

REQUEST FOR PROPOSALS
COLLECTION AGENCY SERVICES FOR
DELINQUENT SEWER/REFUSE ACCOUNTS
CITY OF YORK



Proposal Submittal Due Date

Monday, December 5, 2016
2:00 P.M.

TABLE OF CONTENTS

	<u>Page</u>
Purpose.....	3
Proposal Submission.....	3
Pre-Proposal Conference.....	3
Proposer’s Clarification.....	3
Insurance.....	3
Equal Employment Opportunity.....	5
Employment of Certain Persons Prohibited.....	5
Alterations or Modifications.....	5
Subcontracts.....	6
Right to Audit Records.....	6
Dissemination of Information.....	6
Business Privilege Tax.....	6
Permits / Licenses.....	6
Observance of Laws, Ordinances and Regulations.....	7
Withdrawal of Proposals.....	7
Proposal Rejection.....	7
Execution of Contract.....	7
Contract Termination.....	7
Scope of Services.....	8
Form of Proposal.....	8
Information Required of Proposer.....	9
Questionnaire.....	10
Assignment of Key Staff.....	13
City Information.....	13
Evaluation of Proposals.....	13
Selection Committee.....	13
Questions Regarding Specifications.....	14
 FORMS	
Non-Collusion Affidavit.....	15
Certificate of Non-Indebtedness.....	18
Non Discrimination Statement.....	19
Indemnity Agreement & Hold Harmless.....	20
Stipulation Against Liens.....	21
Americans with Disabilities Act.....	22

PURPOSE

The City of York (the City) is requesting proposals for the purpose of selecting and retaining qualified and professionally trained collection agencies. The contract shall be for a period of two years. The City may renew the contract for a maximum of two (2) additional one (1) year periods without having to open this category for new bids.

PROPOSAL SUBMISSION

The original proposal, three (3) copies, and one (1) electronic copy on compact disc shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Business Administrator, City Hall, 101 S. George Street, York, PA, until 2:00 PM, prevailing time on Monday, December 5, 2016. The envelope shall be clearly labeled as RFP for Collection Agency.

Proposals received at the Office of the Business Administrator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening which will be held at 2:15 PM in the Pullo Conference Rm 204 of York City Hall, 101 S. George Street, 2nd Fl, York, PA 17401.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held. To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 a.m. on Monday, November 14, 2016. All responses to questions will be answered no later than 2:00 p.m. on Monday, November 21, 2016. Addendums to the RFP may occur and will be available at www.yorkcity.org. Bidders are responsible for staying up to date on any addendums and should confirm that their bid is in compliance with any addendums prior to submitting their bid.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of York, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of York as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of York, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of York, 101 S. George*

Street, York, PA 17401. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker’s Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer’s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be

made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of York is tax exempt.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of York imposes a Business Privilege License, at \$25.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 3 ½ mills upon the gross receipts attributable to business conducted within the City of York.

PERMITS / LICENSES

The Proposer shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give

any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Business Administrator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of York.

PROPOSAL REJECTION

The City of York reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

Either party shall have the ability to terminate the contract for any reason with 60 days written notice. The City shall also have the right to immediately terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.

- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

In the event that the City must immediately terminate the contract, the Proposer will be paid for all work completed prior to the termination. Proposers who have questions concerning various aspects of this Contract should contact the following person:

Michael Doweary, Business Administrator
City of York
101 S. George Street
York, PA 17401
(717) 815-0494 (fax)
mdoweary@yorkcity.org

SCOPE OF SERVICES

The City of York is currently searching for agencies to provide collection services on delinquent Sewer/Refuse accounts.

The successful contractor must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.

FORM OF PROPOSAL

All proposers shall be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

INFORMATION REQUIRED OF PROPOSER

A. Cost

Submit fee for this service as described within.

The City of York will not be responsible for any out-of-pocket expenses incurred by the proposer.

B. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of York will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform.

C. References

The proposer shall submit at least four (4) clients as references for previous experience and describe results of collections. Of the four (4) please provide at least two (2) references from municipalities.

D. Executive Summary

This section should contain an outline of the proposer's general approach along with a brief summary of the prominent features of the proposal submitted.

E. Contractor's Capabilities

Provide a statement of your agencies background and experience in providing collections for sewer/refuse accounts. Be specific about relevant Pennsylvania experience in collection services. Include a list of both governmental agencies and private sector organizations in Pennsylvania that you have provided services to over the past five years. Include appropriate contact information for each organization.

F. Methodology and Documentation

Describe method of collection in detail and include samples of all correspondence sent to debtors. Samples of information and remittance reports sent to clients should also be submitted with this proposal.

QUESTIONNAIRE (REQUIRED OF PROPOSER)

Every question should be answered with specific, definite, and detailed information. Answers shall not be evasive, indefinite, general or misleading. If the space provided on this form to answer any question is insufficient you may add additional sheets.

Company Name _____

Address _____

Phone: (____) _____ Date: _____

1. How long has your company been in business? _____

2. What is the experience of the agency with municipal accounts (third class cities in PA)?

3. What geographic territories do you collect in? _____

4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month? _____

5. How many collectors do you currently employ and how many are bilingual? _____

6. Please specify your office/collection hours. Are Saturdays and nights required? _____

7. What is the normal method used to collect accounts, including specific work standards based on balance ranges? Include number of both written and telephone attempts. _____

8. Give detailed skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts. _____

9. What is your policy or procedure on complaint handling? _____

10. Are the collectors automated? If so, what type of system is utilized? _____

11. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or Auto Pay? What requirements and procedures are in place to ensure minimal adverse action after payment is received? _____

The foregoing is a true statement of facts, and I recognize and agree that if any statement is found to be incorrect or false, that my bid will be subject to rejection by the City of York.

Signed _____

Title _____

Date _____

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

CITY INFORMATION

An executed Non-Collusion Affidavit and Non Discrimination Statement, as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

EVALUATION OF PROPOSALS

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Company's qualifications, personnel and organization strengths and achievements.
- B. Experience with similar work, supply references.
- C. Interview with key personnel (optional).
- D. Time schedule and costs.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the

City of York. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be submitted via email with the subject line "Collection Agency RFP Question" to mdoweary@yorkcity.org. Questions to be given consideration must be received in writing prior to 10:00 AM on Monday, November 14, 2016. Direct inquiries to:

Michael Doweary, Business Administrator
City of York
101 S. George Street
York, PA 17401
FAX (717) 815-0494
mdoweary@yorkcity.org

Any and all such interpretation will be answered and emailed to the prospective companies at the number furnished by them no later than 2:00 PM on Monday, November 21, 2016. Addendums to the RFP may occur and will be available at www.yorkcity.org. Bidders are responsible for staying up to date on any addendums and should confirm that their bid is in compliance with any addendums prior to submitting their bid.

Additionally, the City prohibits communications initiated by a proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF YORK**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF YORK, dated _____, 20 __, providing for the _____

_____ City of York,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of York, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF YORK, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

as set forth in the CONTRACT DOCUMENTS as prepared by the City of York.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the York County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20____.

(SEAL)

(CITY OF YORK)

ATTEST:

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Consultant agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination”, 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the City of York through contracts with outside contractors.

2. The Consultant shall be responsible for and agrees to indemnify and hold harmless the City of York from all losses, damages, expenses claims, demands, suits and actions brought by any party against the City of York as a result of the Consultants’ failure to comply with the provisions of paragraph 1, above.