



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 6/23/2026

ID Number: 3047 **Title:** Food and Beverage Vending Services for York Country Facilities

Due Date/Time: July 29, 2026 at 11:00 a.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Voluntary Pre-Solicitation Site Visit: July 16, 2026 at 10:00 a.m.e.s.t.

York County Government Center
6 S Congress St York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: July 22, 2026 by 4:00 p.m.

Tentative Date of Council Approval: September, 2026

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this request is to solicit only qualified firms who can offer Food and Beverage Vending Services for the York County facilities. The successful offeror shall propose food and beverage vending machines, micro markets, smart cabinets/coolers and unattended retail stores where feasible.

York County seeks a comprehensive, technology-forward, customer-focused solution that provides high-quality food and beverage options, reliable service, transparent reporting, and revenue generation where applicable.

York County reserves the right to award a single contract or multiple contracts based on best value.

1.2 Vending Locations and Number of Employees

The following are potential locations for vending services with the possibility of new locations being added:

Rock Hill/ Fort Mill Area	Address	Sq Ft	Approximate Employees
Heckle Complex	1070 Heckle Blvd, Rock Hill, SC 29732	67,376	25
Emergency Operation Center	149 W Black St, Rock Hill, SC 29730	18,000	50
Sheriff North Park	236 N Park Dr, Rock Hill, SC 29730	11,286	50
Family Court Building	1555 Main Street, Rock Hill, SC 29732	80,197	65
Eastern Maintenance Facility	177 Central Carolinas Pkwy, Fort Mill 29715	6,643	12
Moss Justice Area Buildings			
Moss Justice Building #1 Courts	1675-1 Old York Hwy, York, SC 29745	57,700	150
Moss Justice Building #2 Sheriff	1675-2 Old York Hwy, York, SC 29745	30,800	200
Moss Justice Building #3 and #5 Detention Admin/Booking	1675-3 Old York Hwy, York, SC	54,100	150

	29745		
Animal Shelter	713 Justice Blvd, York, SC 29745	16,586	25
Public Works Building	220 Public Works Rd, York, SC 29745	23,443	30
Equipment Maintenance	521 Complex Lane, York SC 29745	24,445	13
York/Clover Area Buildings			
Courthouse	1 S Congress St, York, SC 29745	40,455	40
Planning Building	18 W Liberty St, York, SC 29745	18,000	47
Law Enforcement Training	92 Stoneybrook Dr, York, SC 29745	17,000	25
Government Center Building	6 S Congress St, York, SC 29745	73,754	150
Fire Training Center	2500 McFarland Rd, York, SC 29745	24,575	20

1.3 Scope of Equipment

The selected Contractor shall provide a turnkey solution including equipment, installation, product stocking, maintenance, technology integration, and reporting.

1.3.1 Equipment Types

Proposers shall describe solutions for one or more of the following:

A. Traditional Vending Machines

- Snack machines
- Cold beverage machines
- Combination units
- Hot beverage machines (if proposed)

B. Micro Markets

- Self-checkout kiosks
- Open shelving and refrigerated display cases

- Cashless and optional cash payment options
- Secure inventory control systems

C. Smart Cabinets / Smart Coolers

- RFID, camera-based, or weight-sensor technology
- Secure unattended access
- Real-time inventory tracking
- Remote monitoring

D. Unattended Retail Stores (Where Feasible)

- Fully self-service retail environments
- Secure entry systems (badge, card, mobile access, etc.)
- Integrated POS technology
- Real-time reporting and shrinkage control

The Agency reserves the right to determine feasibility of unattended retail stores based on location size, security, and traffic.

1.4 Services Required

1.4.1 Installation

- Provide and install all equipment at no cost to the Agency unless otherwise proposed.
- Coordinate installation with Agency Facilities.
- Ensure ADA compliance.

1.4.2 Products

Provide a variety of:

- Healthy options (low-sodium, low-sugar, gluten-free, etc.)
- Traditional snack and beverage options
- Fresh food (where applicable)

1.4.3 Product Requirements

- Packaged products must contain clearly displayed nutritional information.

- Provide local or regional products when feasible.
- Products must comply with all federal, state, and local food safety regulations.

1.4.4 Payment Systems

- Accept major credit/debit cards.
- Accept mobile wallet payments (Apple Pay, Google Pay, etc.).
- Accept Agency-issued ID or payroll deduction (if requested).
- Cash acceptance (if required by Agency).
- PCI compliance required.

1.4.5 Service & Maintenance

- Maintain equipment in clean, fully operational condition.
- Provide preventative maintenance schedule.
- Respond to service calls within 48 hours.
- Refund process for malfunction or product issues.
- Replace expired or damaged products immediately.

1.4.6 Technology & Reporting

- Provide online portal access to Agency.
- Monthly reports including:
 - Sales by location
 - Commission calculations
 - Product mix
 - Service response times
 - Inventory data
 - Real-time telemetry preferred.

1.4.7 Revenue & Commission

Proposers shall provide:

- Commission percentage by equipment type.
- Minimum annual guarantee (if offered).
- Explanation of pricing model.
- Any revenue-sharing for micro markets or unattended retail.

SECTION 2 OTHER REQUIREMENTS

2.1 Experience

Offeror must have been in business under the same corporate or partnership name for at least five years, and agree to operate this contract under that same name. Offeror must also agree not to incorporate or form a new entity for the specific purpose of contracting with York County Detention Center.

2.2 Insurance

Offeror 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.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information divided into sections as indicated below. Failure to submit this information will render your Proposal as ineligible for consideration.

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TAB 1: TECHNICAL APPROACH (35% of Score): Provide a description of the Proposer's approach to the services described in Section 1, to include startup procedures/requirements, description of proposed solution types, equipment specifications, technology platform details, security measures for unattended retail, implementation timeline, reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities, tablets and devices to be provided.

TAB 2: PRODUCT QUALITY AND VARIETY (30% of Score): Provide a product list to include product description, and current retail cost. If there are any categories that each product is classified as by vendor, then include that information. Also include a designation to distinguish which products are considered a healthy option.

TAB 3: SERVICE AND MAINTENANCE PLAN (25% of Score): Proposers shall provide a comprehensive Service and Maintenance Plan describing how they will ensure continuous, reliable operation of all vending machines, micro markets, smart cabinets/coolers, and unattended retail solutions. The plan shall detail preventative maintenance schedules; cleaning and sanitation protocols; restocking frequency; remote monitoring and telemetry capabilities; and procedures for addressing equipment malfunctions, payment system issues, product quality concerns, and customer complaints. Proposers shall clearly identify service response times, escalation procedures, and hours of operation for service support. The submission shall include staffing levels, technician qualifications, local service presence, vehicle inventory practices, and availability of backup equipment or temporary replacements when necessary. Additionally, proposers shall describe refund procedures, performance tracking metrics (e.g., uptime percentages, service call resolution time), and any service level guarantees. The plan should demonstrate the firm's ability to proactively manage inventory, minimize downtime, maintain cleanliness and food safety standards, and deliver a consistent, high-quality customer experience across all locations.

REVENUE COMMISSION PROPOSAL (one copy in a separate sealed envelope) (10% of Score): Proposers shall provide a detailed description of their proposed Revenue/Commission Structure, including the percentage commission offered to the Agency for each service type (e.g., traditional vending machines, micro markets, smart cabinets/coolers, and unattended retail stores), and whether commissions are based on gross sales, net sales, or another defined revenue metric. The proposal shall clearly define all financial terms, including product pricing methodology, cost assumptions, administrative fees (if any), and any revenue-sharing thresholds or tiered commission schedules. Proposers shall indicate whether a minimum annual guarantee (MAG) is offered and describe how it will be calculated and reconciled. Additionally, firms shall outline reporting frequency, payment schedule, audit rights, and transparency measures to ensure accurate revenue tracking. The submission should also address how pricing and commission structures will remain competitive and sustainable throughout the contract term, including any escalation provisions or price adjustment mechanisms.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal, to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete paper copy and include a digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the GetAll portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. 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 a confirmation email is not received, contact GetAll support at support@getall.com to confirm the 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.

For step-by-step instructions on how to submit a response select Help and then Quick Reference in the GetAll portal.

3.5 Intent

Offeror'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 Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request. To assure clarity, all Offerors 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 Proposals 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 Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he has received all addenda issued before Proposals are opened. Questions received less than five (5) days prior to the date for opening of Proposals 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.

3.7 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 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature.

The Offerors' past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. These criteria excluding the cost will be independently evaluated by each committee member. Once the committee has evaluated each proposal, the score will be tallied. Lastly the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County must award this Proposal to the lowest responsible and responsive Offeror who best meets the terms and conditions of the Proposal. 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 Proposal s and to make an award to the most advantageous offeror.

Upon determination of the lowest Offeror, review of Proposal for responsiveness, and satisfaction that the offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that offeror.

4.4 Terms of Contract

The contract term shall be for three (3) years with two (2) additional one (1) year renewal options.

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

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

4.5 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 Offeror 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 Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 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.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the PROPOSAL. Non-substantial deviations may be considered provided that the Offeror 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 Offerors including the employees of the Offeror 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 Offeror 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

Offerors 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 Offeror, 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 Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors 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 Offerors 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 Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror 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 Proposal and Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal 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 proposal 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 proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

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

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

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

The Offeror 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 Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror 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 proposal, 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. Offerors 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

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror'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 Offeror, or any person, firm, or corporation employed by the Offeror 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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