8-1/4"W x 14-5/8"H
- ☐ Grapple: 1/3 cu. yd., solid waste type w/wristing cylinder and compacting plate, hydraulic cylinder rod end flow must be internal in-barrel wall

- ☐ Grapple Weight: 1800 lbs., minimum
- ☐ Main Cylinder: 7" x 36" w/3-1/2" rod diameter
- ☐ Jib Cylinder: 6" x 36" w/3" rod diameter w/internal rod end flow
- ☐ Grapple Cylinder: 3.5" x 8" w/1.5" rod diameter
- ☐ Wristing/Tilt Cylinder: 5" x 20" w/2.5" rod diameter
- ☐ Main Valve: Stack type
- ☐ Hydraulic Pump: Minimum 200cc load sensing
- ☐ Main Bearing: Minimum 38" diameter external gear
- ☐ Electric Motor: 75-HP, 460v, 3-phase, 60-Hz
- ☐ Swing System: (2) hydraulic motor; (2) double reduction gear boxes
- ☐ Swing Speed: Variable to 8-rpm
- ☐ Swing Torque: Minimum 24,000 ft. lbs.
- ☐ Mast Rotation: 270 degree, non-continuous w/adjustable stops
- ☐ Motor Starter: Combination with 150-amp circuit breaker, base mounted
- ☐ Accumulators: Nitrogen filled
- ☐ Hydraulic Tank: Minimum 100-gallon capacity

- ☐ Filtration System: Two return-line filters, suction filters
- ☐ Power Control Switch: Off-on, mounted at controls
- ☐ Gauges: Hydraulic fluid level/low level shut-off
- ☐ Controls: Dual electric joysticks with a button on the joystick to control open, turn, and closing of the head
- ☐ Operator's Seat: Adjustable type
- ☐ Paint: Two coats synthetic enamel,
- ☐ Embeds: Use existing

SECTION 2 OTHER REQUIREMENTS

2.1 Certificate of Insurance

Updated Certificate of Insurance to include Workers' Compensation and Employers Liability coverage must be included in Bidder's response and updated during term of Agreement

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage shall be maintained in force during the life of the contract by the Bidder. The policy shall be a comprehensive form general liability policy and include products/completed operations, independent Bidders, contractual and broad form property damage and liability coverage. The County shall be named as an additional insured on the above policy.

Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000.00 covering the Firm for claims arising from owned, hired or non-owned vehicles occurrence for bodily injury and property damage shall be maintained in force during the life of this contract by the Bidder. York County shall be named as an additional insured on the above.

2.2 Compliance with the Law

The successful Bidder shall comply with all laws relating to employment practices in the state of South Carolina.

2.3 Assignments

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title, or interest in or to the same of any part thereof, without previous consent, in writing to York County.

The Bidder must possess the appropriate business licenses for the proposed services.

The Bidder must comply with all federal and State Employment/Labor regulations including those from the U.S. "Occupational Safety and Health Administration". Only authorized employees of the Bidder who are fully bonded by the Bidder are allowed to service the facilities unless expressed written permission has been granted by York County administration.

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 Bidder 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 contract.

2.4 Personnel Qualifications

A. If necessary, the manager or alternate shall be available during normal duty hours within three (3) hours to meet with county officials to discuss problem areas.

B. The Bidder shall employ only qualified personnel who are proficient in providing required services. All personnel must be able to understand English sufficiently to comprehend verbal instructions. These personnel shall at all times be employees of the contracted Bidder.

C. The Bidder shall not employ any person who is an employee of York County.

D. The Bidder's personnel shall present a neat, clean and well groomed appearance at all time.

E. Bidder's employees should refrain from smoking on site locations while in the performance of their duties. The Bidder's personnel must adhere to the County's "no smoking on county property policy".

F. Because many site locations are in close proximity of private residences and businesses, the Bidder's personnel should not egress into other grounds while performing services for the County.

G. York County reserves the right to reject the Bidder's personnel who, in their judgment, is not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The Bidder shall make arrangements for a replacement within twenty-four (24) hours.

H. The Bidder's employees shall consistently show the highest levels of customer service and courtesy.

I. The Bidder's employees shall display professional attitudes and behavior, and be neatly dressed, to include company identification badges.

2.5 Damages to Equipment or Loss

A. All tasks accomplished by personnel will be performed so as to preclude damage or disfigurement to the site locations and/or building structures. Damage or loss of property, fixtures, or building structure as a result of negligence or intent by contract employees will be the responsibility of the Bidder. The County's expenses incurred for necessary repair or replacement will be reimbursed by the Bidder.

B. 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.

2.6 Bid Security

Each Bid must be accompanied by a cashier's check or Bid Bond made payable to the 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 of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after the York County and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Upon request and no earlier than thirty (30) days after the formal opening of bids, the County will return the bid security of any Bidder.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal Requirements

Electronic submittals shall be uploaded in PDF format via the Getall online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. 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. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

The Bidder 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.

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

Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non-responsive.

3.2 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 email 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 <https://www.yorkcountygov.com>. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. 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.

3.3 Inquiries

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

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

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

4.2 Determination of Lowest Bidder

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

4.3 Modification of Bids

York County does not allow modification of Bids after submittal.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor. Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.5 Terms of Contract

The contract term shall be effective from time of award through installation and acceptance. The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

4.6 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable
- c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.
- d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.7 Non-Appropriation Clause

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

4.8 Protest

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

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

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

5.2 General Requirements

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

5.3 Title VI of the Civil Rights Act of 1964

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

5.4 Conflict of Interest

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

5.5 Indemnification and Hold Harmless

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

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all

solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

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

5.9 Assignment

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

5.10 Ownership of Material

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

5.11 Prime Responsibilities

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

5.12 Subcontracting

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

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the

date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

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

5.15 Non-Collusion Bidding Certification and Disqualification

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

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

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

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

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

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

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

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

5.18 Chain of Communication

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

5.19 Prohibition of Donations and Gratuities

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