



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 5/14/2025

ID Number: 2998

Title: Office Furniture for Sheriff's District 3 Office

Due Date/Time: June 11, 2025 at 3:00 p.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: No later than June 3, 2025 by 4:00 p.m.

Tentative Date of Award: July 16, 2025

PO Box 180, 6 South Congress Street, York, SC 29745
Telephone: 803-684-8520 Fax: 803-684-8580 Web: www.yorkcountygov.com

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Intent

The purpose of this request is to solicit sealed bids from qualified vendors who can bid provide office furniture for the newly renovated Sheriff's District 3 Office. All bidders are required to propose only first quality products that are guaranteed and warranted by the manufacturer.

It is the intent of this request to give equal consideration to all proposing vendors. Price, service, and delivery time will be factors in making a purchasing decision.

1.2 Scope

All bidders are requested to attach appropriate color brochures, specification sheets, and user references with their response. All bidders are requested to include in their response the following:

- Price
- The manufacturer's name
- The proposed model
- References
- Warranties
- Additional costs
- Product description/specifications, and
- Any other system/product information of interest

1.3 Location/Delivery

The responsible vendor shall be responsible for all installation fees, freight cost, delivery fees, and onsite set up.

Location: 236 N Park Dr, Rock Hill, SC 29730

1.4 Product Specifications

Furniture Specifications
York County Sheriff's Department – District 3
Rock Hill, SC

Refer to the provided plans for all furniture locations. Verify all quantities against the plans. If any discrepancies are found, notify the owner and architect.

Owner will require to evaluate samples of:

- C1 - Obus Forme Comfort Task Chair
- C2 – Reception Task Chair
- C5 – Multipurpose/Collab Chair

1.5 Chairs

C1 – Task Chair

Qty: 44

Global Furniture or equivalent

Obus Forme Comfort Task Chair, heavy duty medium back multi-tilter model, with ZT Adjustable Arm, standard black base on casters.

Seat fabric to be Global Luxhide vinyl in Black.

C2 – Reception Task Chair

Qty: 2

9-5 Seating or equivalent

Theory Task Chair 2170 with Standard Black Mesh Back and Seat, A36 8-Way Adjustable, Heavy Duty Multi-Shift, Standard Black base, Hard Floor and Carpet Casters (refer to plans for locations).

Standard Mesh Back in M11 Black.

C3 –Guest Chair

Qty: 8

Global Furniture or equivalent

Rebound Chair, Plastic Seat and Back, Armless, Stacking, 4 Leg Base, Non-Slip Rubber Glides,

Seat Plastic to be Ink.

C4 – Breakroom Chair

Qty: 8

Kimball Office or equivalent

Poly Stack Chair, No Arms, Plastic Seat and Back, Chrome Finish Sled Base, Black Plastic Glides.

Seat Plastic to be Navy (NV).

C5 – Multipurpose/Collab Chair

Qty: 62

Kimball or equivalent

Chaddy Multipurpose Chair with Mesh Back, Upholstered Seat, Flip Up Arms, Stack or Nest, Black Frame, Carpet Casters.

Standard Mesh Back in Black, Seat fabric to be Kimball Flint.

C6 – Multipurpose Podium Chair

Qty: 1

Option 1: 9-5 Seating or equivalent

Theory Task Chair Stool w/Mesh Back and upholstered seat, A90 Height/Width Adjustable Breakaway Arm, Casters.

Standard Mesh Back in M11 Black, Seat fabric to be Stinson Kid18 in Pelican.

C7 – Guest Chair (Offices)

Qty: 9

9-5 Seating or equivalent

Cavo, All Upholstered Multipurpose, Stacking, No Casters.

Seating Upholstery to be Carnegie Boomerang Print 5.

1.6 Desks and Podium

D1 – Desks (Refer to Furniture Plans for locations and orientation)

Qty: 6

(Left) Global Furniture or equivalent

Zira Desking Full to Floor Flush Return, 48"W x 24"D, Box/Box/File Right.

Metal Leg Return, 72"W x 24"D – Left.

- 1.5" Top, Standard edge
- Standard Laminate to be Walnut Heights (WHE)
- Open Frame Leg Finish Tungsten
- Square Edge Silver Handle
- Provide Integrated cable management
- Provide Pencil Drawer at Primary Work Surface
- Provide (1) grommet for each work surface
- Provide solid modesty panel for any desk where primary work surface is not against the wall.

Qty: 7

(Right) Global Furniture or equivalent

Zira Desking – Full to Floor Flush Return, 48"W x 24"D, Box/Box/File Left.

Metal Leg Return, 72"W x 24"D – Right.

Integrated cable management, Pencil Drawer at Primary Work Surface.

- 1.5" Top, Standard edge
- Standard Laminate to be Walnut Heights (WHE)
- Open Frame Leg Finish Tungsten
- Square Edge Silver Handle
- Provide Integrated cable management
- Provide Pencil Drawer at Primary Work Surface
- Provide (1) grommet for each work surface
- Provide solid modesty panel for any desk where primary work surface is not against the wall.

D2 – Workstations

Qty: 20

AIS Inc. Divi System or equivalent

- (2) Rectangular 2mm Edge 24"D x 36"W, Standard Laminate Finish
- Curvilinear Corner 2mm Edge 24" D x 36" W, Standard Laminate Finish
- Pencil Drawer at Main Work Surface, Standard Laminate Finish
- Mobile Pedestal Box/Box/File Standard Laminate Finish
- Permanent Monolithic Powered Panels & Nonpowered Panels 42"H x 72"W, Upholstered finish
- Divi Channel Screen Panel Top, 1/4" thick clear tempered Glass 12"H x 72"W on all panels, Trim Painted metal finish
- Divi Panel Mounted O Leg 24"H x 30"D Painted Metal Finish
- All interior panels to be tackable.
- All storage to be lockable, Rectangular pull hardware
- Minimum 3 circuit power

- (6) power and (1) data outlet per station
- Dedicated computer circuit
- Power module at worksurface
- Accommodate Category 6 cable
- Power/data infeed from wall for most, if not against wall workstations to be fed by tele-power pole
- Provide (1) grommet per worksurface section
- Provide all necessary trim and connectors.
- Finishes:
 - Standard Laminate to be Landmark
 - Painted Metal Trim and leg Finish to be Satin White
 - Tackboard Upholstery to be Rainfall Bliss.

P1 – Podium

Qty: 1

Global Industrial or equivalent

Oklahoma Sound Multipurpose Greystone Lectern, Locking Casters, Lockable Storage, Integrated Cord Management.

1.7 Storage and Filing

SG1 – Lateral File

Qty: 9

Global Furniture or equivalent

Prime Series Lateral File, Metal Finish, Lockable drawers, 36" W x 18" D x 39.2" H.
Standard Metal Finish in color Fog.

SG2 – Metal Shelving

Qty: 2

Global Furniture or equivalent

Metal Bookcase, 36" W x 13" D x 40.9"H Metal Shelving.
Standard Metal Finish in color Fog.

SG3 – Credenza

Qty: 2

Global Furniture or equivalent

Zira Storage Cabinet Credenza, 72"W x 20"D, Frosted Glass Sliding Doors, Lockable.
Standard Laminate Finish to be Walnut Heights (WHE).

SG4 – Lockable Shelving

Qty: 2

Global Furniture or equivalent

Zira Storage Cabinet, 30"Wx16"Dx30"H, Standard Laminate Finish, Lockable Cabinets.
Standard Laminate Finish to be Walnut Heights (WHE).

SG5 – Metal Shelving, Solid Shelf

Qty: 6

Global Industrial or equivalent, 4 Shelf, Open Steel Shelving, 36"W x 12"D x 73"H.

SG6 – Metal Shelving, Wire Shelf**Qty: 2**

Global Industrial or equivalent, 5 Shelf, Stainless Steel Shelving, 48W x 14"D x 74"H.

1.8 Tables**T1 – Training Table****Qty: 20**

Global Furniture or equivalent

Junction Table, Flipping and Nesting, 30"D x 60"W, Standard Laminate Finish, Integrated Cord Management with Power Module, Swivel Locking Casters.

Standard Laminate Finish to be Designer White, leg and frame base to be sand.

T2 – Conference Table**Qty: 1**

Global Furniture or equivalent

Zira Conference Table, 48"D x 96"W Bow End Boardroom Table, work surface flip up grommets.

Standard Laminate Finish to be Walnut Heights (WHE).

T3 – Collaboration Table**Qty: 2**

AIS Incorporated or equivalent

Calibrate End Panel Table with Recessed Ends, 36"D x 72"W seated height, Standard Laminate Finish.

Standard Laminate Finish to be Landmark.

T4 – Breakroom Table**Qty: 2**

OFS or equivalent

Nineteen20, 36"x36" Square Table Top, Stainless Steel Disc Table Base.

Standard Laminate Finish to be Pure White.

T5 – Side Table**Qty: 4**

OFS or equivalent

X&O Side Table, 24" Tapered Cylinder, Standard Laminate Finish.

Standard Laminate Finish to be Root.

T6 – Interview Table**Qty: 1**

Global Furniture or equivalent

Princeton Tables, 24"D x 48"W, Laminate Finish with Metal Frame.

Standard Laminate Finish to be Walnut Heights (WHE), Metal Frame to be Tungsten.

1.9 Miscellaneous**M1 – Dry Erase Board****Qty: 6**

Global Industrial or equivalent

Magnetic Glass Whiteboard 96"W x 48"H, Model #: WB695469

M2 – Tack Board**Qty: 4**

Global Industrial or equivalent

Cork Bulletin Board, 48" W x 36" H Aluminum Frame, Model #: WB695318

SECTION 2 SPECIAL CONDITIONS**2.1 License**

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

2.2 Insurance

General Liability: Bidder must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

2.3 Warranty

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

SECTION 3 INSTRUCTIONS TO BIDDERS**3.1 Submittal**

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

is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

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

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

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

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

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

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

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

3.2 Intent

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

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

3.3 Information

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

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given

consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid Form included herein. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

3.4 Inquiries

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

SECTION 4 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

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

4.2 Determination of Lowest Bidder

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

4.3 Modification of Bids

York County does not allow modification of Bids after 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 final delivery of all products and services requested in this solicitation. 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.

THIS SPACE IS INTENTIONALLY LEFT BLANK