



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 1/28/2026

ID Number: 3027

Title: One (1), Ford F550 XLT SD 2026/current production model 4X4, Dual Rear Wheel, Crew Cab, 19,500GVW Transverse Flat Bed Brush Truck

Due Date/Time: February 18, 2026 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: February 11, 2026 by 4:00 p.m.

Tentative Date of Award: March 16, 2026

SECTION 1 SPECIFICATIONS AND SCOPE OF WORK

1.1 DESCRIPTION

It is the intent of these specifications to describe One Ford F550 XLT SD 2026/current production model, new, unused, 4X4, Dual Rear Wheel, Crew Cab, 19,500GVW Transverse Flat Bed Brush Truck. It is intended that the truck be of conventional design.

1.2 GENERAL SPECIFICATIONS

- a. CAPACITY:** Minimum GVW of 19,500 lbs.
- b. CAB TO AXLE:** A minimum CA of 60-inches clear from cab to axle.
- c. ENGINE:** The truck shall be equipped with a water-cooled Diesel engine with a minimum of 8-cylinders and a minimum piston displacement of 6.7 liters and shall incorporate engine exhaust braking. A regeneration inhibit option will be provided to allow the operator to inhibit active regeneration if necessary.
- d. SPEED LIMITER:** The limited top speed shall be set at 75MPH.
- e. TRANSMISSION:** The transmission shall be a 10-speed heavy-duty automatic type with electric shift transfer case.
- f. UPGRADED FRAME:** All frame members shall be of proper strength and construction and in keeping with a design incorporating these specifications. The frame to be flat straight design behind the cab to the end to simplify body mounting.
The Payload Upgrade Package provides for frame upgrade to increase strength for the load demands of the intended fire apparatus
- g. BRAKES:** The truck shall be equipped with a mechanical emergency or parking brake and four-wheel disc brakes. In addition, the Diesel engine shall have an exhaust brake feature to decrease demand on the disc brakes. W/Brake Assist and Hill Assist.
- h. TIRES/WHEELS:** The truck shall be furnished with seven (7) each 225/70R19.5G A/T Traction tires w/traction spare tire.
19.5-inch Forged polished aluminum rims shall be furnished with bright center caps. One of the seven tires shall be a full-size spare.
- i. 4X4:** This shall incorporate manual locking hubs w/shift on the fly electric shift for 2high, 4low and 4high. Additionally, Skid Plates for transfer-case and fuel tank (if available) shall be provided.
- j. CAB:** The cab shall be of all-steel or aluminum coupe fully enclosed type with seat belts for each passenger. Shall have four (4) full size doors. Safety glass shall be furnished throughout. Front doors shall be equipped with key-type locks.
- k. BUMPERS, GRILL:** A chrome bumper, chrome grill
- l. COLOR:** Exterior: Race Red
Interior: A dark color from the standard colors' selection.

m. ELECTRICAL SWITCHES: Six (6) Upfitter switches to be mounted overhead and blunt cut wires to facilitate emergency electrical equipment installation.

n. EQUIPMENT: The truck 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 supplied in addition to, or in place of, the regular equipment:

1. Power equipment group, Power windows, Mirrors, and door locks
2. AM-FM Stereo radio
3. Power steering
4. Stabilizer bars, FRONT and REAR axles
5. Heavy-duty black vinyl floor covering
6. Heavy-duty shock absorbers FRONT & REAR
7. Heavy-duty rear spring suspension with auxiliary rear springs
8. Heaviest available front-end components (to accept aftermarket winch / Brush Guard)
9. Deluxe factory installed air conditioning
10. Heavy duty platform step bars running the full length of the cab
11. Back-up alarm/exterior
12. Rear view Camera and Prep kit
13. Blue tooth, hands-free cell phone capabilities
14. Heavy duty towing package
15. Integrated brake controller, wiring harness, and 7-pin RV type connector.
16. SecuriCode Keyless Entry Keypad (driver's door)
17. Tilt steering wheel
18. (2) USB power points
19. 120volt power outlets
20. (3) Sets of keys with FOB's
21. Flooring - floor liner/ All-weather floor mats
22. DOT Roof marker lights
23. Cruise control
24. Front Fog Lights
25. Upfitter switches

o. SEATING: Seats to be heavy-duty material dark in color, the Front power adjustable seats (40/20/40) to be bucket type to facilitate the installation of an aftermarket center console. The Rear seat to be bench style with a bottom flip up design.

p. AXLE RATIO/LIMITED SLIP: 4:30 axle ratio with LIMITED SLIP.

q. FRONT SUSPENSION: Heavy Service Front Suspension for support of winch/brush guard and other fire service equipment.

r. DUAL ALTERNATORS: Dual (2) alternators with a minimum output of 410 amps is required to meet the expected electrical demand due to its use as a fire service vehicle.

s. DUAL BATTERIES: Two 12-volt 750CCA 78amp-hr starting batteries.

t. MIRRORS: Telescoping/Folding trailer style, power mirrors w/heated glass and heated spot mirror for dually application w/integrated clearance / turn lights.

u. STEP BOARD: Platform style running boards that run full length under the cab doors both sides.

v. WARRANTY: The truck shall carry the manufacturer's standard 36-month, 36,000-mile warranty bumper to bumper and a 5 year/ 60,000-mile powertrain warranty, 5 year/100,000

diesel engine warranty which shall begin when the purchaser places the truck into service. For incomplete vehicle the vendor shall perform the administrative details of adjusting the warranty start date.

1.3 Transverse Flatbed

Prepare and paint the top portion of the cab black. This will include the roof, A post, B post, C post and will not include the hood or door jambs.

Supply and install two black mud flaps behind rear chassis wheels.

1.4 Backup Alarm

There is a loud sounding exterior backup alarm on the chassis, installed by chassis manufacturer factory that will alarm when the chassis is in the Reverse position.

1.5 Rearview Camera

Mount the Ford Rearview camera eye from the prep kit on the rear of the body in the best location as time of installation.

1.6 Winch System

Supply and install a Warn M12-S 12,000 lb. winch (#97720) with a Warn Gen III Full Grille Guard Super Duty (#109580), a Gen III Large Frame plate (#107651) and a Gen III Ford SD Bracket kit (#108001), that is black powder coated finish, mounted to the front bumper of chassis using the Warn specification. This will have a 12 ft. remote control cable and 100 ft. of 3/8" diameter Spydura Synthetic rope. The winch will be wired to the 12-volt power of the chassis batteries.

1.7 Body

Supply and install a totally aluminum flatbed mounted on chassis of the following design, 83 ½" long x 96" wide:

1. Two 4" 6061 aluminum channel main rails 113 ½" long
2. Five 3" 6061 aluminum channel cross member 96" long
3. Two sheets of 3003 .125 thick diamond aluminum formed to make floor and side rail of bed.
4. Supply and install two (2) Whelen 600 series (#60BTT) (4" x 6") brake/turn/tail red LED rear DOT lights.
5. Supply and install a tag light and seven LED marker lights, and necessary reflectors.
6. Supply and install two (2) Whelen 600 series (#60C00WCR) (4" x 6") clear LED reverse/backup lights.
7. Supply and install a .125 smooth aluminum cover or skirt to cover the rear framework at the rear of bed and chassis. This panel will be the area for the rear taillights to mount. There will also be 6" wide chevron red/black stripes on this panel.
8. Supply and install a rear ICC bumper that will be constructed of 3" steel channel and connected to the chassis frame and bed frame, painted black.
9. Supply and install a 2 ½" square tube receiver for a trailer hitch along with a seven-blade female trailer plug receiver, painted black.

10. Supply and install an approximately 36" long x 9" deep lighted fold down step from anti-slip ATP at the center rear of the body to allow access to the skid unit.
11. Supply and install one (1) lighted Hansen lighted grab bar (red on the front side and clear on the back side) mounted on the end wall of the driver's side compartment just above the flip up lid that is in the back (side wall) of the driver's side compartment. The white light will be wired to the pump panel light toggle switch. The red light will be controlled by the marker lights.
12. There will be a 1/8" thick diamond aluminum transverse compartment mounted directly behind the cab. This compartment will be approx. 30" wide x 60" high x 23" deep on each side, with a 14" step-up to clear the chassis frame and is 50" wide across the frame. The compartment has a total side to side width of approximately 96". This compartment will have a ROM rollup door, one on each side with a satin aluminum finish. There will be two LED strip lights, one on each ROM door track that will be activated when the rollup doors are open. This compartment will have the necessary vents.
13. This compartment will have one adjustable tray that is 91" long X 26" wide X 2" deep.
14. Supply and install two (2) 1/2 depth pull-out trays in transverse compartment (one to deploy on each side). These trays will mount on the uni-struts and will measure approximately 23" wide x 45" deep with a 2" upturned lip. These trays will be mounted below the adjustable tray and above the hump. These pull-out trays will have a 300 lb. capacity each, with a gas shock operator to hold the trays in the stowed or extended position. These trays will be constructed of 3/16" thick aluminum with a natural finish.
15. There will be a .125 thick diamond aluminum compartment mounted on flat bed curb side of skid tank. This compartment will be approx. 48" long x 40" high x 21½" deep. This compartment will have a ROM roll-up door with a satin aluminum finish and two LED strip lights, one on each ROM door track that will be activated when the rollup door is open.
16. Supply and install one adjustable tray in this compartment complete with adjustable tracks. This tray will be approximately 45" long x 20" wide x 2" deep and will be fabricated from 3/16" thick smooth aluminum.
17. There will be a .125 thick diamond aluminum compartment mounted on flat bed driver's side of skid tank. This compartment will be approx. 78" long x 40" high x 21½" deep. This compartment will have a ROM roll-up door with a satin aluminum finish and two LED strip lights, one on each ROM door track that will be activated when the door is open.
18. This driver's side compartment will have a divider wall 20" from the right end wall of this compartment to create a space for a roll of hose to be stored in the lower right corner of the compartment and accessed through the flip up door when you are standing at the rear of the body.
19. Supply and install one adjustable tray to the left side of the divider wall complete with uni-struts on the left compartment wall and the divider wall. This tray will be approximately 55" long x 20" wide x 2" deep and will be fabricated from 3/16" thick smooth aluminum.
20. Supply and install one adjustable tray to the right side of the divider wall complete with uni-struts on the right compartment end wall and the divider wall, above the opening to the rear flip up door. This tray will be approximately 16" long x 20" wide x 2" deep and will be fabricated from 3/16" thick smooth aluminum.

21. Cut an opening in the rear wall of this compartment in the hose storage area of approximately 19 ½" wide x 8" high in order to access the area at the rear of this compartment without raising the compartment side door.

22. Fabricate and install a 3/16" thick diamond aluminum raise up door complete with stainless steel hinge, paddle latch and rubber door seal.

1.8 Open Door Alarm

Supply and install a door open alarm system for both the transverse compartment rollup Doors and both the side compartment rollup doors which will be activated when the park brake of the chassis is in the released position and there is a compartment door open.

This alarm system will be both visible and audible at the center console along with the necessary ID tags.

1.9 Warning Lights

Emergency Warning Equipment includes the following:

1. Supply and install two (2) Whelen ION Series (#WIONSMCR) Red Super LED lights mounted in grille of chassis with chrome housing.
2. Supply and install two (2) Whelen ION series (#WIONSMCR) Red Super LED lights with chrome trim mounted in front fenders of chassis, forward most part of the fender.
3. Supply and install four (4) Whelen (#5V1A) 500 series Linear Super LED – combination 180 degree & TIR warning light with grommet (#5GROMMET) LED amber warning lights, two on each side of the flatbed in the side rail. One towards the front and one towards the rear on both sides.
4. Supply and install two (2) Whelen 500 TIR6 Red LED lights (#50R03ZRR) mounted with rubber grommets (#5GROMMET) in the side rail of the flatbed in the middle between the two amber lights.
5. Supply and install four (4) Whelen lights, two amber (2- 60R00FAR) and two red (2-60R00FRR) w/chrome trim (#6EFLANGE) mounted on the rear of the body, one set on the compartments as high as possible and one set on the tail skirt.
6. Supply and install four (4) Whelen (#WIONA) amber warning lights with universal bracket, two in each cab access step area.
7. Supply and install one (1) Whelen JUSTICE LED bar light with four corner red Linear LED's, six front-facing (four red, two white) and four rear facing (two red, two amber) mounted on the top of the chassis cab.
8. Supply and install one (1) Whelen Siren/Light Combo control head (#295SLSA6) that will be mounted in the lid of the console. This control head will operate the emergency lights and the siren functions.
9. Supply and install two (2) 100 watt Cast Products Speakers mounted through the front bumper one on the driver's side corner of the bumper and one on the curb side corner of the bumper.
10. Master Switch
 - A. Supply and install a heavy continuous duty solenoid switch that will be activated when the ignition switch is in the ON position. This will be the master switch for all of the emergency lights and sirens.

B. This will be wired to the chassis 12-volt system through the necessary sized wiring cables and breakers and/or relays.

1.10 Scene Lights

Supply and install two (2) 12-volt Fire Research LED telescopic scene lights with aluminum tread plate protective covers on the front corners of the transverse compartment. The lights shall be controlled independently by a switch on the switch box in the cab on the console and on the headlight.

Supply and install one (1) Hi-Viz (#FT-MB-9-FT-B) 12.21" long Single Stack Mini-Brow LED light with black housing mounted on top of the pump panel with a fabricated ATP protective enclosure with tapered ends to allow branches, etc. to roll off. This light will be controlled by a switch on the pump panel.

1.11 Ground Lights

Supply and install eight (8) LED ground lights, one at each corner of the flatbed, one under each cab entry step area, one under the front bumper and one at the rear of the body, all to be activated by the park break. The five on the body will also be activated when the chassis is in the Reverse position.

1.12 Wiring

All wiring will be function or color coded and will be protected by wire loom with a high temperature rating. Wire loom or rubber grommets are inserted in all areas where wires pass through walls or panels. The complete electrical system is separated from the chassis wiring system except for a power supply connection at chassis battery. It is also protected by bolt-on type automatic circuit breakers.

1.13 Battery Charging System

Supply and install a Kussmaul Chief Series 12V 40 amp charging system (#091-266-12-40) complete with a Super Auto Eject (#091-55-20-120) at the best location to be determined at time of installation. This Auto Eject will eject the shoreline when the pickup engine is in the start mode.

Supply and install one (1) double household outlet in driver's side compartment over the rear wheels. This outlet will be wired through the Kussmaul system so that it is powered when the shoreline is plugged in at the station.

1.14 Console

There will be a full console between driver and passenger seat for all emergency light switch boxes, siren control head, radios, relays, breakers, master switch, gauges, etc. There will also be a function ID sheet mounted to the inside of the console. The console will have a lift-up lid in order to gain access to breakers, control head, relays, wiring, etc. There will also be a one-section open top container for clip boards, maps, etc. This console will be constructed of 1/8" thick smooth aluminum and will be painted.

Mount one Department supplied radio head in the lid of the console and one antenna at a location to be determined.

1.15 Tank and Skid Unit

The 300-gallon skid unit that is a part of this unit includes:

300 Gallon Poly tank with an integrated 5-gallon foam cell (Defender 1 Series). This tank shall have a Lifetime Warranty.

Supply and install a Hale Pump series **HPX200-KBD24** Diesel motor pump with the following:

- A. **Kubota**, 24.8 HP, Model HPX200-KBD24, Super Mini Series D902-E3B
- B. Emission Regulation: Tier 4
- C. Vertical, 4-cycle liquid cooled diesel
- D. Horsepower: 24.8 hp @ 3600rpm
- E. Combustion System: IDI
- F. Intake System: Naturally Aspirated
- G. Starting: Electric
- H. Control: Manual with electric shut-off
- I. Air Filter: Dry type with cyclone pre-cleaner
- J. Priming: Complete with 12-volt DC ESP primer, shipped loose
- K. Shaft seal: Self-lubrication, self-adjusting mechanical seal for low maintenance and dependability. Easy and economical to maintain.
- L. Impeller: Bronze enclosed type, fully machined and balanced, Bronze impeller has high strength and will not rust or corrode. Smooth waterways increase efficiency.
- M. Body and Head: black hard coat anodized aluminum with gloss black paint, corrosion resistant with smooth waterways for maximum performance.
- N. Electric Start
- O. Mounting feet
- P. Single gauge instrument panel
- Q. 12-volt 40-amp alternator
- R. Weight: 355 lbs.
- S. Performance: 280 GPM @ 50 PSI
205 GPM @ 100 PSI
175 GPM @ 120 PSI 130 GPM @ 150 PSI
- T. Features & Benefits:
 - Diesel Compatibility – Refueling convenience with today's apparatus
 - High Capacity Model – Flows to 290 GPM
 - Exclusive Band Clamp Design – Quick and easy access for maintenance and repairs
 - Configured for easy installation by truck builders
 - Ideal for pump and roll applications • Tier 4 compliant engine

U. Pump fuel supply will be from the chassis fuel tank through the auxiliary fuel port with a pump and the 12-volt power is from the chassis batteries.

Full instrumentation

Lighted pump panel with ATP cover

Exhaust tail pipe with ATP exhaust shield

Tank sight gauge

Custom built 4" x 4" x 1/4"

1.16 Stainless Steel manifold, not painted.

Included with the pump is a Hale 501-3090-01-0 ESP with PVG oil less 12-volt electric priming pump with control at the pump panel.

Supply and install two (2) FRC water level gauges (#WLA300-A00-S30), one on pump panel and one on the console lid. *(The one on the console is also mentioned in the Remote Start section).*

Supply and install a Polished Aluminum Hannay Power Fire reel SBEF 20-30-31-10.5 LT mounted on right rear corner of flat bed. This reel will have an electric rewind button mounted on the reel and will have a stainless-steel roller mounted on the rear. This reel is capable to carry 200 ft. of 1" hose and will have high pressure hose crimped on the ends from the valve to the reel.

Supply and install 200 ft. of 1" light weight booster hose on the reel.

Akron valves included:

A. One 2½" tank to pump with remote

B. One 2½" discharge with 2½" to 1½" chrome reducer, 30-degree chrome turn down along with 1½" cap and chain

C. One 1" hose reel valve

D. Two 2" Akron valves for Left & Right Ground Sweep (#86208006) (see Ground Sweeps)

E. One 1 ½" discharge valve

F. One 1 ½" tank fill or bypass valve

G. One 2½" suction with chrome NSTF swivel along with 30 degree turn down and chrome plug and chain

H. All valves are easy to reach

I. Color coded labels

J. Schedule 40 **stainless piping not painted.**

K. All flex hose used is high pressure with crimped hose end fittings.

1.17 Foam System

Supply and install a Blizzard Wizard Foam System (#DOU1015). There will be a 5-gallon foam tank integrated into the water tank with sight gauge and the control will be mounted at the lower section of the manifold and piping.

1.18 Remote Start

Supply and install remote start control for auxiliary pump engine in console to include start switch, throttle control, pump discharge pressure gauge, and one 4 light water tank mini-gauge (#WLA205-A00) on in the lid of the console in the cab.

Supply and install a Thermal relief valve (#538-1260-00-0) on the discharge side of the pump.

1.19 Front Ground Sweeps

Supply and install a ground sweeps system below the front bumper with two independently operated nozzles, one on the driver's side and one on the passenger side. There shall be two (2) 2" electronic Akron control valves, (*#86208006 - this is listed in the valves section of the plumbing for the Tank & Pump*), mounted on the discharge manifold of the pump system.

Supply and install two (2) Mini Navigator Pro Valve controllers for each Akron electronic valve, each with a 10 ft. of harness (#93270003) connected to each controller mounted in the lid of the console.

Supply and install the necessary stainless 1" piping and couplings that will have a flat fan spray nozzle installed on each end of a piece of 1" piping. The nozzle will be in the area of each front corner of the front bumper area.

Supply and install two (2) 1" high pressure hoses with crimped on stainless ends, one from each 2" Akron valve to the 1" piping.

Supply and install the necessary ID tags for the ground sweep system.

1.20 Reflective Stripe

Customer will have the graphics completed at their local shop or can be quoted at a later timeSupply and install a 6" black reflective stripe on the flatbed frame rails of the flatbed for low visibility.

1.21 NFPA Reflective

Supply and install 3M red/white conspicuity DOT tape on the front of all the trays and extendable shelves.

Supply and install at least 96 square inches of reflective material on each cab door interior door card. This allows visibility of the unit when the cab doors are in the open position and the reflective stripe on the outside of the door can't be seen.

1.22 Miscellaneous

Supply and install ½" black turtle tiles in all compartments and shelves/trays.

Bidder shall provide example drawings or images of similar completed apparatus of the specifications proposed.

Bidder shall have a service center within a maximum of one hundred (100) miles. Preconstruction and final inspection will be conducted at the manufacturing facility.

SECTION 2 SPECIAL CONDITIONS

2.1 LITERATURE

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

2.2 MANDATORY

One copy of the Shop Service Manual and one copy of the Emissions and Drivability Manual with Electronic Schematic Diagrams are to be furnished to York County upon delivery of the trucks.

2.3 GENERAL

The trucks shall be new, unused, complete, and of the latest manufacture available. The trucks must be properly serviced, and ready for immediate operation, including anti-freeze. The trucks shall be equipped to meet all OSHA requirements. After the trucks are serviced, the dealer prep form will be completed, signed, and delivered with the trucks.

When delivered, the trucks 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 trucks 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" are 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.

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

After the trucks are serviced, the dealer prep form will be completed, signed, and delivered with the trucks.

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.

2.4 WARRANTY

The truck shall carry the manufacturer's standard 36-month, 36,000-mile warranty bumper to bumper and a 5 year/ 60,000-mile powertrain warranty, 5 year/100,000 diesel engine warranty which shall begin when the purchaser places the truck into service. The vendor shall perform the administrative details of adjusting the warranty start date.

2.5 DELIVERY

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

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal Requirements

NOTE: Bidders may choose to submit proposal response in electronic form or via hand delivery or courier service. Only one proposal will be accepted.

ELECTRONIC SUBMITTALS: Electronic submittals shall be uploaded in PDF format via the GetAll online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

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

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

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

IN PERSON/COURIER DELIVERED SUBMITTALS: 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, and four (4) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as 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. 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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