



The City of York Pennsylvania

Honorable Michael R. Helfrich, Mayor

UNIFORM AND POLICE EQUIPMENT REQUEST FOR PROPOSAL

**Responses due by
SEPTEMBER 28, 2018**

September 6, 2018

INVITATION TO BID

The York City Police Department will accept sealed bids for **uniforms and police equipment**. It is the intent of the City to accept bids for the uniforms and equipment. Bids will be accepted no later than 2:00 PM on Friday, September 28, 2018. .

All bids must be on enclosed City form. Bids may be returned in a sealed package or submitted electronically as specified in the instructions to bidders to the attention of Captain Matthew Leitzel.

Capt. Matthew Leitzel
York City Police Department
50 W. King St.
York Pa. 17401

TABLE OF CONTENTS

Introduction

Section I

Timeline & Response Guidelines

Section II

RFP Eligibility & Selection Criteria

Section III

Instructions to Bidders

Section IV

Vendor Qualifications

Section V

Additional Information

Appendix A

Forms

STRATEGIC RISK MANAGEMENT INITIATIVE

The City of York is evaluating all areas of our business to strategically manage costs and maximize value. Our objective is to work with select vendors who can assist the City in maximizing the value and service quality of the goods and services we procure, while identifying opportunities to reduce the costs of externally purchased goods and services and improving our vendor selection and management processes.

We believe that the ultimate outcome will enhance the value of the City's relationship with its vendors. As part of this program, we are reviewing our Police Department Uniform and Equipment Services. We believe there is significant value to be gained from reviewing the current vendor arrangement, with the goal of assuring that our program is providing us with superior service at a competitive price.

DESCRIPTION OF OPERATIONS

Websites:

<http://www.yorkcity.org>

Description of Entities/Operations:

The City of York, Pennsylvania, a City of the 3rd Class of the Commonwealth of Pennsylvania, operating under Optional Charter Law. The City's core services are public works, housing programs, economic development, police and fire department public safety, health and environmental services, sewer interceptor line maintenance and wastewater treatment. The City of York provides recreation programs for youths and adults and is the owner of the York City Ice Arena.

The City of York Sewer Authority operations have been primarily to acquire, construct, improve and lease the sewer wastewater treatment plant to the City of York.

The City of York General Authority operations are primarily to operate and maintain a municipal parking system through a management agreement with the City of York. This includes three parking garages and surface parking plus metered parking in the downtown district.

The City of York Redevelopment Authority strategically acquires underutilized, blighted and vacant parcels throughout the City of York for the purpose of promoting residential, commercial and industrial redevelopment projects in the City.

SECTION I – TIMELINE & RESPONSE GUIDELINES

1. Critical Dates

Activity	Target Date
1. RFP Sent to Vendors	September 6, 2018
2. Deadline for Initial Questions to RFP	September 14, 2018
3. Qualifications and Proposals received from Respondents	September 28, 2018
4. Notification of Selection of Respondents to Final Phase	October 15, 2018
5. Meeting with Finalists Completed	November 01, 2018
6. Selection of Vendor	November 15, 2018
7. Execution of Vendor Services Agreement	November 30, 2018

2. Submittal Date and Location

Your response must be submitted no later than 2:00 PM on **SEPTEMBER 28, 2018** to:

Mail to:
Captain Matthew Leitzel
50 E. King Street
York, PA. 17401

or

Electronically:
mleitzel@yorkcity.org

Following the receipt of responses, your company's proposal will be evaluated, and your company may be asked to provide additional information or respond to follow up questions. Your company's response should be tailored specifically to address the questions outlined in the RFP.

Following the vendor evaluation process, the vendor to handle the City of York Police Department's uniforms and equipment will be selected. The selected vendor will be expected to provide services as outlined in the sample vendor service agreement presented with your firm's RFP response.

3. Proposal Contact

Your primary contact for any questions or comments regarding the attached document is Captain Matthew Leitzel, Administrative Commander, York City Police Department, 717.434-9851, mleitzel@yorkcity.org.

SECTION II- RFP ELIGIBILITY & SELECTION CRITERIA

- **Selection Process and Participation Requirements**

- a. Comply with all instructions
- b. Complete all required sections of the RFP
- c. Respond to Vendor Qualifications in reasonable detail
- d. Meet the deadline for submission of RFP to the City of York

- **Selection Criteria**

The successful respondent will be selected for further consideration based upon, but not limited to, the following criteria:

- a. Must provide a custom web portal for Officers to place orders.
- b. Web portal will be populated ONLY with items approved by police administration.
- c. Each Officer will have a personal account funded by YCPD.
- d. Each Officer will be professionally measured/sized and this information will be pre-loaded into the Officers' individual accounts in the portal.
- e. Must employ a full time seamstress with the ability to embroider, make alterations, and attach patches
- f. Provide free delivery to the York City Police Department
- g. Supply the ability for the department admin to make phone orders as well as portal orders
- h. Officer orders as well as Administrative orders must be invoiced separately with the name of the recipient.
- i. All orders must be packaged, or in some way sorted individually with the name of the recipient.
- j. Enter into a two-year contract for services with the York City Police Department.
- k. The anticipated Competitive Advantage to the City of York based on Vendor's Qualifications
- l. Explanation of any services or activities subject to additional charges or fees or commissioned based
- m. Article 136 (12%): Local and Disadvantaged Business Enterprise Program – In evaluating bids and proposals, agencies shall award preferences in the form of points (in the case of proposals) or a percentage reduction in price (in the case of bids) as follows:
 - i. Eight points of a possible 100, eight percent (8%), for local business enterprises.
 - ii. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones.
 - iii. Four points of a possible 100, four percent (4%), for a small business enterprise as defined herein.

- iv. However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.

- **Evaluation Process**

The City of York will systematically review and evaluate your firm's proposal. The City reserves the right to select, or not select, a broker for any reason.

- **Submission Effort**

- a. **Date of Submission:** Responses to the RFP received after the designated date will not be considered.
- b. **Proposal Acceptance:** The City of York reserves the right to accept or reject any proposals made to it in response to this RFP whether in whole or in part. The City makes no guarantee whatsoever implied or otherwise that it will contract or agree to contract with any party as a result of this RFP.
- c. **Cancellation of the RFP:** The City of York reserves the right, in its sole discretion, to cancel this RFP at any time prior to the execution of a written agreement with the successful respondent.
- d. **Waivers:** In the interests of furthering competition, The City of York may waive minor procedural requirements or informalities during the process of soliciting, evaluating, or negotiating this award.
- e. **Submitted Materials:** Materials provided to the City of York by brokers will remain at the City. At the end of the proposal RFP process, all materials submitted will become the property of the City, unless alternative agreements have been reached in writing.

SECTION III - INTRUCTIONS TO BIDDERS

1. All Proposals must be on blanks furnished by the City of York.
2. All Proposals must be sealed, endorsed, "*YORK CITY POLICE UNIFORMS AND EQUIPMENT*" and delivered to the Police Department at City Hall on or before **Friday September 28, 2018 at 2:00 PM.**
3. Immediately upon award being made, the successful bidder shall enter into written contract with the City in form satisfactory to the City.
4. Bidders shall not insert in the Proposal, Instructions to Bidders, or Specifications, nor enclose with the same when delivered to the City, any written statement which the effect of will have making material changes in the same or in any contract between the parties covering the subject matter thereof.
5. The amount of the contract shall in all cases, whether of straight sale price, conditional sale, bailment lease or otherwise, be the entire amount which the City pays to the successful bidder or his assigns, in order to obtain the service or property or both, and shall not be construed to mean only the amount which is paid to acquire title or to receive any other particular benefit or benefits of the whole bargain.
6. The performance of the contract shall be subject to the approval of the Director.
7. The right is reserved by the City to reject any or all bids as may be deemed to be in the best interest of the City.
8. The contract shall be in force for a **period of two (2) years** from date of award where applicable.
9. The City of York, Pennsylvania reserves the right to
 - Deduct two percent (2%) for all items not delivered within 30 days of order
 - Deduct five percent (5%) for all items not delivered within 60 days of order
 - Deduct ten percent (10%) for all items not delivered within 90 days of order
 - Cancel balance of order not delivered after 90 days of order
 - Repeated delivery issues may result in cancellation of contract.

10. The City will determine who is the lowest responsible bidder upon the basis of the bids submitted and reserves the rights to reject any or all bids, and advertise again, if the best interest of the City will thereby be promoted. The City also reserves the right to waive any technical defects, if in its judgment the interest of the City shall so require.
11. All contractors will be required to furnish certificate of insurance covering liability coverage and Workman's Compensation insurance within ten (10) days after the contract has been awarded.
12. In case of general strikes, fire, flood, accident, acts of God or cause beyond control of the vendor or contractor which wholly or partially caused cessation of manufacturing or transport activity interrupted by any reason of any law or regulation there under approved or authorized by Federal Authority or by any Federal agency created by law; said vendors or contractors shall be held blameless during the duration of cause provided, however, that the vendors or contractors shall notify the City in writing within five (5) days from the date of such cause or happening.

SECTION IV- VENDOR QUALIFICATIONS

Vendors must have the ability to supply the following items. Indicate availability (Yes/No) beside each item on the below list and provide a contract price on each item that will remain effective for the duration of the contract. If there is an item you are not able to supply, please provide a list of alternatives with pricing.

		Available	Price
Shirts	**Include sleeve patches/chevorons/Class B - Name Tape, City Badge		
	Fechheimer – Flying Cross – Long Sleeve Justice Shirt – LAPD Navy (Men/Women)		
	Fechheimer – Flying Cross – Long Sleeve Deluxe Tropical Shirt – White (Men/Women)		
	Fechheimer – Flying Cross – Short Sleeve Justice Shirt – LAPD Navy (Men/Women)		
	Fechheimer – Flying Cross – Short Sleeve Tropical Shirt – White (Men/Women)		
	Elbeco – Tek 3 Long Sleeve Shirt – Midnight Navy (Men/Women)		
	Elbeco – Tek 3 Short Sleeve Shirt – Midnight Navy (Men/Women)		
	5.11 – Performance Polo Short Sleeve Shirt – Dark Navy (Men/Women)		
	5.11 – Performance Polo Long Sleeve Shirt – Dark Navy (Men/Women)		
	5.11 - Taclite Pro - Dark Navy (Men/Women) No patches, no embroidery (Academy)		
	Blauer Mock Turtle Neck – Navy - YCPD Embroidery on Neck		
Pants	**Include tailored fitting of inseam if necessary		
	Fechheimer Justice Public Safety Pants – LAPD Navy (Men/Women)		
	Fechheimer Legend Public Safety Pants – LAPD Navy (Men/Women)		
	Elbeco – Tek 3 Cargo Pocket Pants – Midnight Navy (Men/Women)		
	5.11 – Taclite Pro Pant – Choice of Color (Men/Women)		

	5.11 – Stryke Pants w/ Flex-Tac – Choice of Color (Men/Women)		
	5.11 – TDU Poly/Cotton Ripstop Pant – Choice of Color (Men/Women)		
	5.11 - Taclite Pro - Dark Navy (Men/Women) (Academy)		
OuterWear			
	5.11 – 5-in-1 Jacket – Dark Navy – Patches, Chevrons, Badge		
	Blauer – Featherweight Gortex Reversible Raincoat 48” Long Black/Hi Vis		
	Blauer – Lightweight Reversible Raincoat 48” Black/Hi Vis		
	Blauer – Lightweight Reversible Rain Jacket 32” Black/Hi Vis		
	Blauer – Reversible Bomber Jacket Dark Navy/ F Yellow		
	Fechheimer – Flying Cross Single Breasted Blouse Coat – LAPD Navy		
	Blauer – V-Neck Commando Sweater Navy		
Bike Patrol			
	5.11 – Bike Patrol Jacket – Royal Blue		
	5.11 – Bike Patrol Polo – Royal Blue		
	5.11 – Bike Patrol Shorts – Black		
	5.11 – Bike Patrol Zip-off Pants – Black		
Holsters			
	Safariland – SLS Mid-Rie Level II Duty Holster		
	Bianchi – Vanguard Duty Holster		
	Safariland – Top Gun Level I Retention Holster		
	Safariland – ALS EDW Holster with Clip		
	Blackhawk – Serpa CQC Concealment Holster Glock 22/23		
Handcuffs			
	S&W – Chain-linked handcuffs with push pin double locking system		
	S&W – Chain linked nickel handcuffs		
	Peerless – Nickel Hinged handcuffs		
	Peerless – Standard Chain link handcuff		
	ASP – Tactical Handcuffs – Chain		
	ZAK Tool – Tactical Handcuff Key		
	ZAK Tool – Round Swivel Handcuff Key		

Gloves			
	Hatch – Dura-Thin Police duty glove		
	Hatch – Specialist Gloves		
	Hatch – Street Guard Glove with Kevlar		
	5.11 – TAC AK2 Gloves		
	Hatch – Task Medium Glove with Kevlar Lining		
	Hatch – Warm Weather Police Duty Glove		
	Hatch – Winter Specialist All-Weather Neoprene winter shooting/duty Glove		
Lights			
	Streamlight – IEC Type A AC Plug		
	Streamlight – 12v CD Charge Cord W/ Auto Plug		
	ASP – 3 volt lithium batteries CR123 12-pack		
	Streamlight – Charger Holder – Strion series		
	Streamlight – Charger Holder – stinger series		
	Streamlight – SL-20X/Mag-Charger Replacement Battery stick		
	Streamlight – Stinger DS LED HL Rechargeable Flashlight		
	Streamlight – Stinger Dual Switch LED Flashlight		
	Streamlight – Stinger LED Flashlight		
	Streamlight – Stinger/HP Replacement Battery Stick		
	Streamlight – Strion LED Flashlight		
	Streamlight – Strion LED HL Flashlight		
	Streamlight – Strion Replacement Battery		
	Streamlight – TLR-1 LED Tactical Weapon Light		
Gear			
	Safariland – Velcro Trouser Belt		
	Bianchi – Accumold Buckleless Liner Belt		
	Safariland – Baton Holder		
	Bianchi – Belt keeper 4 pack		
	Bianchi – Compact Light Holder		
	Safariland – Double handcuff pouch with hidden snap		
	Bianchi – Double mag pouch		
	Safariland – double magazine pouch for glock 22/17		
	Bianchi – expandable baton holder		
	Bianchi – Flat Glove pouch		
	Safariland – handcuff case with hidden snap		
	Safariland – heavy duty flashlight ring with snap		
	Safariland – Key ring 1 snap		
	Bianchi – Mace/OC spray pouch		

	Bianchi – Nylon Duty Belt		
	Safariland – OC/Mace spray holder for MK-3 w/ hidden snap		
	Bianchi – open top handcuff case		
	Bianchi – pager/Glove holder		
	Bianchi – Universal slimline radio holder with swivel		
	Safariland – Velcro leather duty belt 2.25”		
	ASP – F26B Expandable Baton (10-26”)		
	Leatherman – Skeletool		
	Leatherman – Super tool 300 stainless with universal sheath		
	Defense Technology Safariland – First Defense 360 1.3% MK3 Stream OC		
	Defense Technology Safariland – First Defense 360 .2% MK3 Stream OC		
	Defense Technology Safariland – First Defense 360 .7% MK3 Stream OC		
	Safariland – ABA Tactical Molle Carrier		
	Safariland – Expandable Baton/Flashlight Pouch Single		
	Safariland – IMPAC Special Threat Paltes / Rifle Threat Plus		
	Condor – MOPC Modular Operator Plate Carrier		
	Safariland – Second Chance – Tactical Molle Carrier		
	Safariland – Second Chance – V1 AWS Carrier		
	Safariland – Single Handcuff Pouch Molle		
	Safariland – Universal Radio Pouch Molle		
	Safariland – Utility pouch 4x8” Horizontal		
	Safariland – Utility Pouch 8x8”		
Accessories			
	5.11 – Patrol ready bag		
	Hatch – Patrol Duty bag		
	Elite First Aid – Military IFAK individual first aid kit		
Belts			
	5.11 – Leather casual belt		
	5.11 – Operator belt		
	Premier Emblem – Premier tailor waist liner		
	5.11 – TDU Belt 1.5		
	5.11 – TDU Belt 1.75 Plastic Buckle		
	5.11 – Trainer Belt 1.5		
Hats/Ties			
	Tact Squad – Clip on uniform tie		

	Keystone – Eight point uniform hat		
	Blauer – Fleece lined knit skull cap		
	Blauer – Rain hat cover reversible		
	Under Armour – TAC Stealth Beanie		
	5.11 – Watch Cap		
Earphone and Radio mics			
	Champion – Electronic Earmuffs		
	Earphone Connection – Fox Long Tube Listening Earphone		
	Howard Leight – Impact Sport Folding Earmuffs		
	Earphone Connection – Replacement Ear Tube		
	Earphone Connection – Rubber ear mold		
	TMK – Tactical Mic Clip		
Footwear and Socks			
	5.11 – 6 inch duty sock 3 pack		
	5.11 – 9 inch sock 3 pack		
	5.11 – Cold Weather crew sock		
	5.11 – Cold Weather OTC Sock		
	Bates – Cotton Duty crew sock		
	5.11 – Level 1 over the calf socks 9”		
	Bates – Mid calf tactical uniform socks		
	Under Armour – UA Heatgear Tech Crew socks 3 pack		
	5.11 – Year round crew sock		
	5.11 – Year round OTC sock		
Base layers			
	Under Armour – Cold Gear Infrared tactical fitted leggings		
	Under Armour – Heat Gear compression crew		
	5.11 – Loose Fit Crew Shirt		
	5.11 – Tactical Long Sleeve Utili-T 2 pack		
	Under Armour – Tactical Tech Short Sleeve T-Shirt		
	5.11 – Tight Crew Long Sleeve Shirt		
	5.11 – Tight Crew Shirt – Short Sleeve		
	5.11 – Utili-T crew three pack		
Eyewear			
	Oakley – Fuel Cell Standard Issue		
	Oakley – SI FLAK 2.0 XL Array Clear, Grey		

	Oakley – SI FLAK 2.0 XL Thin blue line		
	Oakley – SI Fuel Cell Thin blue line		
	Oakley – SI Gascan Thin Blue Line		
	Oakley – SI Valve Thin blue line		
Insignia/Brass			
	Strong – Badge Case- Side Opening		
	Strong – Badge holder with neck chain		
	Premier Emblem – Chevrons Sgt Pair		
	Strong – Clip-on Badge holder snap closure		
	Heros Pride – Collar Insignia – Capt – Large bars pair		
	Heros pride – Collar Insignia Capt Small bars pair		
	Heros pride – Collar Insignia – eagles – large pair		
	Heros pride – Collar Insignia – eagles – small pair		
	Heros pride – Collar Insignia – LT Large bars pair		
	Heros pride – Collar Insignia – LT small bars pair		
	Blackinton – Hat Badge – Officer, Detective		
	Blackinton – Hat Badge – Sgt and Above		
	Strong – Hidden Badge Wallet		
	Blackinton – Honor Guard – Shirt Badge		
	Blackinton – Honor Guard – Two tone hat badge		
	Blackinton – Name Bar		
	Blackinton – Wallet / Chest Badge – Officer and Detective		
	Blackinton – Wallet / Chest Badge – Sgt and Above		
	Blackinton – Years of Service Bar		
	Blackinton – York City Custom Tie Bar		
Firearm Maintenance			
	Hoppes – Bore Snake		
	Hoppes – Bulk Cotton Patches		
	Hoppes – Cleaning Swab		
	Breakfree – CLP Cleaner	4oz	
	Breakfree - CLP Cleaner 12oz		
	Kleen-Bore – Pistol cleaning kit .40		
	Hoppes – Pistol cleaning kit w/ aluminum rod		
Tactical (All Multicam)			
	TRU-Spec – H2O Proof GEN2 ECWCS Multicam Parka		
	5.11 – Multicam TDU Pants		
	5.11 – Multicam TDE Rapid Assault Shirt		

	5.11 – Multicam TDU Shirt Long Sleeve		
	Tru-Spec – Tactical Response Uniform TRU Pants		
	Tru-Spec – Tactical Response Uniform TRU Long Sleeve Shirt		
	Safariland – Gas Mask Pouch		
	Damascus – Imperial Hard shell knee pads		
	Damascus – Imperial Neoprene knee pads with reinforced non-slip Trion X caps		
	Safariland – M4 Magazine pouch double		
	Safariland – Medical Pouch		
	Safariland – Universal Radio Pouch – molle		
	Safariland – Utility pouch 8x8”		

SECTION V – ADDITIONAL INFORMATION

The forms contained in Appendix a shall be returned with the response to this RFP.

THE CITY OF YORK RESERVES THE RIGHT AT ITS SOLE DISCRETION TO MODIFY THIS RFP AND THE TERMS DESCRIBED AT ANY TIME AND FROM TIME TO TIME. THE TERMS OF THIS DOCUMENT ARE NOT, AND ARE NOT INTENDED TO BE, BINDING ON THE PARTIES. ANY AGREEMENT BETWEEN THE CITY OF YORK AND A SUCCESSFUL BIDDER SELECTED BY CITY OF YORK MUST BE MUTUALLY SIGNED BY BOTH PARTIES FOR IT TO BE BINDING. EACH BIDDER RECOGNIZES AND ACKNOWLEDGES THAT THE CITY OF YORK HAS THE RIGHT TO AND WILL ESTABLISH NEGOTIATIONS WITH MULTIPLE PARTIES UNTIL MUTUALLY SIGNED EXECUTION OF A DEFINITIVE AGREEMENT WITH THE PARTY IT SELECTS. THE CITY OF YORK CONSIDERS THE BID PROCESS, ALL RELATED COMMUNICATIONS AND DOCUMENTS, AND THE FACT THAT WE ARE IN DISCUSSIONS REGARDING THE SUBJECT MATTER, ALL TO BE CONFIDENTIAL INFORMATION. THE CITY OF YORK EXPECTS THAT BOTH PARTIES WILL KEEP ALL INFORMATION IN CONFIDENCE AS REQUIRED.

APPENDIX A: FORMS

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 Antibribe 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 overheld 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

Authorized Signatory

By: _____

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 ensure 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: _____