



## **PROCUREMENT DEPARTMENT**

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**Teria G. Sheffield**  
Procurement Director

**SOLICITATION TYPE:** Invitation to Bid      **DATE:** 2/3/2023

**ID Number:** 2852

**Title:** Self-Contained Breathing Apparatus (SCBA) Package

**Due Date/Time:** February 2023 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

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

**Point of Contact:** Bryant Cook, Procurement Manager  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Questions Deadline:** No later than February 23, 2023 at 4:00 p.m.

Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Tentative Date of Council Approval:** March 6, 2023

## **SECTION 1 SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Description**

The York County Fire Safety department request bids for Scott Self Contained Breathing Apparatus (SCBA) units, Cylinders and Face Pieces as described herein. Bids shall be for new, current year production equipment. Demonstrator, used or lessor model equipment will not be accepted. All references to brand name shall be interpreted as brand name or equivalent. All questions shall be directed to the York County Procurement Department.

### **1.2 Quantity of Package**

- A. 460 - SCBA units as specified below.
- B. 920 - 45-minute 4500psig cylinders as specified below.
- C. 1000 - SCBA face pieces as described below, various sizes required.

### **1.3 Self-Contained Breathing Apparatus Requirements**

- A. The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, positive pressure, mask-mounted regulator with air-saver switch; (3) an automatic dual path redundant pressure reducer; (4) end-of-service time indicators; (5) a harness and back frame assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); (8) a personal alert safety system (PASS); and (9) cylinder and valve assembly for storing breathing air under pressure with the following Regulatory Approvals.
- B. The SCBA shall be approved to NIOSH 42 CFR, Part 84 as an open circuit, pressure-demand self-contained breathing apparatus.
- C. The SCBA shall be certified to NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services, 2018 Edition.
- D. The SCBA shall be compliant to NFPA 1982, Standard on Personal Alert Safety Systems, 2018 Edition, when configured with a PASS device.
- E. The SCBA shall maintain all NIOSH standards with any of the types of cylinders listed as provided by the SCBA manufacturer with the following Required Components.

## **1.4 Facepiece Assembly**

- A. The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications, while also allowing for rehydration (oral) without having to remove the facepiece.
- B. The facepiece shall enable connection of the mask-mounted regulator by way of a quarter (1/4) turn rotation.
- C. The facepiece shall interface with the mask-mounted regulator, without the use of tools, with an audible click to assure the user that the regulator is properly seated.
- D. The full facepiece assembly shall be available in three sizes, marked “S” for small, “M” for medium and “L” for large.
- E. The facepiece sizes shall be color-coded for ease of identification.
- F. The facepiece nose cup assembly shall be available in three sizes, marked “S” for small, “M” for medium and “L” for large.
- G. The facepiece assembly, including head harness, shall not be made with natural rubber latex.
- H. The facepiece shall include a face seal that is secured to the lens by a U-shaped bezel using no more than two fasteners.
- I. The facepiece shall contain inhalation valves that are contrasting in color and readily visible to enable quick visual inspection.
- J. Multi-directional voice emitters shall be recessed on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission around the user.
- K. The facepiece shall meet the requirements of the NFPA 1981, 2018 Edition standard for nonelectronic communications.
- L. The facepiece assembly shall be modular in design to enable ease of upgrading and serviceability.
- M. The facepiece shall be capable of submersion for cleaning and disinfecting.
- N. The facepiece shall be able to incorporate multiple electronic communications options (amplification, radio interface, radio direct interface) without affecting NIOSH approvals and/or NFPA certification, where applicable.
- O. The facepiece shall enable the installation of communications bracket on either the right or left side.
- P. The facepiece shall be approved for use with multiple respiratory applications (e.g., airline respirator or negative pressure respirator with filters/cartridges) to enable the same

user to switch from one application to another without the use of tools and without doffing the facepiece.

Q. The lens is a component of the facepiece assembly and shall be a single, replaceable, modified-cone configuration, constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material.

R. The lens shall be coated to resist abrasion and meet the requirements of the NFPA 1981, 2018 Edition standard for lens abrasion.

S. The lens shall have an internal anti-fog coating to reduce fogging of the lens.

T. The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.

U. The facepiece shall meet the penetration and impact requirements of ANSI Z87

### **1.5 Head Harness**

A. The head harness is a component of the facepiece assembly and shall have five points of suspension connection, four of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection. The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.

B. The head harness shall include either a positioning strap or an integrated handle to assist with donning of the facepiece.

C. Two elastomeric straps, attached to the face seal in four locations, shall provide adjustment for proper seal to the face.

### **1.6 Regulator**

A. The mask-mounted regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.

B. The mask-mounted regulator hose configuration will be equipped with an optional inline quick disconnect coupling.

C. The optional quick disconnect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and in limited visibility conditions.

D. The optional quick disconnect coupling shall be guarded against inadvertent disconnection during use of the equipment.

E. The low-pressure hose shall be equipped with a swivel attachment at the mask-mounted regulator.

- F. The mask-mounted regulator shall connect to the facepiece by way of a quarter (1/4) turn rotation.
- G. An audible click shall provide notification that the mask-mounted regulator is securely attached to the facepiece.
- H. The mask-mounted regulator shall be equipped with a gasket to provide a seal against the mating surface of the facepiece.
- I. The mask-mounted regulator shall contain an air-saver switch to prevent airflow when disconnected from the facepiece.
- J. The mask-mounted regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- K. The mask-mounted regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- L. The diaphragm shall include an integrated exhalation valve.
- M. The mask-mounted regulator shall include a purge valve for use as an emergency bypass.
- N. The mask-mounted regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- O. The mask-mounted regulator shall incorporate a Heads-Up Display (HUD) to provide visual alerts to the SCBA user of air status and PASS alarm conditions.
- P. The mask-mounted regulator shall incorporate a latch mechanism to enable removal from the facepiece.
- Q. The mask-mounted regulator shall require pulling back of the thumb latch and a quarter (1/4) turn rotation for removal from the facepiece.

### **1.7 Pressure Reducer with CGA Cylinder Connection**

- A. The pressure reducer shall be mounted at the waist on the back frame and be coupled to the cylinder valve through a short length of internally-armored, high-pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.
- B. In lieu of a manual by-pass, the pressure reducer shall include a back-up pressure reducer connected in parallel with the primary pressure reducer and an automatic transfer valve for redundant control.
- C. The back-up pressure reducer shall also be the means of activating the low-pressure alarm devices in the mask-mounted regulator.

D. This warning shall denote a switch from the primary pressure reducer to the back-up pressure reducer whether from a malfunction of the primary pressure reducer or from low cylinder supply pressure.

E. A press-to-test valve shall be included to allow functional testing of the back-up pressure reducer.

F. The pressure reducer shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low-pressure hose and mask-mounted regulator from being subjected to high pressure.

### **1.8 End-of-Service Time Indicator (EOSTI)**

A. The SCBA shall have two end-of-service time indicators (EOSTI). One shall be both a tactile and audible alarm, and one shall be a Heads-Up Display (HUD).

B. The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.

C. The primary EOSTI shall be located in the positive pressure mask-mounted regulator.

D. This alarm device shall indicate either low cylinder pressure (35% +/- 2%) or a malfunction of the primary pressure reducer.

E. The HUD shall serve as the secondary EOSTI.

F. The HUD shall be powered by the SCBA's single power supply.

G. It shall be mounted in the user's field of vision on the positive pressure mask-mounted regulator.

H. It shall display cylinder pressure in increments of 100%, 75%, 50% and 35% (+/- 2%).

I. The display shall not have a numerical representation of cylinder pressure.

J. At greater than three quarters cylinder pressure, two green Light Emitting Diodes (LED) shall be illuminated.

K. Between three quarters and one-half cylinder pressure, one green LED shall be illuminated.

M. Between one-half and 35% (+/- 2%) cylinder pressure, one "yellow" LED shall be illuminated and flash at a rate not less than one (1x) time per second.

N. At 35% (+/- 2%) or less cylinder pressure, one "red" LED shall be illuminated and flash at a rate to exceed ten times (10x) per second.

O. The HUD shall have a low battery indication that is distinct and distinguishable from the cylinder pressure indications.

## **1.9 Back Frame and Harness Assembly**

- A. A lightweight, lumbar support style back frame and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.
- B. The back frame shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user's back.
- C. The back frame shall include a shroud to streamline hose and wire management by minimizing exposure of the low-pressure hose and electronics molded cable.
- D. The back frame shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45 or 60-minute cylinders.
- E. The harness assembly shall include a waist pad and shoulder pads constructed of an outer shell material and incorporating a closed-cell foam design to help minimize water and contaminant absorption.
- F. The harness assembly shall incorporate parachute-type, quick-release buckles with an integrated bail to help secure the webbing.
- G. The harness assembly shall consist of a one-size, black, para-aramid strap with two red stripes along the outer edges and a reflective stripe in the center for enhanced visibility.
- H. The harness assembly shall include a seat-belt type waist belt attachment.
- I. The harness assembly shall include box-stitched construction with no screws or bolts.
- J. The harness assembly shall be removable from the back frame without the use of tools.
- K. The harness assembly shall be machine washable to help with contaminant exposure reduction.
- L. The harness assembly shall accommodate a waist belt extension if required.
- M. The waist pad shall be attached to the back frame such that movement by the wearer provides natural articulation. Articulation shall be accomplished without the use of mechanical devices.
- N. The waist pad and belt shall freely wrap around and conform to the user's hips.
- O. The shoulder harness shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency to drag a downed wearer to safety.
- P. The DRL shall be sewn into the shoulder harness assembly and shall provide a horizontal pull strength of 1000 lbs.
- Q. The DRL shall be stored in a manner to prevent accidental snag but maintain accessibility with gloved hands.

R. The shoulder harness shall be attached to the back frame such that the harness presents itself for ease of donning.

S. The shoulder harness shall include reflective material to enhance the visibility of the user in low-light conditions.

T. The shoulder harness shall accommodate two distinct positions for an optional chest strap attachment.

### **1.10 Rapid Intervention Crew / Universal Air Connection (RIC/UAC)**

A. The SCBA shall incorporate a RIC/UAC fitting to be compliant with the NFPA 1981, 2018 Edition standard.

B. The RIC/UAC shall be an integral part of the pressure reducer and protected by the back frame.

C. The RIC/UAC inlet connection shall be within 4" (4-inches) of the cylinder valve.

D. The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.

E. The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

### **1.11 Cylinder and Valve Assembly**

A. The cylinder valve shall be constructed of forged aluminum.

B. There shall be no mandatory maintenance required on the cylinder valve.

C. If the SCBA is equipped with a Compressed Gas Association (CGA) threaded cylinder connection, the cylinder valve outlet shall be a modification of the CGA standard threaded connection number 347 for breathing air for 4500 and 5500 psig systems.

D. Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting "lock open service"; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.

E. The cylinder valve shall have an RFID tag molded into the elastomeric bumper with a universal RFID marking embossment.

F. The RFID tag shall be capable of storing product specific information, including serial number, manufacture date, hydrostatic test date, pressure rating and life expectancy.



G. The SCBA shall maintain all NIOSH and NFPA standards with any of the types of cylinders listed as provided by the SCBA manufacturer.

### **1.12 Cylinder Type – Carbon-Wrapped**

A. The cylinder shall be manufactured in accordance with Department of Transportation (DOT) specifications and meet the Transport Canada requirements with working pressures of 4500psig.

B. The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.

C. The cylinder shall have a 2D barcode located under the protective gel coat programmed with the following information, at a minimum: serial number, manufacture date, and hydrostatic test date.

D. The cylinder shall be available in a 30-minute, 45-minute, 60-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm). For this RFP requirement all the cylinders shall be supplied in a 45-minute configuration.

### **1.13 Personal Alert Safety System (PASS) with Firefighter Locator**

A. The PASS Device shall be certified to NFPA 1982, Standard on Personal Alert Safety Systems, 2018 Edition.

B. Operation of this distress alarm shall be initiated with the opening of the valve of a charged SCBA cylinder.

C. The system shall feature a “hands-free” reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.

D. The system shall operate from a single power source containing six “AA” batteries.

E. The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.

F. When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.

G. When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal able to be received by a separate hand-held receiver.

H. The locating system shall be programmable with eight alpha-numeric characters to provide identification information.

I. The PASS device shall contain two components: Console and a Sensor Module.

J. When the PASS device goes into pre-alarm, the user shall be notified through a distinct light pattern in the HUD display located on the mask-mounted regulator.

### **1.14 Console**

A. The console shall be located on the user's right shoulder harness.

B. The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.

C. The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

D. The console shall display to the user the following:

- Pre-Alarm: alternating red flashing LEDs;
- Full Alarm: dual flashing red LEDs and a flashing PASS icon;
- Low Battery: red flashing LEDs;
- Normal System Operation: flashing green LED.

E. The console shall contain a photo sensing diode that automatically adjust the brightness of the HUD as the ambient lighting conditions change.

F. The console shall contain an integrated RFID tag.

G. The console shall contain push buttons for user interface.

H. The push buttons shall be designed to minimize accidental activation.

I. A yellow color-coded push button shall permit system reset.

J. A red color-coded push button shall permit manual activation of the full alarm mode.

K. The console shall be equipped with an LED "External HUD" allowing others to determine the user's cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.

L. A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.

M. A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.

N. A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% (+/- 2%) of the rated cylinder pressure.

### **1.15 Sensor Module**

A. The system shall include a sensor module mounted to the SCBA back frame and located in an area between the cylinder and back frame in a manner designed to protect the assembly from damage.

B. The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.

C. The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.

D. The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.

E. The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:

- Pre-alarm PASS
- Full-alarm PASS
- Low battery

F. The visual indicators on the back frame-mounted sensor module shall flash green during normal operation.

G. The visual indicators shall flash red when the device is in pre-alarm and full-alarm.

H. The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.

I. The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% (+/- 2%) of the rated cylinder pressure.

J. The sensor module shall have a Bluetooth® chipset integral to the unit to provide wireless connectivity to external devices.

### **1.16 Universal Emergency Breathing Safety System (UEBSS)**

A. The optional Universal Emergency Breathing Safety System (UEBSS) shall be certified to the NFPA 1981, 2018 Edition standard.

B. The UEBSS shall have one of each of the following requirements; (1) a manifold with one each of a Rectus socket and Rectus plug, both of which have check valves, (2) 40” minimum low-pressure hose, (3) a pouch for storing the hose, and (4) a dust cap for the socket and plug.

- C. The UEBSS shall be positioned on the wearer's right side and shall be capable of allowing for six feet of hose between like systems.
- D. The manifold shall be made of aluminum and anodized.
- E. The socket and plug shall have specific spacing, no less than 15° off-center.
- F. The socket shall have a double action to disengage, noted as a "push-in/pull-back".
- G. The plug and socket shall be equipped with a check valve.
- H. The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.
- I. The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36" of hose.
- J. The pouch shall be attached to the SCBA by snap fasteners.
- K. The pouch shall have a pull-strap to assist with opening of the flap and gaining access to the hose and manifold assembly.
- L. The pouch shall be marked "UEBSS" and be constructed of reflective material.
- M. The pouch shall be removable from the back frame without the use of tools.
- N. The UEBSS shall have provision for connection of a supplied airline for extended duration use while reserving the cylinder supply for egress.

## **SECTION 2 OTHER REQUIREMENTS**

### **2.1 General**

- A. Must have a full-time employee assigned to the account for immediate access and technical support of the respiratory program. Please list name, contact information in the space provided on the Bid Form contained herein.
- B. Must have at least five mobile service vehicles located full time in SC/NC to support the service needs of York County Fire. Bidder must supply documentation with bid proposal.
- C. All service technicians must have a current Scott certification as an authorized technician and must also be certified by the manufacturer to teach technician level classes to York County Fire. Bidder must supply documentation with bid proposal.

D. Must have a vendor owned (not contracted) DOT hydrotesting facility within two hours of York County.

E. Successful bidder must be a Five Star Scott Certified service center.

F. Must have a vendor owned (not 3rd party contracted) mobile DOT hydrotesting trailer located within two hours of York County. All dot hydrostatic testing of cylinders related to this proposal must be able to be performed on site at the different fire stations located in York County. York County will be responsible for providing on-site air for refill of air cylinders after hydrostatic testing is completed.

G. Must supply two individuals for at least 40 hours each for unboxing, inspection, programming and set up of completed units upon delivery to York County Fire. These individuals must be capable of programming inventory numbers into the SCBA back electronics and coordinating any repairs from out of box issues if any are found.

H. Must supply at least six one-hour training sessions to local departments under a train the trainer program on new equipment delivery. Three of these sessions shall be conducted during normal business hours and three of these sessions shall be conducted in the evening hours. York County Fire reserves the right to move any and/or all of these training sessions to day or evening sessions.

I. Must supply the York County Fire service staff with an on-site service class that will certify the members as a Certified Technician Level 1.

J. Must supply masks to York County Fire for fit testing of members upon award of contract. Successful vendor shall supply six small, six medium and six large masks for this process.

## **2.2 Warranty**

A. The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.

B. The warranty period shall be for as long as the SCBA is owned by the original purchaser.

C. This warranty shall not require a registration in order to activate.

D. This warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.

## **2.3 Delivery**

Price shall include delivery to York County Fire Training Center, 2500 McFarland Rd, York, SC 29745.

## **SECTION 3 INSTRUCTIONS TO BIDDERS**

### **3.1 Submittal**

**Online submittal:** Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. 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](mailto: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.

**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](http://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 equipment described in this document. Delivery must be complete within 120 days of receipt of purchase order.

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

## **5.21 Federal Funds Special Condition(s)**

This item is being purchased via federal appropriated funds and must comply with federal standards to include the following:

**Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** - Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to York County Government. [As applicable](#), Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract.

# BID FORM

## A. Price

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

QUANTITY	DESCRIPTION	PRICE
1 Package	<p><b><u>Self-Contained Breathing Apparatus (SCBA) Package:</u></b></p> <p>460- SCBA units as specified below.</p> <p>920- 45-minute 4500psig cylinders as specified below.</p> <p>1000- SCBA face pieces as described below, various sizes required.</p> <p>Make/Model: _____</p>	
	SC SALES TAX	
	DELIVERY FEE	
	<b>GRAND TOTAL</b>	

## B. Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No \_\_\_\_\_, dated \_\_\_\_\_.



## C. Exceptions

## D. Questionnaire

1. Name, address and phone number of the manufacturer's service representative(s) for the state.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Service Center Name: \_\_\_\_\_

Service Center Address \_\_\_\_\_

3. Delivery time: \_\_\_\_\_ days.

**E. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW**

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
COMPANY FAX# (IF APPLICABLE)

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FEDERAL ID#

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

Minority Status

- \_\_\_\_\_ Not Minority Owned
- \_\_\_\_\_ African American Male
- \_\_\_\_\_ Caucasian Female
- \_\_\_\_\_ African American Female
- \_\_\_\_\_ Aleut
- \_\_\_\_\_ Eskimo
- \_\_\_\_\_ East Indian
- \_\_\_\_\_ Native American
- \_\_\_\_\_ Asian
- \_\_\_\_\_ Other (Please Explain)