



## **PROCUREMENT DEPARTMENT**

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**Teria G. Sheffield**  
**Procurement Director**

**SOLICITATION TYPE:** Invitation for Bid      **DATE:** 9/24/2024

**ID Number:** 2948      **Title:** York County Fiberoptic Cable Installation

**Due Date/Time:** October 30, 2024 at 3:00 p.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

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

**Voluntary Pre-Solicitation Site Visit:** October 17, 2024 at 1:00 p.m.

Starting at:  
York County Government Center (Main Entrance Foyer)  
6 S Congress St  
York, SC 29726

**Point of Contact:** Bryant Cook, Procurement Manager

**Questions Deadline:** No later than October 24, 2024 at 4:00 p.m.

**Tentative Date of Council Approval:** November 18, 2024

## SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

### 1.1 Description

The York County Information Technology Department is interested in receiving bids for fiberoptic cable to be installed at the Government Center, Moss Justice Center, Public Safety Communications, Animal Control and the Heckle Campus. The intent is to have fiber ran in each location to replace aging fiber and to increase bandwidth.

- Heckle Complex, 1070 Heckle Blvd, Rock Hill, SC 29732 - fiber will be ran through underground conduit between buildings 1 and 2.
- Government Center, 6 S Congress St, York, SC 29745 - fiber will be ran through underground conduit to the Historic Courthouse.
- Moss Justice Center, 1675-1 Old York Hwy, York, SC 29745 - there will be 7 runs of fiber. All are internal to the building.
- Public Safety Communications, 149 W Black St, Rock Hill, SC 29730 - there will be 3 runs of fiber. All are internal to the building.
- Animal Shelter, 713 Justice Blvd, York, SC 29745 - fiber will be ran through underground conduit to the Moss Justice Center. The conduit from the Animal Control building to a handhold at the road is full. New conduit will have to be buried from the building to the road. From that point, fiber can be ran through existing conduit to the Moss Justice Center.

All fiber is replacing older fiber that does not have at least a 10GB capacity.

Requirements for each building are listed below:

#### Heckle Complex

- 450' OM3 12 Strand
- 24 LC Connectors
- 4 Adaptor Panels

#### Government Center

- 1300' OS2 12 Strand
- 200' OM3 6 Strand
- 36 LC Connectors
- 4 Adaptor Panels

#### Moss Justice Center

- 1800' OM4 12 Strand
- 130 LC Connectors
- 14 Adaptor Panels
- 7 Fiber Enclosures

## Public Safety Communications

- 550' OM3 12 Strand
- 24 LC Connectors
- 4 Adaptor Panels

## Animal Shelter

- 1200' OS2 12 Strand
- 24 LC Connectors
- 4 Adaptor Panels
- Trencher
- 550' 2" Conduit

## 1.2 Requirements

- Bidder must provide all labor, materials and equipment to install fiber at each location.
- Work must include all labor, wiring, conduit, and associated hardware for a complete and usable system. All fiber must be hidden as much as possible and installed in a manner to provide maximum protection from weather conditions and vandalism.
- An itemized quote must also be submitted for each building with the formal bid.

## 1.3 Examination of Site Conditions

Each Bidder, by and through the submission of a Bid, agrees to have examined the site, the location of all proposed work, and is satisfied through 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 the Bidder 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.

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 York County in writing.

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 York County 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 York County unless otherwise provided in the Contract Documents.

#### **1.4 System Acceptance**

The system shall be tested for connectivity at various monitoring locations. The entire system will be fully functional for a period of 14 calendar days with no failures before acceptance of system.

#### **1.5 Warranty**

The bidder shall guarantee that the cabling is standard new material, latest model of regular stock product with all parts regularly used with the type of specification herein and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. The units delivered must be guaranteed against faulty material and workmanship for a period of one (1) year unless otherwise specified. If during this period such faults develop, the unit or part affected is to be replaced without cost to the County.

#### **1.6 References**

On the Bid Form provided, Bidder must include references for work completed similar in size and scope.

### **SECTION 2 OTHER REQUIREMENTS**

#### **2.1 General**

All materials should be new and unused

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

#### **2.2 Safety**

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

#### **2.3 Contractor License Requirements**

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

If applicable, the Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. All Bidders shall hold all valid and current applicable South Carolina Contractor's Licenses, with the appropriate classifications and limitations to satisfy the proposed scope of work and bid amount.

## **2.4 Bid Security**

Each Bid must be accompanied by a cashier's check or Bid Bond made payable to York County in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$50,000. Generally, the bid security the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Attorneys-in-Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

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

## **2.5 Performance and Payment Bonds**

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

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

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

## **SECTION 3 INSTRUCTIONS TO BIDDERS**

### **3.1 Submittal**

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

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

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

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

In Person/Courier Delivered Submittals: If Offeror elects to submit proposal in person or by mail instead of electronic submission, proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

### **3.2 Intent**

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

### **3.3 Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](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 installation and acceptance by owner of shake roofs described in this document. Proof of the specialty shake order must be received by CHM-designated project manager within 15 days of receipt of purchase order. Once the shakes are delivered the installation of roof should commence within 15 days.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

### **4.6 Termination of Contract**

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

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must

not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

#### **4.7 Non-Appropriation Clause**

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

#### **4.8 Protest**

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

### **SECTION 5 TERMS AND CONDITIONS**

#### **5.1 Acceptance and Deviations**

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

## **5.2 General Requirements**

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

## **5.3 Title VI of the Civil Rights Act of 1964**

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

## **5.4 Conflict of Interest**

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

## **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm

may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

## **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

## **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

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

## **5.8 Certificate of Insurance**

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

## **5.9 Assignment**

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

## **5.10 Ownership of Material**

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

## **5.11 Prime Responsibilities**

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

## **5.12 Subcontracting**

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

## **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

#### **5.14 Public Access to Procurement Information**

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

#### **5.15 Non-Collusion Bidding Certification and Disqualification**

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

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

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

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

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

### **5.16 Certification Regarding 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.

### **5.17 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.

### **5.18 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.

#### **5.19. 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. In accordance with 2 CFR Part 180 and Treasury's implementation regulations at 31 CFR Part 19, ARPA funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status can be checked on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov).38.

**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.

#### **5.20 FEDERAL FUNDS SPECIAL CONDITIONS**

This project is funded solely through funding from the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan. Therefore, this project/funding is subject to the requirements in the Final Rule (<https://www.govinfo.gov/content/pkg/FR-2022->

[01-27/pdf/2022-00292.pdf](#)), and York County must comply and meet the US Treasury's compliance and reporting requirements. Bidders must provide proof of registration of SAMS.gov and UEI number before bid is awarded.

**41.2 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.

## **5.21 Recovered Materials Requirement**

Contractors shall make maximum use of products containing recovered materials, when applicable, that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the project performance schedule, (2) meet project performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website. Contractors shall also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. EPA designated items: [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

## **5.22 Prevailing Wages**

Contractors will be required to certify throughout the project, that prevailing wages are being paid to all contractor and subcontractor employees. The wages listed on the included General Decision Number SC20240031 06/14/2024 will apply to this contract. Please note that the contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract.

**Contract Work Hours and Safety Standards Act**-Construction phases will be subject to the Contract Work Hours and Safety Standards Act ([Contract Work Hours and Safety Standards Act \(CWHSSA\) | U.S. Department of Labor \(dol.gov\)](#)).

## **5.23 Contract Work Hours**

Each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic

rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations at 29 CFR Part 5 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5.24 Safety Standards Act:** Safety Standards and Accident Prevention provisions require contractors to:

- Comply with the safety standards provisions of applicable laws, building and construction codes, the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupations Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and the property.
- Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor’s care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor’s care.

## **5.25 Coronavirus State and Local Fiscal Recovery Funds Compliance**

The awarded Bidder will be responsible for providing the below information throughout the project for US Treasury reporting requirements:

Broadband projects (EC 5.19-5.21) Collection includes new fields that began in July 2022. Additional fields will be phased in through future reporting periods, as noted below.

### **Overall Project Information**

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - o If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - o Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)’s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the

ACP to low-income consumers in the proposed service area of the broadband infrastructure (applicable only to projects that provide service to households).

#### Detailed Project Information

- Project technology type(s) (Planned/Actual)
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify) • Total miles of fiber deployed (Planned/Actual)
- Total number of funded locations served (Planned/Actual)
  - o Total number of funded locations served, broken out by speeds:
    - ♣ Pre-SLFRF Investment:
      - Number receiving 25/3 Mbps or below
      - Number receiving between 25/3 Mbps and 100/20 Mbps
    - ♣ Post-SLFRF Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps
      - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
  - o Total number of funded locations served, broken out by type (Planned/Actual):
    - ♣ Residential
      - Total Housing Units
    - ♣ Business
    - ♣ Community anchor institution
- Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (collection to be phased in a future reporting period)

#### Location-by-Location Project Information

For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be provided by Treasury (collection of certain fields will begin in October 2022, as specified below):

- Latitude/longitude at the structure where service will be installed (required starting October 2022)
- Technology used to offer service at the location (required starting October 2022)
- Location type (required starting October 2022)
  - o Residential
    - ☐ If Residential, Number of Housing Units

- o Business
  - o Community anchor institution
- Speed tier at the location pre-SLFRF investment (collection to be phased in)
  - o 25/3 Mbps or below
  - o Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (collection to be phased in)
  - o Maximum download speed offered
  - o Maximum download speed delivered
  - o Maximum upload speed offered
  - o Maximum upload speed delivered
  - o Latency
- Standardized FCC Identifiers
  - o Fabric ID # (Broadband Serviceable Fabric Locations)
  - o FCC Issued Provider ID #

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"General Decision Number: SC20240031 06/14/2024

Superseded General Decision Number: SC20230031

State: South Carolina

Construction Type: Building

County: York County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024

\* ELEC0379-010 01/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 31.31	15.5%+8.65

Work from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

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\* SUSC2011-027 08/31/2011

	Rates	Fringes
BRICKLAYER.....	\$ 17.50	0.67
CARPENTER (Form Work Only).....	\$ 15.53 **	1.76
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 17.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.10 **	0.00
DRYWALL HANGER.....	\$ 16.32 **	1.50
LABORER: Common or General.....	\$ 11.26 **	0.00
LABORER: Landscape.....	\$ 9.45 **	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/S tone.....	\$ 10.88 **	0.00
LABORER: Pipelayer.....	\$ 14.69 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.05 **	1.96
OPERATOR: Bulldozer.....	\$ 17.07 **	2.65
OPERATOR: Crane.....	\$ 19.39	2.02
OPERATOR: Grader/Blade.....	\$ 17.50	1.78
OPERATOR: Loader.....	\$ 11.64 **	1.03
PAINTER: Brush, Roller and Spray.....	\$ 12.36 **	0.00
PIPEFITTER.....	\$ 19.67	9.16
PLUMBER.....	\$ 19.21	4.56
ROOFER.....	\$ 12.11 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.11	0.00
TRUCK DRIVER.....	\$ 14.05 **	3.18

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# Contractor Pay Request Certification

Project: \_\_\_\_\_

Locality: \_\_\_\_\_ Contractor: \_\_\_\_\_

**Provisions:** *The contractor hereby certifies that work completed on the above-referenced ARPA Project and Contract during the period for which payment is requested complies with the following required provisions, as applicable in accordance with the contract terms and conditions:*

- 1. Contract Work Hours:** Each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 2. Safety Standards Act:** Safety Standards and Accident Prevention provisions require contractors to:
  - Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.
  - Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor's care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.
- 3. Debarment and Suspension:** In accordance with 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19, ARPA funds may not go to individuals or entities that are prohibited from doing business with the federal government. *Debarment status can be checked on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov).*

## **CERTIFICATION:**

- I certify to the best of my knowledge and belief, that the above referenced project has complied with the applicable provisions of the Contract Work Hours and Safety Standards Act as outlined above during the period for which payment is requested.
- I certify to the best of my knowledge and belief, that all laborers and mechanics employed by contractors and subcontractors during the period for which payment is requested were paid prevailing wages.
- I certify to the best of my knowledge and belief, that I nor my Company or any of my subcontractors on this project as included in the above-referenced Contract are not presently debarred, suspended, or ineligible from participating in transactions by the federal government or local government department or agency.
- I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that state agencies or the US Treasury may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer these funds.

***This form must be signed by the contractor and submitted as part of every Contractor's Application for Payment involving federal funds as supporting documentation. This form certifies compliance for the period as stated on the Contractor's Application for Payment.***

Contractor Signature: \_\_\_\_\_ Contractor Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_