YORK COUNTY GOVERNMENT

PURCHASING DEPARTMENT
PO Box 180, 6 South Congress Street
York, South Carolina 29745-0180
(803) 684-8520
www.yorkcountygov.com/purchasing

INVITATION FOR BIDS

Date: **January 3, 2017** **BID ID # 2413/2-1-17**

Sealed Bids for furnishing the construction of ***a new Riverview Volunteer Fire Department Facility and associated Site work at 141 Grant Farm Drive, Fort Mill SC 29745***. A pre-bid meeting is scheduled for ***2:00 P.M.E.S.T on Tuesday, January 17, 2017 in Room 136 of the Agricultural Building, 6 South Congress St, York, SC 29745*** to discuss the goals and objectives of this request, critique the specifications, ask/answer questions. **Bids will be received** in the Purchasing Office, Room 114, until ***3:00 P.M.E.S.T. on Wednesday, February 1, 2017.*** Bids will be publicly opened in ***Room 136*** of the Agricultural Building, 6 South Congress Street, York, SC 29745 by the Purchasing Director.

COUNTY OF YORK

Teria G. Sheffield
Purchasing Director

Project Description:

Riverview station 2 includes the construction of a single story Type V-B construction, unprotected, un-sprinklered building of approximately 5,936 square feet. The primary occupancy is Storage S-2 (parking enclosed) with secondary of Business B. The main structure will be pre-engineered building with metal panel exterior siding and roof with some masons, veneer, and CMU backup. Interior partitions will be CMU and steel stud. Construction also includes site development of grading, segmental retaining walls, asphalt and concrete paving and landscaping.

SPECIAL CONDITIONS

Bids must be submitted on this form. Bids made otherwise will be subject to rejection. The above **Bid #** must be shown on front of the envelope in which this bid is submitted. York County assumes no responsibility for unmarked envelopes being considered for award. Authorized company representative is required to sign on the reverse side of this page in the space provided. **Bids not signed will automatically be rejected.** It is requested that completed bids be either typewritten or handwritten in black ink only. **Facsimiles or electronic responses are not acceptable.** 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 meeting or submitting a bid on time, the County reserves the right to accept or excuse the firms tardiness. **LATE BIDS WILL NOT BE ACCEPTED.**

SPECIAL CONDITIONS (Continued)

To ensure that Bidders receive all addenda and or clarifications to the bid documents in a timely manner, it is recommended that all bidders obtain the Bidding Documents from the Engineer. A large set hard copy or PDF of the bid documents may be obtained at the office of York County Engineering or upon email request. The Bid Documents can be obtained by contacting:

Teresa Bass
York County Engineering
6 South Congress St.
York, SC 29745
803-818-5707
Teresa.bass@yorkcountygov.com

Direct questions concerning the bid should be directed to:

Neil Brown
Garner & Brown Architects, PA
1718 East Blvd,
Charlotte NC 28203
(704) 333-1051
(704) 376-6546 FAX
Email: neil@garner-brown.com

INSTRUCTIONS TO BIDDERS

a. **Submit one (1) signed original and two (2) copies of your bid.**
b. Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening will be void regardless of when they were mailed.
c. Quote prices on units specified with packing included.
d. Attach complete specifications for any permitted substitutions offered or when amplification is desirable or necessary.
e. If specifications or description papers are submitted with bids, enter bidder's name thereon.
f. If the article bid upon has a trade name or brand, show same in the bid.
g. When required, furnish samples, free of expense, prior to the opening of bids.
h. Show delivery time required after order is received (see BID below).
i. Address and mark bids as indicated in the notice.

CONDITIONS

a. The County reserves the right to reject any and all bids, and to waive all technicalities.
b. Unit prices will govern over extended prices, unless otherwise stated in notice.
c. Time in connection with discount offered, will be computed from date of delivery of commodities to carrier, when inspection and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of the bid, from date of laboratory report.
d. In case of default of contractor, the County reserves the right to purchase any or all items in default in open market, charging contractor with any excessive costs. Should such change be assessed, no subsequent bids nor the defaulting contractor will be considered until the assessed charge has been satisfied.
e. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
f. Prices bid must be based upon payment in thirty days. Discounts for payment in less than thirty days will not be considered in making award.
g. The right is reserved in case tie bids are received to make award as considered to be most advantageous to the County.
h. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
i. Unless otherwise indicated by the Purchasing Director, prices must be firm.
j. The successful bidder shall indemnify and save harmless the County of York and all County officials, agents and employees, from all suits or claims of any character brought by reason of infringing on any patent trade mark or copyright.
k. Bidders must guarantee price for a period of not less than 120 days.

_____
DATE

_____
COMPANY NAME

_____
COMPANY ADDRESS

_____
CITY, STATE, ZIP+4

_____
COMPANY TELEPHONE NUMBER

_____
COMPANY FAX # (IF APPLICABLE)

_____
EMAIL ADDRESS

_____
S. C. SALES TAX # (ONLY IF OUT OF STATE)

_____
FEDERAL ID #

_____
AUTHORIZED SIGNATURE

_____
PRINT OR TYPE NAME ABOVE

Definitions of categories as related to your firm
Please check one

_____ Not Minority Owned
_____ African American Male
_____ Caucasian Female
_____ African American Female
_____ Aleut
_____ Eskimo
_____ East Indian
_____ Hispanic American
_____ Native American
_____ Asian
_____ Other (Please Explain)

IMPORTANT

1. **READ ALL BID INSTRUCTIONS!**

2. **SIGN AND RETURN THE ORIGINAL BID!** BID NOT SIGNED WILL BE AUTOMATICALLY REJECTED.

3. **LATE BID WILL NOT BE ACCEPTED!** BID MUST BE RECEIVED ON OR BEFORE THE DESIGNATED OPENING DATE AND TIME.

4. **PROSPECTIVE BIDDERS, OR VENDORS INTERESTED IN DOING BUSINESS WITH YORK COUNTY**, CAN REGISTER THEIR FIRM ON THE PURCHASING DEPARTMENT'S HOMEPAGE BY ACCESSING WWW.YORKCOUNTYGOV.COM/PURCHASING. PROSPECTIVE BIDDERS AND VENDORS CAN ALSO ACCESS, VIEW, AND PRINT CURRENT BID DOCUMENTS ON THE HOMEPAGE.

5. **VENDORS ARE RESPONSIBLE FOR KEEPING THEIR COMPANY INFORMATION UPDATED. IF YOU DO NOT KNOW IF YOUR COMPANY IS REGISTERED OR IF YOU FORGOT YOUR USER NAME/PASSWORD YOU MAY CALL THE PURCHASING OFFICE FOR ASSISTANCE AT 803-684-8520.**

INFORMATION TO BIDDERS

1. PROJECT DESCRIPTION

1.1. The Work of this project consists of furnishing all labor, materials, equipment, tools, construction, services and incidentals and of performing all work necessary to the Riverview Volunteer Fire Department in accordance with the Contract Documents prepared therefore and entitled ***Riverview Volunteer Fire Department Station 2.***

1.2. Completion time for the project will be ***300 calendar*** days as set forth in the Agreement.

2. DEFINED TERMS

2.1. Terms used in the Information to Bidders are defined and have the meanings assigned to them in the General Conditions.

3. COPIES OF BIDDING DOCUMENTS

3.1. Only complete sets of Bidding Documents will be issued and shall be used in preparing Bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation for Bids.

4. QUALIFICATIONS OF BIDDERS

4.1. Each Bid must contain evidence of the Bidder's qualifications to do business in the area where the project is located.

4.2. To demonstrate his qualifications to perform the Work, each Bidder must be prepared to submit, within five days of OWNER's request, a Statement of Qualifications providing written evidence as to his financial status; previous successful contractual and technical experience in similar work including references, description and volume of present commitments, evidence of possession of valid state, county, and local licenses; Certificates of Competency covering all operations and all areas of political jurisdiction involved in the work of this project; and such other data as may be requested by the OWNER.

4.3. Statement of Bidders Qualifications

If requested by the OWNER, Bidder must submit a Statement of Qualifications (the Qualifications) to include the following information. Bidder must provide all requested information in the Qualifications, and the data given must be clear and comprehensive. This statement shall be notarized and furnished to the OWNER, within five days of OWNER's request. If necessary, the Qualifications questions may be answered on separate, attached sheets. The Bidder may submit any additional information he desires.

4.3.1. Name of Bidder.

4.3.2. Name(s), address(es), & social security number(s) of company principal(s).

4.3.3. Permanent main office address.

4.3.4. When organized.

4.3.5. If a corporation or company, list the State where incorporated or registered, year incorporated or registered, and the location of the principal place of business.

4.3.6. How many years has your organization been engaged in the contracting business under your present firm or trade name?

4.3.7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).

4.3.8. Under what other and former names has your organization operated?

4.3.9. General character of work performed by your company.

4.3.10. Has your company ever failed to complete any work awarded to you?

4.3.11. Have you ever defaulted on a contract?

4.3.12. List the more important projects completed by your company in the last five (5) years, the approximate cost for each project, and the month and year completed.

4.3.13. List your major equipment available for this contract.

4.3.14. Experience in construction work similar in importance to this project.

4.3.15. Background and experience of the principal members of your organization, including officers.

4.3.16. Credit available: $ _____.

4.3.17. Give bank references: _____.

4.3.18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

The following statement shall appear on the submitted Statement of Bidder Qualifications: "The undersigned hereby certifies that information furnished is true and accurate and further authorizes and requests all persons, firms, and corporations to furnish all information requested by the OWNER to allow verification of the information requested in this Statement of Bidder's Qualifications."

5. DISQUALIFICATION OF BIDDERS

5.1. One Proposal: Only one Proposal 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 Proposal for the work involved, all Proposals submitted by that Bidder will be rejected.

5.2. Collusion Among Bidders: If OWNER believes that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same work.

6. EXAMINATION OF SITE CONDITIONS

6.1. Each Bidder, by and through the submission of his Bid, agrees that he has examined the site, the location of all proposed work, and has satisfied himself from his own personal knowledge and

experience or professional advice as to the character and location of the site, surface and subsurface conditions, elevations, locations of underground utilities and structures, and any other conditions and obstructions affecting the work, the nature of any existing construction, and other physical characteristics of the job, in order that the prices which he bids include all costs required for satisfactory completion of the work, including the removal, relocation, or replacement of any objects or obstructions which may be encountered in doing the proposed work.

6.2. Reports and records of obstructions and subsurface investigations shown on the Drawings or included in the Bid Documents, were made solely for design purposes. The OWNER and ENGINEER do not warrant, guarantee or represent that said data is accurate or complete with respect to actual subsurface conditions throughout the site. Therefore, the Bidder, by and through the submission of his Bid, affirms that he has satisfied himself with respect to such site conditions, and, should the Bidder be awarded the Contract, he agrees that he will make no claims against the OWNER or ENGINEER if, in carrying out the work, he finds that the actual conditions do not conform to those indicated. The OWNER will, upon request, provide each Bidder with reasonable access to the site to conduct such tests and investigations as each Bidder deems necessary for submission of his Bid. If a Bidder obtains such access he shall restore the site to the condition existing prior to conducting said tests and investigations.

6.2.1. In reference to those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.

6.2.2. In reference to those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which has been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness for the purpose of bidding or construction.

Copies of such reports and drawings will be made available by OWNER to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 6.2.1 and 6.2.2 are incorporated into the Contract Documents by reference.

6.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof.

6.4. Should a Bidder find that any subsurface conditions, Underground Facilities or other physical conditions at or contiguous to the site is of such a nature as to require a change in the Contract Documents due to differing conditions, Bidder shall at once notify the ENGINEER in writing.

6.5. The land upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by OWNER in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the successful Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and/or paid for by OWNER unless otherwise provided in the Contract Documents.

7. EXAMINATION OF CONTRACT DOCUMENTS

7.1. Each Bidder shall carefully examine the Contract Documents, and become thoroughly informed regarding any and all conditions and requirements that may in any manner affect cost,

progress or performance of the Work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

7.2. Should a Bidder find discrepancies, ambiguities, or omissions in the Bid Documents or Contract Documents or doubt as their meaning, the Bidder shall at once notify the ENGINEER in writing.

7.3. The Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Articles 6 and 7; without exception the Bid is premised upon performing and furnishing the Work required by the Contract Document; and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Contract Documents or about the bid process must be written. No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or the bid process. 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. Any 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 and will be mailed or sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided on the Bid Form. In case any Bidder fails to acknowledge receipt of such addenda, submission of the bid constitutes acknowledgement of the receipt of all addenda. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by him. 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) Calendar days prior to the date for opening of Bids may not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will have no legal effect.

8.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

8.3 Inquiries regarding interpretation or additional information concerning the County's requirements or stipulations concerning this request can be made via email as listed below.

Send questions regarding the Scope of Work via email to

Neil Brown
Garner & Brown Architects, PA
1718 East Blvd,
Charlotte NC 28203
(704) 333-1051
(704) 376-6546 FAX
Email: **neil@garner-brown.com**

Send procedural inquiries to

Teria G. Sheffield, Purchasing Director
teria.sheffield@yorkcountygov.com

9. INTERPRETATION OF QUANTITIES

9.1. The quantities of work to be performed and materials to be furnished under unit price items, as given in the Bid Form, shall be considered as approximate only and will be used solely for the comparison of Bids received. The OWNER and/or ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly with the quantities on the Bid Form. The Bidder may not plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the work. Payment to the CONTRACTOR under unit price items will be made only for the actual measured quantities of work performed and materials furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or decreased at the OWNER's option, as provided in the General Conditions, without in any way invalidating any of the unit or lump sum prices Bid.

10. ALTERNATES

10.1. When certain items of equipment or materials are specified or described as the product of a particular manufacturer - together with any required additional information such as model number, size or catalog number - only such specific items may be used in preparing the Bid, except as hereinafter provided.

10.2. A Bidder proposing to seek approval for the use of alternate, substitute, or “equal” items must do so in accordance with the provisions of Section 12 of the General Conditions and must judge for himself that such proposed equipment is of comparable character and quality to that specified. The OWNER or the ENGINEER will not discuss, approve, or disapprove any alternate or substitution of equipment or materials before execution of the Contract. The cost of changes in related work and additional drawings, which may be required to illustrate or define the alternate or substitute equipment and its relation to the other parts or portions of the work, shall be paid by the Bidder. Substitution of equipment or materials will cause no change in the Contract Time or in the amount of liquidated damages in the Contract Documents.

11. GOVERNING LAWS AND REGULATIONS

11.1. Upon award of a contract under this request the successful Bidder must comply with the laws of South Carolina including obtaining authorization or licensure to do business with this State if required.

11.2. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Bidder from authorization or licensure requirements, by submission of this signed proposal, the Bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under the Contract Documents and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

11.3. The Bidder is required to be familiar with and shall be responsible for complying with all federal, State and local laws, ordinances, rules, and regulations that in any manner affect the work.

11.4. The bid prices shall include all sales, consumer, use, and other taxes required to be paid in accordance with the law of the place of the project.

12. PREPARATION OF BIDS

12.1. Signature of the Bidder: Each Bidder shall sign the Bid Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is company, either a member or the managing member must sign the Bid on behalf of the company and provide evidence of his authority to sign the bid. If

the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. **Bids not signed may be automatically rejected.**

12.2. The Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. **Failure to show this required information in the proper place may cause the Bid to be automatically rejected.**

12.3. Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis as specified in the Bid Form. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered. All blanks on the Bid Form must be completed in black ink or typewritten.

12.4. Price Bid: The total price bid for the work shall be the aggregate of the lump sum prices bid and unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid Form. In the event that there is a discrepancy on the Bid Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount. Written values (in words) shall supersede numerical values, when discrepancies exist.

13. SUBMISSION OF BIDS

13.1. Each bid shall be submitted on the Bid Form as furnished, together with a suitable bid security as herein described.

13.2. The Bid, accompanied by bid security, as described in Section 14, and other required documents, shall be submitted in a sealed envelope clearly marked with the Project title (and if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of the Bidder. If forwarded by mail or other delivery system, the above mentioned envelope shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face of it and addressed to the entity and address stated in the Invitation for Bids. Bids will be received until the date and hour stated in the Invitation for Bids.

13.3. Bid Identification (I.D.) Number – The Bidder shall also clearly indicate the Bid I.D. Number of this bid on the outside of the sealed envelope within which the Bid is submitted in person to the York County Purchasing Department- Room 114, Agricultural Building, 6 S. Congress Street, York, SC 29745 or by mail to the York County Purchasing Department, 6 S. Congress Street, P.O. Box 180, York, SC 29745.

13.4. If requested by the OWNER, Bidder shall submit, within five days of OWNER's request, a list of the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the OWNER prior to award of Contract and shall be one of the considerations in determining the successful Bidder. After award of Contract, no change in subcontractors shall be made unless approved by the OWNER after a request for such a change, including the reasons therefore, has been submitted in writing by the CONTRACTOR.

13.5. 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 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 shall attach an explanation to the Bid Form.

14. BID SECURITY

14.1. Each Proposal must be accompanied by a cashier's check or Bid Bond made payable to the OWNER in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds $30,000. Generally, the bid security of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after the OWNER 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.

14.2. Attorneys-in-Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

14.3. Failure of the accepted Bidder to execute a Contract and file acceptable bonds within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the bid security to the OWNER as liquidated damages for damages sustained by OWNER. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

15. WITHDRAWAL OF BID

15.1. Any Bid may be withdrawn prior to the time scheduled in Invitation for Bids for the receipt thereof. A Bid may also be withdrawn within twenty-four (24) hours after the date of the receipt of the Bids, provided that the Bidder files a duly signed, written notice with OWNER and promptly there after demonstrates, to the reasonable satisfaction of OWNER, that there was a material and substantial mistake in the preparation of its Bid. The Bid security will be returned and the Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

16. MODIFICATION OF BIDS

16.1. York County does not allow modification of bids after submittal.

17. RECEIPT AND OPENING OF BIDS

17.1. Bids will be received until the designated time and will be publicly opened and (unless non-responsive) read aloud at the appointed time and place stated in the Invitation for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present. An abstract of the amounts of the base Bids and major alternates (if any) will be available to Bidders after the opening of Bids.

18. DETERMINATION OF SUCCESSFUL BIDDER

18.1. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid and the unit prices will be considered the Bid. Until the final award of the Contract, the OWNER does not bind himself to accept the minimum Bid stated herein, but reserves the right to reject any and all Bids and to waive technical errors and irregularities as may be deemed best for the interests of the OWNER. Bids containing modifications that are incomplete, unbalanced, conditional, and obscure; containing additions not requested or irregularities of any kind; not complying in every respect with the Information to Bidders and the Bid Documents, may be rejected at the option of the OWNER.

18.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates (if any), unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the qualifications to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

18.4. The Bids of the three (3) lowest responsible Bidders will remain subject to acceptance for a maximum of one hundred twenty (120) days after the day of the Bid opening, but OWNER may, at its sole discretion, release any Bid and return the bid security prior to that date.

19. AWARD OF CONTRACT

19.1. The OWNER reserves the right to reject any or all Bids or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or part of the work contemplated. The OWNER reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items. If Bids are found to be acceptable by the OWNER, written Notice of Award will be given to the lowest responsible Bidder of the acceptance of his Bid and of the award of the Contract to him.

19.2. If a Bidder to whom a Contract is awarded forfeits his bid security and the award of the Contract is annulled, the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise the work.

19.3. The Contract will be awarded to the lowest responsible Bidder complying with the applicable conditions of the Contract Documents.

19.4. The ability of a Bidder to obtain Performance and Indemnity and Payment Bonds shall not be regarded as the sole test of such Bidder's competence or responsibility.

19.5. The OWNER also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

20. EXECUTION OF CONTRACT

20.1. The Bidder to whom a Contract is awarded will be required to return to the OWNER a minimum of three (3) executed counterparts of the prescribed Contract or Agreement together with the required Performance and Indemnity and Payment Bonds and the required Certificates of Insurance within ten (10) days from the date of Notice of Award. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

21. PERFORMANCE AND PAYMENT BONDS

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

21.2. The Performance and Indemnity and Payment Bonds shall remain in force for two (2) years from the date of final payment of the Work as a protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period.

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

22. CERTIFICATES OF INSURANCE

22.1. Simultaneously with his delivery of the executed Contract and Bonds to the OWNER, the Bidder to whom a Contract has been awarded shall deliver to the OWNER the required Certificates of Insurance and endorsements certifying insurance coverage in amounts not less than the limits of liability and coverages and naming the insureds and additional insureds as provided in the General Conditions, or as required by law, whichever is greater.

23. AFFIRMATIVE ACTION

23.1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Contractors shall comply with Title VI of the Civil Rights Act of 1964.

24. DRUG FREE WORKPLACE

24.1. Drug free workplace**:** During the performance of this project, the CONTRACTOR 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 CONTRACTOR that the CONTRACTOR maintains a drug-free workplace.

24.2. 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 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.

25. CONFLICT OF INTEREST

The successful Contractor 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 Vendor 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.

26. PROHIBITION OF GRATUITIES

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

27. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Subject to the requirements of the Freedom of Information Act, any confidential commercial or financial information provided by the Bidder in response to this Invitation for Bids will not be disclosed if the Bidder clearly marks "CONFIDENTIAL" on each specific part of its Bid containing confidential information. Confidential commercial or financial information includes proprietary information, trade secrets, or other information exempt from disclosure under S.C. Code Ann. § 30-4-40. The Bidder must only mark the section containing confidential information as "CONFIDENTIAL." Marking the

entire document confidential may result in the accidental release of confidential information.

York County disclaims any responsibility for accidentally disclosing information identified by any Bidder as confidential and for disclosing any information that proposer failed to visibly mark as "CONFIDENTIAL." York County may release information marked as confidential if York County determines that the information is not exempt from disclosure under S.C. Code Ann. § 30-4-40.

28. YORK COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS AND TO WAIVE ANY AND ALL TECHNICALITIES.

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Signature, Title of CONTRACTOR

CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL

All Bidders 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 Bidder as well as any sub-consultants. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Bidder hereby certifies without exception that Bidder 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 York County's option, may subject the contract to termination and any applicable damages.

The Bidder certifies that, should it be awarded a contract by the County, the Bidder 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 Bidder pursuant to this contract. The Bidder further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, the Bidder is expected to produce to the County any documentation or other such evidence to verify the Bidder's compliance with any provision, duty, certification, or the like under the contract.

The Bidder agrees to include this certification in contracts between itself and any subcontractors in connection with the services performed under the Contract Documents.

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Signature and Title of Bidder