



## ***PROCUREMENT DEPARTMENT***

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

**SOLICITATION TYPE:** Invitation for Bids

**DATE:** 3/19/2025

**ID Number:** 2965      **Title:** One (1) each, New, Unused, 2025 Model, Tandem Cab and Chassis with a Tilt Frame Roll Off Body

**Due Date/Time:** April 16, 2025 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

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

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

**Questions Deadline:** April 10, 2025 by 4:00 p.m.

**Tentative Date of Award:** May 5, 2025

## SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

### 1.1 Description

It is the intent of these specifications to describe one (1) each, new, unused, 2025 model, tandem cab and chassis with a Cummins diesel engine to be used in conjunction with a tilt frame roll-off body. It is intended that these chassis be of conventional design with a standard cab and all necessary standard equipment

### 1.2 Chassis Specifications

- A. **WEIGHT**: The manufacturer's certified gross vehicle weight (GVW) rating shall be a minimum of 59,500 pounds.
- B. **CAB**: The trucks shall be furnished with ***air cab mounts***, front fenders, radiator grill, tilting hood, running boards and a coupe type enclosed cab. All glass used in windows shall be tinted shatterproof safety glass. There shall be separate heavy-duty vinyl, bucket type seats for the driver and passenger that are equipped with seat belts. The driver's seat shall be air control.
- C. **DIMENSIONS**: The wheelbase shall be so that it will have a clear span of 186-inches from the rear of the cab to the center of the tandem.
- D. **ENGINE**: The engine shall be a Cummins in-line 6-cylinder diesel with not less than 330 horsepower at 2200 RPM; 1,000 Ft. Lbs. gross torque at 1450 RPM.
- E. **MUFFLER**: There shall be a horizontal frame-mounted muffler beneath the frame of the truck.
- F. **TRANSMISSION**: The trucks transmission shall be an Allison 3000RDS with synthetic oil added at the factory. There also shall be a low oil level sensor and side-by-side PTO option. The transmission must be accompanied by a certified Allison iSCANN.
- G. **REAR AXLE**: Both rear axles shall be 45,000 lbs., with magnetic traps, RT460 suspension with bronze bushings, and a gear ratio to obtain a maximum road speed of 70 mph.
- H. **FRONT AXLE**: Both front axles shall be 16,000 lbs., (oil lubricated wheel bearings) with 8,000 lb. springs on each side, complete with set-back axle(SBA) setting.
- I. **FRAME**: The all bolted frame shall be 110,000-psi steel with 29.4-section modulus. The frame rear overhang shall be a minimum of 68-inches.
- J. **WHEELS**: The front wheels shall be 22.5" x 8" 10 hole disc type and the rear wheels shall be 22.5" x 8" 10 hole disc type. All wheels shall have a minimum offset of 1-3/4" from bead to outside of wheel face.
- K. **TIRES**: The front tires shall be 12Rx22.5 16-ply. The rear tires shall be 11Rx22.5, 14-ply highway tread, tubeless type.
- L. **BRAKES**: The brakes shall be a full air type with a 12 cfm air compressor, 30/30 chambers, automatic slack adjusters and a Bendix AD-HF heated air dryer system, or equal.

- M. FUEL TANKS:** Complete with a minimum 75 gallon tank with auxiliary fuel filters.
- N. ELECTRICAL:** Minimum of two each 93 amp, 625 CCA minimum batteries and a minimum 75 amp. alternator shall be provided. All exterior lighting, with the exception of the headlights, shall be LED. Side & rear marker lights shall be Grote Micro-Nova LED or approved equal, unless prohibited by Federal and State regulations.
- O. COLOR:** Exterior: White  
Interior: Darkest available
- P. EQUIPMENT:** The trucks shall be furnished complete with all equipment customarily furnished as standard and all standard safety equipment as required by Federal standards. The following shall be factory installed in addition to (or in place of) the regular equipment:
1. Backup Alarm
  2. Heavy duty radiator w/50-50 coolant
  3. Lights to meet all Federal and State regulations
  4. Two front tow hooks mounted to frame
  5. Direct reading gauges
  6. Separate oil, water lights and buzzer to warn of low oil pressure, or overheating
  7. Two West Coast retractable mirrors
  8. Power steering
  9. AM/FM radio
  10. Dual air horns (single base)
  11. Factory installed air conditioning
  12. 12 volt auxiliary power supply inside cab
  13. Backup camera
  14. Bumper guide poles
  15. Air assist auto folding ICC bumper
  16. Bed raised alarm – non-audible, dash mounted light with buzzer.
  17. Hands-free Bluetooth phone capability.
  18. USB-A & USB-C charging ports.

### **1.3 TILT FRAME, HOIST & REEVING ASSEMBLY SPECIFICATIONS**

The hoist and haul units shall be capable of a 60,000 pound gross pick-up capacity, which shall include weights of the detachable container and payload. Acceptable makes are **Galbreath U5-OR-174**, **Galfab OR60174S0720**, or approved equal

The hoist and haul units shall consist of, but not be limited to, a tipping frame, a single cylinder cable drive system, a container locking means upon the tilt frame, a tilt frame pivot assembly and a roller stabilizer for auxiliary support during pick up.

The hoist and haul units shall have the ability of handling containers of varied manufactures and of design utilizing outside rail support. Engagement of the containers for pick-up shall be manually performed by use of a cable attachment running to the forward extremity of the containers under-structure or sub-frame.

All hydraulic functions of the units shall be by single-stage double-acting cylinders, and a chassis mounted power source and controls with operating levers.

## **A. TILT FRAME**

**1. GENERAL:** The tilt frame shall be of all steel construction. The tilt angle of the frame shall be at least 45 degrees from vertical when the tilt frame rails are in the full raised position. The tilt frame rails shall rest on a surface roller designed to meet a roadway surface when the tilt frame is mounted on a chassis frame rail approximately 43-inches high and the tilt frame is fully raised.

**2. FRAME RAILS:** The tilt frame shall be equipped with a pair of 10-inch x 4-inch x ½-inch rectangular rails, reinforced by 1/4 and 1/2 inch steel plate cross members. Each rail shall be equipped with alloy steel guide wear bars spaced at 35 ½-inches outside to permit support and guide for containers designed for outside rail support. Spring steel wear strips over the outside of rails, or a roller system, shall be provided.

**3. TILT FRAME LOCKING DEVICE:** The frame rails shall have an automatic spring-loaded container locking safety latch that prevents movement of the refuse container during transit. The safety latch shall have a manual feature to provide positive locking to prevent rearward movement of the container during the dumping cycle. There are also to be (1) each of a weld-on ratchetting winch with a 4" wide x 3' long roll-off strap w/hook on each side of the rear frame rails for the purpose of securing containers to the frame rail.

**4. REAR CONTAINER LOCKS:** Rear container locks shall be provided on both tilt frame rails at maximum of 65-inches back of the centerline of the tandem suspension.

**5. ROLLER STABILIZER:** A 6-5/8-inch diameter, 23-1/4-inch wide ground level roller stabilizer shall be provided at the rear-most extremity of the tilt frame rails. The roller shall rotate on a minimum 2-inch diameter shaft.

**6. PIVOT ASSEMBLY:** A pivot assembly shall be provided to permit elevating the forward end of the tilt frame to approximately 45 degrees. The pivot assembly shall be constructed of heavy steel plate, strengthened by steel reinforcements and braced by tubular cross members who also serve as a fulcrum.

**B. REEVING ASSEMBLY:** (60,000 lb. capacity) Reeving shall be accomplished by winding 7/8-inch heavy duty IWRC steel wire rope over five each 10-inch diameter case hardened sheaves. These sheaves shall rotate on a minimum 2-inch diameter shaft. The sheaves shall have bronze bushings and provided with a zerk fitting for lubrication. One each double-acting, one stage, chrome plated, telescopic type hydraulic cylinders rated at 60,000 pounds minimum capacity plus 10, move in guide rails on slide blocks with replaceable cast iron guide blocks.

**C. TARP SYSTEM:** The tilt frame shall be equipped with an automatic tarping system equal to the model 6970 Roll Rite stationary design, capable of covering a 40 yard container. Additional metal shall be added in the arm mounting area to protect from damage. The tarp arm spring boxes and tarp arms must **NOT** protrude beyond the side of the rear fenders, as illustrated in the picture below. The tarping system mast, in its completely lowered position, must be a minimum of 80" tall, measured from the top of the truck frame rail to the bottom of the tarp roller housing.



#### **D. HYDRAULIC SYSTEM AND POWER SOURCE**

**1. GENERAL:** Hydraulic power shall be by a heavy duty hot-shift PTO, mounted to the chassis transmission (Allison 3000RDS) and connected by a direct mount to the hydraulic pump.

**2. PUMP:** The pump shall be a continuous duty gear type with a capacity of no less than 30 gpm at 1500 rpm and operating at a pressure of 1,750 psi.

**3. CONTROL VALVE:** A manually operated control bank shall be provided for control of each hydraulic component. The valve bank shall contain appropriate reverse-flow check and shall be sectional in assembly. Inside air controls are to be a **Galbreath Power Tower**, or approved equal, with one control valve for the hoist raise/lower, one control valve for winch(cable) in/out, a lighted rocker switch to engage the PTO, and a lighted rocker switch to operate exterior work lights. A duplicate set of valve controls are to be located outside of the cab adjacent to the driver's door. An adjustable built-in pressure relief, pre-set and wire sealed at the design pressure shall be provided.

**4. OIL RESERVOIR:** A minimum 70 gallon potential capacity reservoir tank shall be provided. The tank shall have internal baffling, appropriate drainage opening with plug, a hand-hole clean out opening with gasket and cover, and filler port with an air breather cap. The system shall be delivered to the York County Maintenance Shop adequately filled with hydraulic oil meeting the manufacturer's requirements for proper long life operation of the system.

***The reservoir must be low enough to accommodate containers with wheels measuring 13" without the container wheels coming in to contact with reservoir breather/filler cap.***

**5. SUB-FRAME HYDRAULIC LINES:** All sub-frame hydraulic lines shall be designed with preformed steel hydraulic tubing. The tubing shall be located and attached to prevent contact with drive lines, or any other moving parts, that may cause wear.

**6. TILT FRAME LIFT:** The lift of the tilt frame rails shall be powered by two each one stage hydraulic cylinders that shall not be less than 6-inches in diameter.

**7. REAR FENDERS AND MUDGUARDS:** Heavy-duty, all metal, reinforced fenders shall be provided for the tandem rear axle. Replaceable rubber mud flaps shall be provided and mounted behind the rear-most tires.

**8. LIGHTS AND REFLECTORS:** Lights and reflectors, which conform to the latest, Federal Motor Vehicle Safety Standards, shall be provided. Side & rear marker lights shall be **Grote Micro-Nova LED** or approved equal, unless prohibited by Federal and State regulations. (4) LED work lights are to be provided, (2) are to be mounted at the top of the tarp mast(one on each side) and (2) are to be mounted on top of the rear bumper(one on each side above the tail lights).

**9. STORAGE BOX:** A 20" x 48" storage box of all steel construction, mounted on the left side of the frame, shall be provided for storing a minimum 12x26 foot canvas container cover. The box is to be identical in design to a **Holtz Industries box # M-G-4395AO**.

**10. PAINTING PROCEDURE:** The complete tilt frame unit shall be thoroughly cleaned and sand blasted to a number 6 commercial blast as outlined by the Steel Structures Painting Council. The units, after proper cleaning, shall receive a coat of two part epoxy primer applied with a dry film thickness of 1.25 mils. The finished coat shall be a two part epoxy that meets or exceeds Imron 6000 specification applied with a minimum dry film thickness of 1.6 mils. The dry film thickness of the total system shall not be less than 2.85 mils.

**11. COLOR:** Black

## **SECTION 2 SPECIAL CONDITIONS**

### **2.1 Preparation**

The unit is to be prepared in the on-site facilities of a factory-authorized dealership having adequate personnel and equipment to perform all factory required pre-delivery service.

### **2.2 Service Literature**

The successful bidder shall furnish factory service bulletins, to include warranty bulletins for a minimum period of 2 years from the beginning of the contract.

### **2.3 Mandatory**

One copy of the Shop Service Manual and one copy of the Emission and Drivability Manual with Electronic Schematic Diagrams are to be furnished to York County Equipment Maintenance Shop upon delivery of the vehicles.

## 2.4 General

The unit shall be new, unused, complete and of the latest manufacture available. The entire unit must be properly serviced, and ready for immediate operation, including anti-freeze.

When delivered, the unit shall be complete in every way with all necessary and usual appurtenances, fixtures and equipment commonly furnished on vehicles sold for commercial purposes, even though not specified herein. The unit and all parts and all equipment shall be new, sound and of workmanlike finish and appearance. All parts not specifically mentioned in this specification shall conform to the best-accepted standards in design, material and workmanship

Where the words "heavy duty" is used to describe a specified item, they shall mean that if the Manufacturer customarily offers a heavier vehicle than the standard item, the optional unit shall be furnished. Furthermore, in the event no heavier duty option is available, the County reserves the right to decide if the standard vehicle is of acceptable quality and capacity, and to reject any bid proposing to supply standard equipment components which are considered inadequate.

York County reserves the right to reject any and all bids proposing to furnish equipment, in the opinion of the County that is not satisfactory for its use in the proposed application.

After the truck is serviced, the dealer prep form will be completed, signed, and delivered with the truck.

No dealer advertising in any form is to be placed on or in the truck.

***One complete set of filters, to include air, oil, fuel, water, etc. needed for servicing the truck and tilt frame is to be provided.***

## 2.5 Warranty

The vehicles shall carry the manufacturer's standard 36-month, 36,000-mile warranty, which shall begin when the purchaser places the units into service. The successful vendor shall perform the administrative details of adjusting the warranty start date.

## 2.6 Delivery

Price shall include delivery to the York County Equipment Maintenance Dept., 521 Complex Lane, York, SC 29745

# SECTION 3 INSTRUCTIONS TO BIDDERS

## 3.1 Submittal Requirements

Electronic submittals shall be uploaded in PDF format via the Getall online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful.

Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

The Bidder shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

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

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

### **3.2 Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request. To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website <https://www.yorkcountygov.com>. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **3.3 Inquiries**

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

## **SECTION 4 BID EVALUATION, AWARD, AND CONTRACT**

### **4.1 General**

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

### **4.2 Determination of Lowest Bidder**

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



#### **4.3 Modification of Bids**

York County does not allow modification of Bids after submittal.

#### **4.4 Award**

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

#### **4.5 Terms of Contract**

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

#### **4.6 Termination of Contract**

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

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

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

## **4.8 Protest**

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

## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 Acceptance and Deviations**

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

### **5.2 General Requirements**

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

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

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

### **5.4 Conflict of Interest**

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

## **5.5 Indemnification and Hold Harmless**

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

## **5.6 Drug-Free Workplace**

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

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

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

## **5.8 Certificate of Insurance**

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

## **5.9 Assignment**

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

## **5.10 Ownership of Material**

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

## **5.11 Prime Responsibilities**

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

## **5.12 Subcontracting**

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

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

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

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

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of

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

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

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

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

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

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

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

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

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

### **5.17 Certification Regarding Immigration Reform and Control**

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the

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

### **5.18 Chain of Communication**

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

### **5.19 Prohibition of Donations and Gratuities**

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

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