



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 3/19/2025

ID Number: 2976 **Title:** One (1), New, Unused 4x4 Tractor Furnished with Rear Mounted Flail Mower and Side Mounted Hydraulic Flail Mower

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: March 5, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 DESCRIPTION

The tractor shall be four-wheel industrial type, 4x4, furnished with a rear mounted flail mower and side-mounted hydraulic flail mower. The tractor unit shall be new, and of a model in current production or an update of an existing model.

1.2 TRACTOR SPECIFICATIONS

a. **WEIGHT**: The standard or basic tractor shall weight not less than 8,000 pounds. Additional weights, tire ballast, and attachments shall not be used to calculate the weight.

b. **WHEELBASE**: Shall be a minimum of 90-inches.

c. **ENGINE**: The tractor shall have a heavy-duty, water-cooled, 4 or 6-cylinder diesel engine with minimum net SAE horsepower of 100, minimum PTO horsepower of 90; rated at not more than 2,500 RPM.

d. **FRONT AXLE**: The tractor shall be equipped with the Manufacturer's heavy-duty axle.

e. **STEERING**: The steering shall be hydraulic power type.

f. **TRANSMISSION**: The tractor transmission shall have a minimum of 8 forward and 2 reverse speeds.

g. **CLUTCH**: The tractor clutch shall be a multidisc wet type.

h. **BRAKES**: The tractor shall be equipped with self-adjusting, wet disc type brakes, acting on the 2 rear wheels. Adequate means shall be provided for immobilizing the tractor for parking. Foot operated, differential lock shall be provided.

i. **HYDRAULICS**: The tractor shall be equipped with a suitable, built-in hydraulic power control system to provide power for the three-point hitch (Category II type), with lifting capacity of 4200 lbs.

j. **TIRES**: The front tires shall be 340/85R24, 10-ply, F-3, mounted on rims of proper width as recommended by the tire Manufacturer. The rear tires shall be 465/85R30, 10-ply radial mounted on rims of proper width as recommended by the tire Manufacturer. If the tire size selection above causes the tractor centerline to vary from horizontal, bidder may exceed the rear tire requirement by furnishing an approved larger tire. The tractor shall sit level when parked on level ground.

k. **FUEL TANK**: The fuel tank shall hold approximately 25-gallons.

l. **MUFFLER**: Vertical type exhaust with rain cap.

m. **CAB**: Must be factory installed and have Roll Over Protection Structure (ROPS). Deluxe factory installed air conditioning, heater with defroster and tinted safety glass in ALL windows. Front and rear wipers with washers, sound suppression, dome type mirror mounted inside cab with 180 degree visibility and deluxe heavy duty seat with seat belt.

The right side cab door glass must be made of no less than ½" lexan.

n. GAUGES AND WARNINGS LIGHTS: Engine oil pressure and water temperature gauges with warning lights and buzzer. Gauges for battery charging, hydraulic temperature, and engine oil temperature, (if Electronic Data Monitor (EDM) type monitoring system is used, additional manual type engine oil pressure and water temperature direct read gauges required).

o. EQUIPMENT: The tractor shall be furnished with all standard equipment normally furnished. In addition, equipment shall be furnished as follows:

1. Lockable toolbox mounted on tractor.
2. PTO, 540 RPM, SAE standard, independent type allowing for stopping the travel of the tractor without stopping PTO, while tractor is still in gear, and allowing for disengaging the PTO while tractor is still in gear.
3. Two headlights, two taillights, directional signals and emergency flashing lights.
4. Back-up alarm and SMV (slow moving vehicle) emblem.
5. AM-FM radio.
6. 255H8TSL, or approved equal, flashing LED strobe light mounted on top of cab.
7. Backup camera with minimum 5" x 7" monitor mounted inside cab
8. Three-point hitch, Category II

1.3 REAR MOUNTED FLAIL CUTTER ATTACHMENT SPECIFICATIONS: The cutter attachment shall be a PTO driven type, rear three-point hitch mounted. It shall be a heavy-duty flail type capable of cutting heavy brush. The width of cut shall be not less than 96 inches and must be mounted in a manner that properly tracks cutting behind the side mounted unit by a minimum of 4 inches so as to not leave a strip between the side and rear mowers.

Manufacturer's heavy duty knives shall be provided. The cutter shall be protected by a slip clutch feature. Solid metal guards running the full length of the mower shall be provided on the front and rear of the mower. The cutter shall be mounted on the tractor and PTO operated in a manner approved by the cutter Manufacturer. All necessary counterweights or wheel weights (to exclude water in tires) shall be provided to provide stable tractor operation on level ground. The cutter assembly shall not be mounted on a tractor that does not meet the minimum horsepower recommendations of the cutter Manufacturer. The cutter shall be warranted against defects in materials and workmanship for a minimum period of six (6) months.

1.4 SIDE-MOUNTED HYDRAULIC FLAIL MOWER SPECIFICATIONS: The unit shall be used to mow vegetation, brush, saplings, and/or grass in areas not accessible to conventional mowing equipment. The mower head shall be positioned to the right side of the tractor, and mid-mounted. The hydraulic power for this unit shall be supplied by a hydraulic pump that is separate from the hydraulic system of the tractor. Oil for the operation of the mower shall be stored in a reservoir that is part of the mower unit and shall be separate from the tractor hydraulic oil reservoir.

Control of the mower head shall be easily accomplished from the operator's position. The hydraulic valve for controlling the mower blade rotation shall incorporate an electric switch that prevents the tractor from starting if the blades are engaged. This provision shall be standard on this mower design. The mower head shall provide 60-inch cutting width. Solid metal guards running the full length of the mower shall be provided on the front and rear of the mower.

a. KNIVES: The mower shall be equipped with the manufacturer's heavy duty knives.

b. HYDRAULIC MOTOR: A gear type hydraulic motor shall provide power to the mower. The motor shall be protected by a hydraulic relief valve. Hydraulic hoses shall be used to transmit power to the motor and the hoses shall be 1-inch rubber covered with burst pressure of four times work pressure.

c. **DECK TO TRACTOR CONNECTION:** A box beam extension arm shall connect the mower to the main frame. Two hydraulic cylinders shall be used to lift and tilt the mower head. The hydraulic lift cylinder shall provide movement from 4-inches below grade to 10-inches above grade. The hydraulic tilt cylinder shall provide an arc of 180 degrees. The mower mounting is NOT to be mounted to the bell housing of the transmission.

d. **CUTTER VALVE:** The cutter head control valve shall have a relief valve installed with a pressure setting of 2000 PSI. When in the "Off" position, the cutter valve shall route the oil directly to the hydraulic tank. Hydraulic oil shall be provided to the motor, to prevent cavitation as the motor decelerates. The hydraulic motor system shall be designed to completely stop within 60-seconds after the cutter is switched to "Off".

e. **HYDRAULIC PUMP:** The hydraulic pump to power the boom movements and the cutter blades shall be attached to the vehicle crankshaft. Provisions shall be made for a speed changer on the pump if power vehicle limitations require one. The pump shall be a 2-section design with 1 section providing power to the cutter head and another section providing power to the boom movements. The tank containing the hydraulic fluid for the unit shall be separate from the power vehicle. At **NO** point shall the cutter unit and power vehicle use the same hydraulic system.

f. **HOSE ROUTING:** **NO** hoses shall be routed or connected to the frame members inside the operator work areas.

g. **MOUNTING FRAME:** The main frame of the mower unit shall be bolted to the tractor frame and braced to the right rear axle to absorb impact in severe applications. The oil reservoir shall have a capacity of 25- US gallons. A sight glass shall be standard on reservoir.

SECTION 2 SPECIAL CONDITIONS

2.1 INSTALLATION: To be installed on tractor by bidder.

2.2 TRAINING: The successful bidder shall conduct an approximate 1-day training session on the operation and maintenance of the unit at the County Equipment Maintenance Shop.

2.3 COLOR: Standard colors.

2.4 LUBRICATION: The entire mower and assemblies shall be designed with adequate provisions for lubrication of bearings and other related moving parts.

2.5 SERVICE LITERATURE

The successful bidder shall furnish with each unit a complete illustrated repair parts manual, an operator's instruction manual and shop repair manual covering both tractor and attachments.

2.6 FILTERS

One complete set of filters for the tractor and mowers is to be provided upon delivery of the tractor.

2.7 GENERAL

The unit shall be furnished fully serviced, completely mounted, and ready for immediate operation.

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

After the unit is serviced, the dealer prep form will be completed, signed, and delivered with the unit to the York County Equipment Maintenance Shop, 521 Complex Ln., York, SC.

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.

This unit must have protective guards or devices, where necessary, to insure operator safety and to meet all OSHA requirements.

All bidders are requested to provide detailed color brochures of their proposed tractor and mower with their bid response.

2.8 WARRANTY

All proposed equipment shall be warranted against defects in materials and workmanship for a period of not less than twelve-months. The warranty start date shall be based on the in service date as established by delivery. In the event that there is not an authorized parts and service dealer within a reasonable distance of York County, it should be so noted in the “**EXCEPTIONS TO BID**” section of this bid. York County is not interested in trying to recover out of pocket expenses for parts and labor, which otherwise would have been covered by the warranty. Any or all instructions and forms needed for warranty claims should be attached to the bid response. The successful bidder shall furnish a copy of the warranty statement to the Maintenance Shop administration upon delivery and acceptance of equipment.

Guarantee: The manufacturer shall replace without cost, all defective parts and material and shall repair or make good, at his expense and with reasonable promptness, any defects due to poor workmanship or assembling negligence. The manufacturer shall furnish a good and sufficient guarantee of the excavator as a whole.

2.9 DELIVERY

Price shall include delivery to York County Equipment Maintenance Shop, 521 Complex Ln., 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 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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