

CITY OF YORK, PA DEPARTMENT OF PUBLIC WORKS 101 South George Street, PO Box 509, York PA 17405 (717) 849.2245 - FAX (717) 845.7457

Michael R. Helfrich, Mayor Chaz A. Green, Director

# **INVITATION TO BID**

# **UNIFORM RENTAL & CLEANING SERVICES**

# DATE: THURSDAY, OCTOBER 17, 2019

# **TIME: 2:00 PM**





# The City of York Pennsylvania

**Chaz Green** Director of Public Works P: (717) 849-2251 C: (717) 324-6599

The Honorable Michael R. Helfrich, Mayor

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# The City of York Pennsylvania

**Chaz Green** Director of Public Works P: (717) 849-2251 C: (717) 324-6599

The Honorable Michael R. Helfrich, Mayor

# **INVITATION TO BID**

NOTICE is hereby given that The City of York, PA, Dept. of Public Works is accepting sealed Bids for **Uniform Rental and Cleaning Services.** 

# All bids must be received no later than 2:00 pm on Thursday, October 17, 2019.

### All bids must be on City forms.

**Bid documents are available as follows:** City's website – <u>www.yorkcity.org/business/request-for-proposals</u> Hard copy – City of York, PA, Dept. of Public Works, 101 South George Street, York, PA 17401

### All bids must be sealed, mailed or delivered to:

CITY OF YORK, PA DEPARTMENT OF PUBLIC WORKS ATTENTION: SEALED BID UNIFORM RENTAL & CLEANING SERVICES Mail To: 101 South George Street, PO Box 509, York, PA 17405 Deliver To: 101 South George Street, York, PA 17401

No faxed or e-mailed Bids will be considered. Bids received after the stated date and time will not be accepted and will be returned to the bidder unopened. The City reserves the right to reject any or all proposals and to make an award in the best interest of the City of York.

### **CONTACT INFORMATION:**

Chaz A. Green, Director DEPARTMENT OF PUBLIC WORKS 101 South George Street, PO Box 509, York PA 17405 (717) 849.2245 cgreen@yorkcity.org India Banks, Operations Manager DEPARTMENT OF PUBLIC WORKS 101 South George Street, PO Box 509, York PA 17405 (717)849.2279 ibanks@yorkcity.org

# Issued: September 27, 2019

# **ADVERTISEMENT DATES:**

Friday, September 27 AND Monday, September 30, 2019

# INTRODUCTION

The City of York's mission is to ensure a safe, clean, healthy, productive city where neighborhoods are revitalized, history is preserved, the natural environment is respected, and where all people can reach their full potential through education, commerce, culture, recreation and wellness. The Department of Public Works is housed under the City of York and it is their mission to provide safe, clean, healthy and productive building, infrastructure, programs and services as efficiently as possible for the people of York City.

# **DESCRIPTION OF NEED**

The City of York, PA, Department of Public Works is seeking Bids for uniform rental and cleaning services, purchase of seasonal garments, rental of wipers, mats and dust mop covers. It is also the intent of the City to select a single firm to provide all services as outlined in the Invitation to Bid.

# **SCOPE SERVICES**

### <u>General</u>

New (seasonal) work quality uniforms, cotton/polyester consisting of shirts (long and short sleeved) and pants shall be provided to approximately <u>sixty-five (68)</u> employees (full-time/part-time) at the specified locations as listed on the Pick-Up/Delivery Location attachment, with the exception of laboratory personnel at the Wastewater Treatment Plant who prefer short sleeved shirts year round. Spring/Fall Jackets, Winter Parkas, T-shirts and Sweatshirts will be provided to those employees requesting the issue of such.

### **Garments**

- Winter Parka High Viz, ANSI/SEA Class 3, with hood, front zip, and or snap front
- ANSI Class 2 Bomber Jacket with lining and a zip and or snap front (Spring)
- Perma Lined Jacket
- Comfort Pant
- Cargo Pant
- Comfort Work Shirt Long Sleeved
- Comfort Work Shirt Short Sleeved
- Long Sleeved Polo Shirt
- Short Sleeved Polo Shirt
- Oxford Shirt Long Sleeved
- Oxford Shirt Short Sleeved

# **Garments Continued**

- All Cotton Uniform
- Flat-Front Short
- Cargo Short
- T-shirt (seasonal purchased item), w/City Logo
  - ANSI Class 2 Lime Jersey Knit Short Sleeved Stripe w/Pocket 100% breathable polyester jersey knit
  - ANSI Class 3 Lime Jersey Knit Short Sleeved Comfort Stripe w/Pocket 100% breathable polyester jersey knit,
  - 50/50 short sleeved t-shirts with left pocket
  - 100% Cotton short sleeved t-shirt with left pocket (American Made)
- Sweatshirt (seasonal purchased item), w/City Logo
  - o ANSI High Visibility Yellow Class 3 Full Zipper Front Hooded Sweatshirt
    - Yellow-Green (safety) with 2" segmented reflective trim with black bottom
  - o ANSI High Visibility Yellow Class 3 Crew Neck Sweatshirt
    - Yellow-Green (safety) with 2" segmented reflective trim with black bottom

### Emblem

### • Uniform

Vendor shall affix to the uniform shirts "CITY OF YORK" with employee's name and department at no additional cost to the City.

Vendor shall affix a Union Patch to each uniform shirt at no additional cost to the City of York. The patch shall be supplied by the City.

# • T-shirt / Sweatshirt



Rose Emblem (white), Employee Proud City of York (lettering) and the Circle (navy) Logo Position: Left Sleeved (ANSI t-shirt), Left Pocket (all other t-shirts)

### **Non-Uniform Items**

- Mats
  - Sizes 3 x 5, 3 x 10, 4 x 6, and 4 x 8
- 36" tube Wipers
  - $\circ$  Colors white or orange
- 18 x 18 Wipers
  - Colors white, orange and red
- Dust Mop Covers



# **Contract Terms and Conditions**

The City reserves the right to accept or waive changes/modifications it feels would be in the best interest of the City.

The City reserves the right to cancel service for any employee or department during the course of the contract and City will no longer be charged for those items upon notice of cancellation to the Vendor and return of said items.

The submittal of a bid will constitute a representation by the bidder that the bidder has complied with every requirement of this proposal and that the documents are sufficient in scope and detail to indicate and convey understanding of all terms, conditions and specifications for performance of this contract. The bidder shall be required to submit a sample uniform consisting of all parts listed at the time of bid submittal.

The City will pay Vendor only for items that each employee selects from the uniform list, i.e. if employee does not select to receive Uniform Shorts, City will not be charged for this item. If employee selects to receive only one jacket, City will be charged for only one item.

If an employee elects to no longer select an item from the uniform list during the course of the contract, and the employee returns all items to the vendor, then City will no longer be charged for the item(s).

Uniforms, Spring/Fall Jackets, Winter Parkas, T-shirts and Sweatshirts are to be supplied to new employees only as ordered by the City. These garments must be similar in style to those currently in use by City employees.

Female employees will be provided the opportunity to select uniforms, which offer the best fit, whether it is men's, or women's uniforms, altered as required.

Examples of these garments must be provided for display at the Department of Public Works.

The vendor will measure all current and subsequent employees for proper garment fit.

T-shirts and sweatshirts will be purchased and distributed once a year, with quantities and sizes varying by department. The order for t-shirts will be placed by the City representative. T-shirts are to be delivered to each employee by department as designated. T-shirt orders for new employees will be placed as necessary.

At the conclusion of this contract, any Uniforms not returned to Vendor by City will have the cost depreciated and prorated by the total number of years of the contract term. The City will only be responsible for this depreciated cost. Vendor shall include a percentage of annual depreciation for uniforms here: \_\_\_\_\_\_%

The proposal is to be based on pricing of uniforms of a polyester and cotton blend material. The request for pricing of an all-cotton uniform is for the City's information. Delivery and pick-up of uniforms will be once a week per location. Uniforms will be placed in lockable individual employee lockers provided by the Vendor.

# **Contract Terms and Conditions Continued**

Soiled uniforms will be cleaned and repaired as requested. A system shall be implemented for an employee to notify vendor of necessary repairs, size changes, etc. Repairs must be made promptly at <u>no additional cost</u> to the City. Garments are to be returned to employee at the designated location. Notification of repairs should be included with invoice. Replacements will be provided only upon City request.

All soiled and clean uniforms will be picked up and returned to the assigned designated area for each City department as specified in the attached document. Locations and approximate number of employees/supervisors are provided on the attached sheets. The numbers given are <u>approximate only</u> and provided for the purpose of bidding.

### \*<u>The City reserves the right to increase or decrease the number of employees</u> receiving uniform service as payroll and/or union negotiations, etc. may require. The <u>City also reserves the right to change delivery locations if needed.</u>

Weekly cleaning charges will be assessed based on actual number of garments cleaned. Invoices shall designate separate uniform rental charge and cleaning charges by location for each employee for each week.

Delivery and pick-up of cleaning supplies and mats will be once a week per location.

- <u>The City reserves the right to increase or decrease the number of locations</u> receiving cleaning supplies and mats as required.
- Bids shall include all costs for delivery and service of the contract. No add on charges will be allowed by the vendor if not specifically included in the bid.
- <u>The City reserves the right to split the contract for Uniform Rental and Cleaning, and Rental and Cleaning of Wipers and Dust Mops, and Rental and Cleaning of Mats and, award to different vendors if deemed in the City's best interest to do so.</u>

# The successful bidder (s) will be required to provide all new uniforms, cleaning supplies and mats.

A complete inventory of all uniforms must be done annually. This information shall be forwarded to the City representative.

The contract shall be in force for a period of <u>FOUR (4) YEARS</u> from the date of award. After the four (4) year period, this contract will automatically renew on a year to year basis unless either party notifies the other in writing forty-five (45) days prior to the termination date of the contract that they do not intend to renew. Original terms and conditions of this contract shall apply to each renewal period. Either party will be able to terminate the contract for any reason with a ninety (90) day notice after the first year

# **Contract Terms and Conditions Continued**

Contractor must provide name, phone number and e-mail address of a designated customer representative who can be contacted in the event of problems or concerns, order placement for new employee, necessary decreases or increases, etc.

The City representative will be the Director of Public Works or his authorized representative. Both City and contractor representatives will promptly investigate respond and solve any problems or discrepancies that may arise.

An accounting of uniforms must be provided semi-annually by the Contractor to the City representative(s) for verification that all accounts are correct.

### **INVOICING**

Invoices for uniforms will be issued for each delivery/pick-up location.

A separate invoice for the purchase of t-shirts and sweatshirts, shall be prepared by the vendor and itemized by department.

Mail invoices to: City of York, City Hall, 101 South George Street, P.O. Box 509, York, PA 17404, Attention: Finance Department - Accounts Payable. Invoices must be itemized by department/location.

# PROPOSAL FOR UNIFORM RENTAL & CLEANING SERVICES PROPOSAL A: UNIFORM RENTAL & CLEANING

The undersigned agrees to provide Seasonal pants, shorts, long and short sleeved shirts, long and short sleeved polo and oxford shirts, jackets and winter coats, uniform rental and cleaning services for the City of York in strict and entire conformance with the Specifications, Instructions to Bidders, and Proposal attached hereto and made a part hereof.

# 1. Uniform Issue for sixty-five (65) full-time Union Personnel

The color of the uniforms shall be as follows: Pants/shorts will be navy; shirts will be grey for all union employees. Uniforms will have both Union and City emblems.

The number of garments issued to each full-time employee shall be as follows:

Twenty-Two (22) each of work shirts, both long and short sleeved - five (5) changes per week.

Eleven (11) each of work pants - five (5) changes per week.

Provide seasonal **twenty-two/eleven (22 shirts/11 pants)** <u>uniform rental and cleaning</u> for <u>sixty-five (65)</u> union **full-time** employees (more or less), five (5) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$	Dollars	Cents (\$	) per employee per week
× <u>sixty</u>	<b>-five (65)</b> employees x fifty-two	) (52) weeks = \$	

WRITTEN OR PRINTED WORDS

# FIGURES

# 2. Uniform Issue for three (3) part-time Union Personnel

The color of the uniforms shall be as follows: Pants/shorts will be navy; shirts will be grey for all union employees. Uniforms will have both Union and City emblems.

\$\_

The number of garments issued to each part-time employee shall be as follows:

Fourteen (14) each of work shirts, both long and short sleeved - three (3) changes per week.

Seven (7) each of work pants three (3) changes per week.

Provide seasonal **fourteen/seven (14 shirts/7 pants)** <u>uniform rental and cleaning</u> for <u>three (3)</u> union **part-time** employees (more or less), three (3) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$DollarsC	ents (\$) per employee per week
x <b>three (3)</b> employees x fifty-two (52) weeks = \$	
	\$
WRITTEN OR PRINTED WORDS	FIGURES

# PROPOSAL A CONTINUED NEXT PAGE

# 3. Uniform Issue SHORTS for Union Personnel

Provide **three (3)** pair per employee seasonal uniform rental and cleaning of uniform shorts for **<u>sixty-eight (68)</u>** employees, full-time/part-time (color to be determined by the City), for unit price of:

Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per employee per week

WRITTEN OR PRINTED WORDS

### 4. Uniform Issue for seven (7) full-time NAFF Personnel

The color of the uniforms shall be as follows: Cargo Pants/Cargo shorts will be navy; Polo shirts will be blue or white for all NAFF employees. Uniform shirts shall have City emblems.

The number of garments issued to each full-time employee shall be as follows: Twenty-Two (22) each of work shirts, both long and short sleeved - five (5) changes per week.

Eleven (11) each of work pants - five (5) changes per week.

Provide seasonal **twenty-two/eleven (22 shirts/11 pants)** <u>uniform rental and cleaning</u> for <u>seven (7)</u> non-union **full-time** employees (more or less), five (5) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$	Dollars	Cents (\$	) per employee per week
x seven	(7) employees x fifty-two (52	2) weeks = \$	

WRITTEN OR PRINTED WORDS

FIGURES

\$\_\_\_\_\_ FIGURES

### 5. Uniform Issue for three (3) part-time NAFF Personnel

The color of the uniforms shall be as follows: Pants/Cargo shorts will be navy; Polo shirts will be blue or white for all NAFF employees. Uniform shirts shall have City emblems.

\_\_\_\_\_\$\_\_\_\_

The number of garments issued to each part-time employee shall be as follows: Fourteen (14) each of work shirts, both long and short sleeved - three (3) changes per week.

Seven (7) each of work pants three (3) changes per week.

Provide seasonal **fourteen/seven (14 shirts/7 pants)** <u>uniform rental and cleaning</u> for <u>three (3)</u> non-union **part-time** employees (more or less), three (3) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$	Dollars	Cents (\$	) per employee per week
× <u>three</u>	<b>: (3)</b> employees x fifty-two (52)	weeks = \$	
		\$	
WRITTE	N OR PRINTED WORDS		FIGURES

# 6. Uniform Issue for twelve (12) Supervisory Personnel

The color of the uniforms shall be as follows: White and/or light blue shirts (oxford and polo shirts), and navy and/or khaki trousers, dress quality.

# **POLO SHIRTS**

Twenty-Two (22) each of **Polo Shirts**, both long and short sleeved - five (5) changes per week.

Eleven (11) each of work pants - five (5) changes per week.

Provide seasonal **twenty-two/eleven (22 shirts/11 pants)** <u>uniform rental and cleaning</u> for <u>twelve (12)</u> <u>supervisory employees</u> (more or less), five (5) changes of dress quality uniforms, consisting of pants and long and short sleeved <u>oxford shirts</u>, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$DollarsCents (	(\$) per employee per week
------------------	----------------------------

x **twelve (12)** employees x fifty-two (52) weeks = \$\_\_\_\_\_

WRITTEN OR PRINTED WORDS

\_\_\_\_\_\_\$\_\_\_\_\_\_FIGURES

# **OXFORD SHIRTS**

Twenty-Two (22) each of **Oxford Shirts**, both long and short sleeved - five (5) changes per week.

Eleven (11) each of work pants - five (5) changes per week.

Provide seasonal **twenty-two/eleven (22 shirts/11 pants)** <u>uniform rental and cleaning</u> for <u>twelve (12)</u> <u>supervisory employees</u> (more or less), five (5) changes of dress quality uniforms, consisting of pants and long and short sleeved <u>polo shirts</u>, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per employee per week

x **twelve (12)** employees x fifty-two (52) weeks = \$\_\_\_\_\_

WRITTEN OR PRINTED WORDS

\_\_\_\_\_\_\_\$\_\_\_\_\_\_ FIGURES

# 7. Substitute Uniform – All Cotton

Provide rental and cleaning **eleven/eleven (11 shirts/11 pants)** of an all-cotton uniform as a <u>substitute</u> for cotton/polyester uniform for the sum of:

\$Dollars	Cents (\$	) per employee per week
	\$	
WRITTEN OR PRINTED WORDS		FIGURES

# **PROPOSAL A CONTINUED NEXT PAGE**

# PROPOSAL A - Rental & Cleaning of Uniforms TOTAL UNIFORM RENTAL AND CLEANING FOR ALL EMPLOYEES (Total Items – One through Eight)

\$\_

WRITTEN OR PRINTED WORDS

FIGURES

END PROPOSAL A

# **PROPOSAL FOR UNIFORM RENTAL & CLEANING SERVICES**

**PROPOSAL B:** <u>UNIFORM RENTAL ONLY</u> (Uniform cleaning employee responsibility.)

Note: No change to uniform color or style (refer to Proposal A)

# 1. Uniform Issue for sixty-five (65) full-time Union Personnel

Provide seasonal **eleven/eleven (11 shirts/11 pants)** <u>uniform rental ONLY</u> for <u>sixty-five</u> (65) union full-time employees (more or less), five (5) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per employee per week

\_\_\_\_\_ \$\_\_\_\_\_

FIGURES

\$\_\_\_\_\_ FIGURES

x **sixty-five (65)** employees x fifty-two (52) weeks = \$\_\_\_\_\_

WRITTEN OR PRINTED WORDS

# 2. Uniform Issue for three (3) part-time Union Personnel

part-time en pants and lo	nployees (more or less), th	ree (3) changes of work q	<b>al ONLY</b> for <b>three (3)</b> union uality uniforms, consisting of for a period of one (1) year
		Cents (\$	) per employee per week
× <u>three (3)</u>	employees x fifty-two (52)	) weeks = \$\$	
WRITTEN OF	R PRINTED WORDS	¥	FIGURES
3. Uniform Issue SHORTS for Union Personnel			
Provide <b>three (3)</b> pair per employee seasonal <b>uniform rental ONLY</b> of uniform shorts for <b>sixty-eight (68)</b> employees (color to be determined by the City), for unit price of:			
\$	Dollars	Cents (\$	) per employee per week

WRITTEN OR PRINTED WORDS

**PROPOSAL B CONTINUED NEXT PAGE** 

# 4. Uniform Issue for seven (7) full-time NAFF Personnel

(7) non-uni consisting of	on full-time employees (m	nore or less), five (5) chang sleeved shirts, per employ	niform rental ONLY for seven ges of work quality uniforms, ee per week for a period of one	
\$	Dollars	Cents (\$	) per employee per week	
x <u>seven (7</u> )	<b>)</b> employees x fifty-two (52	) weeks = \$		
		\$		
WRITTEN O	R PRINTED WORDS		FIGURES	
5. <u>Uni</u>	<u>form Issue for three (3)</u>	part-time NAFF Person	nel	
union <b>part-</b> consisting of	time employees (more or l	ess), three (3) changes of sleeved shirts, per employ	rental ONLY for <b>three (3)</b> non- work quality uniforms, ee per week for a period of one	
\$	Dollars	Cents (\$	) per employee per week	
x <b>three (3)</b> employees x fifty-two (52) weeks = \$				
WRITTEN O	R PRINTED WORDS		FIGURES	
6. <u>Un</u>	<u>iiform Issue for twelve (</u>	12) Supervisory Person	nel	
(12) superv consisting of	_	less), five (5) changes of d sleeved <u>oxford shirts</u> , pe		
\$	Dollars	Cents (\$	) per employee per week	
× <u>twelve (1</u>				

WRITTEN OR PRINTED WORDS

**PROPOSAL B CONTINUED NEXT PAGE** 

FIGURES

### **POLO SHIRTS**

Provide seasonal **eleven/eleven (11 shirts/11 pants)** <u>uniform rental ONLY</u> for <u>twelve</u> (<u>12</u>) <u>supervisory employees</u> (more or less), five (5) changes of dress quality uniforms, consisting of pants and long and short sleeved <u>polo shirts</u>, per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$	Dollars	Cents (\$	) per employee per week
× <u>twelve (</u>	<b>12)</b> employees x fifty-two	(52) weeks = \$	
		\$	
WRITTEN O	R PRINTED WORDS		FIGURES

# 7. Uniform Issue for four (4) full-time Union Personnel

Note: This union does not have the option for uniform cleaning, rental only.

Uniforms will be American made. Uniforms will have both union and City emblems. The color of the uniforms shall be as follows: Pants will be navy; shirts will be grey for all union employees.

Eight (8) long sleeved work shirts

Eight (8) short sleeved work shirts. Five (5) pair work pants.

Provide seasonal **eight/eight (8 shirts/8 pants) uniform rental and cleaning** for <u>four (4)</u> union employees (more or less), five (5) changes of work quality uniforms, consisting of pants and long and short sleeved shirts, per employee per week for a per employee per week for a period of one (1) year (fifty-two, 52 weeks) for the sum of:

\$	Dollars	Cents (\$	) per employee per week
x <u>four (4)</u>	employees x fifty-two (52)	weeks = \$	
		\$	

FIGURES

WRITTEN OR PRINTED WORDS

# 8. Substitute Uniform – All Cotton

Provide rental ONLY **five/five (5 shirts/5 pants)** of an all-cotton uniform as a <u>substitute</u> for cotton/polyester uniform for the sum of:

\$	Dollars	Cents (\$	) per employee per week								
		\$\$									
WRITTEN	OR PRINTED WORDS		FIGURES								
	PROPOSAL B - Rental <u>ONLY</u> of Uniforms TOTAL UNIFORM RENTAL AND CLEANING FOR ALL EMPLOYEES (Total Items – One through Eight)										
		\$									
WRITTEN	/RITTEN OR PRINTED WORDS FIGURES										
	END PROPOSAL B										

# PROPOSAL FOR UNIFORM RENTAL & CLEANING SERVICES PROPOSAL C: RENTAL AND CLEANING OF JACKETS

**1.** Provide seasonal **uniform rental and cleaning** for <u>two (2)</u> ANSI/SEA Class 2 Hi Visibility with Reflective Tape Spring/Fall (Bomber) Style Jackets (lightweight/lined) for the price of:

#### Size Small Dollars \_\_\_\_\_ Cents (\$\_\_\_\_\_ FIGURES Each WRITTEN OR PRINTED WORDS Dollars \_\_\_\_\_ Cents Two (2) \_ (\$\_ WRITTEN OR PRINTED WORDS FIGURES Size Medium Dollars \_\_\_\_\_ Cents Each \_\_\_\_ (\$\_\_\_\_ FIGURES WRITTEN OR PRINTED WORDS Two (2) \_ Dollars \_\_\_\_\_ Cents (\$\_ FIGURES WRITTEN OR PRINTED WORDS Size Large Dollars Cents Each \_\_\_ (\$\_ FIGURES WRITTEN OR PRINTED WORDS Dollars Cents Two (2) \_ (\$\_ FIGURES WRITTEN OR PRINTED WORDS Size XLarge Dollars Cents Each (\$\_ WRITTEN OR PRINTED WORDS FIGURES Two (2) \_ Dollars \_\_\_\_\_ Cents (\$\_ FIGURES WRITTEN OR PRINTED WORDS Size XXLarge Dollars Cents Each (\$\_ WRITTEN OR PRINTED WORDS FIGURES Two (2) \_ Dollars Cents (\$\_ WRITTEN OR PRINTED WORDS FIGURES Size XXXLarge Dollars Cents Each \_ (\$\_ WRITTEN OR PRINTED WORDS FIGURES Dollars Cents Two (2) \_ (\$\_ WRITTEN OR PRINTED WORDS FIGURES **PROPOSAL C – Spring/Fall Jacket** TOTAL UNIFORM RENTAL AND CLEANING for TWO (2) – (Small to XXXLarge)

**END PROPOSAL C** 

\$

FIGURES

WRITTEN OR PRINTED WORDS

# **PROPOSAL FOR UNIFORM RENTAL & CLEANING SERVICES**

**PROPOSAL D:** <u>**RENTAL ONLY</u> <b>OF JACKETS** (Uniform cleaning employee responsibility.)</u>

1. Provide seasonal **uniform rental ONLY** for <u>two (2)</u> ANSI/SEA Class 2 Hi Visibility with Reflective Tape Spring/Fall Style (Bomber) Jackets (lightweight/lined) for the price of:

<u>Size Sm</u>	all			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
<u>Size Me</u>	<u>dium</u>			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
<u>Size Lar</u>	<u>ge</u>			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
<u>Size XLa</u>	arge			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Size XX	Large			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Size XX	<u>XLarge</u>			
Each	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
Two (2)	WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$) FIGURES
	PROPOSAL D - TOTAL UNIFORM REN			
	N OR PRINTED WORDS		\$	GURES
VVINLIIL			11	GORES

END PROPOSAL D

# PROPOSAL FOR UNIFORM RENTAL & CLEANING SERVICES PROPOSAL E: RENTAL AND CLEAING OF WINTER COATS

1. Provide seasonal rental and cleaning of **one (1)** Winter Parka – High Viz, ANSI/SEA Class 3, with hood, front zip, and or snap front per employee for the unit price of:

### Size Small

WRITTEN OR PRINTED WORDS	Dollars	Cents	(\$		)
WRITTEN OR PRINTED WORDS		_		FIGURES	,
<u>Size Medium</u>					
WRITTEN OR PRINTED WORDS	_Dollars	_ Cents	(\$	FIGURES	)
Size Large					
WRITTEN OR PRINTED WORDS	_Dollars	_ Cents	(\$	FIGURES	)
Size XLarge					
WRITTEN OR PRINTED WORDS	_Dollars	_ Cents	(\$	FIGURES	)
Size XXLarge					
WRITTEN OR PRINTED WORDS	_Dollars	_ Cents	(\$	FIGURES	)
Size XXXLarge					
WRITTEN OR PRINTED WORDS	_Dollars	_ Cents	(\$	FIGURES	)
TOTAL UNIFORM	PROPOSAL E – Winte RENTAL AND CLEANII		ull to	XXXLarge)	
		\$			
WRITTEN OR PRINTED WORDS		FIG	URES	5	

**END PROPOSAL E** 

# PROPOSAL F: PURCHASE OF SEASONAL GARMENTS T-SHIRTS AND SWEATSHIRTS

The undersigned agrees to provide Seasonal t-shirts and sweatshirts to City of York in strict and entire conformance with the Specifications, Instructions to Bidders, and Proposal attached hereto and made a part hereof.

# • T-shirt (seasonal purchased item), with logo

 ANSI Class 2 Lime Jersey Knit Short Sleeved Stripe w/Pocket 100% breathable polyester jersey knit AND

# • Approximate quantity – 246

Size	SMALL	MEDIUM	LARGE	X-LARGE	1X	2X	2X Long Tall
Quantity	0	12	48	16	24	24	12
Price Per T-Shirt	\$	\$	\$	\$	\$	\$	\$

Size	3X	3X Long Tall	4X	4X Long Tall	5X	5X Long Tall	
Quantity	12	12	12	12	6	6	
Price Per T-Shirt	\$	\$	\$	\$	\$	\$	\$

# • T-shirt (seasonal purchased item), with logo

 $\circ~$  ANSI Class 3 Lime Jersey Knit Short Sleeved Comfort Stripe w/Pocket 100% breathable polyester jersey knit

# Approximate quantity – 246

Size	SMALL	MEDIUM	LARGE	X-LARGE	1X	2X	2X Long
							Tall
Quantity	0	12	48	16	24	24	12
Price Per							
T-Shirt	\$	\$	\$	\$	\$	\$	\$

Size	3X	3X Long Tall	4X	4X Long Tall	5X	5X Long Tall	
Quantity	12	12	12	12	6	6	
Price Per T-Shirt	\$	\$	\$	\$	\$	\$	\$

# **PROPOSAL F CONTINUED NEXT PAGE**

# • T-shirt (seasonal purchased item), with logo

 $\circ$  50/50 short sleeved t-shirts with left pocket, w/City Logo. **Approximate quantity – 246** 

<ul> <li>Appr</li> </ul>	oximate qu	antity – 24	0				
Size	SMALL	MEDIUM	LARGE	X-LARGE	1X	2X	2X Long
							Tall
Quantity	0	12	60	60	24	24	12
Price Per							
T-Shirt	\$	\$	\$	\$	\$	\$	\$

Size	3X	3X Long Tall	4X	4X Long Tall	5X	5X Long Tall	
Quantity	12	12	12	12	6	6	
Price Per T-Shirt	\$	\$	\$	\$	\$	\$	\$

# • 100% Cotton short sleeved t-shirt with left pocket (American Made)

Approximate quantity – 44

Size	SMALL	MEDIUM	LARGE	X-LARGE	1X	2X	2X Long Tall
Quantity	0	0					i dii
Price Per T-Shirt	\$	\$	\$	\$	\$	\$	\$

Size	3X	3X Long Tall	4X	4X Long Tall	5X	5X Long Tall	
Quantity							
Price Per							
T-Shirt	\$	\$	\$	\$	\$	\$	\$

# **PROPOSAL F CONTINUED NEXT PAGE**

# • Sweatshirt (seasonal purchased item), with logo

- ANSI High Visibility Yellow Class 3 Full Zipper Front Hooded Sweatshirt
  - Yellow-Green (safety) with 2" segmented reflective trim with black bottom
  - Approximate quantity 84
- ANSI High Visibility Yellow Class 3 Crew Neck Sweatshirt
  - Yellow-Green (safety) with 2" segmented reflective trim with black bottom
  - Approximate quantity 52

# FULL ZIP (front) HOODIE SWEATSHIRT w/black bottom

Size	SMÁLL	MEDIUM	LARGE	X-LARGE	2X	3X	4X
Quantity	3	11	17	16	23	13	1
Price Per							
Sweatshirt	\$	\$	\$	\$	\$	\$	\$

# CREW NECK SWEATSHIRT w/black bottom

Size	SMALL	MEDIUM	LARGE	X-LARGE	2X	3X	4X
Quantity	3	6	11	11	18	2	1
Price Per							
Sweatshirt	\$	\$	\$	\$	\$	\$	\$

# END PROPOSAL F

# **PROPOSAL G: RENTAL AND CLEANING OF WIPERS, AND DUST MOP COVERS**

	-		ore or less 18 x 18 Wipers , 52 weeks) for the sum of:
			) per wipe per week
₽	Dollars	Cents (\$	) per wipe per week
x one-hundred a	and fifty (150) wipes x f	fifty-two (52) weeks = \$	
		\$	RES
WRITTEN OR PRIM	NTED WORDS	FIGU	RES
	and cleaning for <b>twelve</b> year (fifty-two, 52 weeks		ors - white or orange) for a
\$	Dollars	Cents (\$	) per wipe per week
x <b>12</b> tube wipes x	< 52 weeks = \$		
WRITTEN OR PRIM	NTED WORDS	\$ FIGUI	RES
	and cleaning for <b>twelve</b> year (fifty-two, 52 weeks	<b>(12)</b> (per week) Dust Mop ;) for the sum of:	Covers (size 30") for a
\$	Dollars	Cents (\$	_) per dust mop cover per
week			
x <b>twelve (12)</b> du	ust mop covers x fifty-two	o (52) weeks = \$	
		\$	
WRITTEN OR PRIM	NTED WORDS	FIGU	RES
		ning of Wipers, Tube W NING (Total Items One t	
WRITTEN OR PRIM		\$ FIGU	DEC
WRITTEN OR PRI	VILU WUKUS	FIGU	κlj

# **END PROPOSAL G**

# **PROPOSAL H: RENTAL AND CLEANING OF MATS**

**1.** Provide rental and cleaning of **one (1)** 3 x 5 Mat (color to be determined by the City) for a period of one (1) year (fifty-two, 52 weeks) for unit price of: Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per mat per week x \_\_\_\_\_\_one mat x fifty-two (52) weeks = \$\_\_\_\_\_\_ \_\_\_\_\_Dollars \_\_\_\_\_\_ Cents (\$\_\_\_\_\_ ) WRITTEN OR PRINTED WORDS FIGURES 2. Provide rental and cleaning of *fifteen (15)* 3 x 10 Mats (color to be determined by the City) for a period of one (1) year (fifty-two, 52 weeks) for the unit price of: Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per mat per week x **fifteen (15)** mats x fifty-two (52) weeks = \$ \_\_\_\_\_Dollars \_\_\_\_\_\_ Cents (\$\_\_\_\_\_) WRITTEN OR PRINTED WORDS FIGURES 3. Provide rental and cleaning of five (5) 4 x 6 Mats (color to be determined by the City) for a period of one (1) year (fifty-two, 52 weeks) for the unit price of: \$ Dollars Cents (\$ ) per mat per week x \_\_\_\_\_ **five ( 5 )** mats x fifty-two (52) weeks = \$\_\_\_\_\_ \_\_\_\_Dollars \_\_\_\_\_ Cents (\$\_\_\_\_\_ \_\_\_\_) WRITTEN OR PRINTED WORDS FIGURES 4. Provide rental and cleaning of two (2) 4 x 8 Mats (color to be determined by the City) for a period of one (1) year (fifty-two, 52 weeks) for the unit price of: Dollars \_\_\_\_\_Cents (\$\_\_\_\_\_) per mat per week x **two ( 2 )** mats x fifty-two (52) weeks = \$\_\_\_\_\_ \_\_\_\_\_Dollars \_\_\_\_\_\_ Cents (\$\_\_\_\_\_\_ \_\_\_\_\_) WRITTEN OR PRINTED WORDS FIGURES **PROPOSAL H– Rental and Cleaning of Mats** TOTAL RENTAL AND CLEANING (Total Items One through Four) WRITTEN OR PRINTED WORDS FIGURES

# **UNIFORM RENTAL & CLEANING SERVICES**

	-			
PROPOSAL A	UNIFORM RENTAL & CLEANING	TOTAL \$		
PROPOSAL B	UNIFORM RENTAL ONLY	TOTAL \$		
PROPOSAL C	JACKETS RENTAL & CLEANING	TOTAL \$		
PROPOSAL D	JACKETS RENTAL ONLY	TOTAL \$		
PROPOSAL E	WINTER COATS RENTAL & CLEANING	TOTAL \$		
PROPOSAL F	PURCHAS OF T-SHIRTS & SWEATSHIRTS	N/A		
PROPOSAL G	RENTAL & CLEANING OF WIPERS, AND DUST			
	MOP COVERS	TOTAL \$		
PROPOSAL H	RENTAL & CLEANING OF MATS	TOTAL \$		
TOTAL PROPOSAL A THROUGH H TOTAL \$				
WRITTEN OR PRINTED WORDS				

# All prices shall be held firm for forty-five (45) days following bid-opening date.

Bids shall include all costs for delivery and service of the contract. No add on charges will be allowed by the vendor if not specifically included in the bid.

Bidder must write or print prices in words and in figures. In the event of a difference between the written and numerical totals, the written or printed total shall govern.

No conditional bids shall be accepted.

Do not detach any sheets from this Proposal.

Read Proposal, Instructions to Bidders and Specifications carefully.

Bidders shall be bound by all terms of the Proposal, Instructions to Bidders and Specifications.

The right is reserved by the City to accept or reject any, all or parts (units) of bids as may be deemed to be in the best interests of the City

Bidder shall sign name and address in ink. If a partnership, state name of same and sign by one of the partners. If a corporation, state name of corporation and sign by authorized officer, designating title and impress corporate seal.

# **CLIENT SIGNATURE**

SIGNATURE		DATE
PRINT NAME AND TITLE		
COMPANY		
ADDRESS		
CITY	STATE	ZIP
PHONE	FAX	
CLIENT CONTACT NAME	PHONE	
E-MAIL ADDRESS		

OFFICE HOURS

END PROPOSAL SUMMARY

# UNIFORMS

1701Blackbridge Road York, PA 17402

340 Walnut Street York, PA 17403

101 South George Street York, PA 17401

101 South George Street York, PA 17401

\*101 South George Street York, PA 17401

1625 Toronita Street York, PA 17402

\*1625 Toronita Street York, PA 17402

900 South Vander Avenue York, PA 17403

**DEPARTMENT** 

Wastewater Treatment Plant

Highway & Fleet Maint. Bureau

Parking Bureau

Permits/Zoning

\*Building Maintenance

Sanitary Sewer Maintenance

\*Building Maintenance

Parks & Sanitation Bureau

\*Denotes – Same department, two different delivery locations.

# **MISCELLANEOUS CLEANING SUPPLIES**

PICK-UP & DELIVERY LOCATIONS	DEPARTMENT	ITEM
340 Walnut Street York, PA 17403	Highway & Fleet Maint. Bureau	18 x 18 Wipers
1625 Toronita Street York, PA 17403	Building Maintenance	18 x 18 Wipers
900 South Vander Avenue York, PA 17403	Parks & Sanitation Bureau	18 x 18 Wipers

# MATS

# PICK-UP DELIVERY LOCATION

1701Blackbridge Road York, PA 17402

1625 Toronita Street York, PA 17402

900 South Vander Avenue York, PA 17403

101 South George Street York, PA 17401

50 West King Street York, PA 17405

340 Walnut Street York, PA 17403

# DEPARTMENT

Wastewater Treatment Plant

**Building Maintenance** 

Parks & Sanitation Bureau

City of York

City Hall

Highway & Fleet Maint. Bureau

# **INSTRUCTIONS TO BIDDERS**

- **NOTE:** Read Proposal, Instructions to Bidders and Specifications carefully. Bidder shall be bound by all the terms of the Proposal, Instructions to Bidders and Specifications and are expected to be aware of what is contained therein.
- 1. Bids must be submitted on the blank Bid Form furnished by the City, properly filled out in ink or by typewriter, and duly executed. The Bidder shall state in the Bid Form the price per unit of measure for each scheduled item and the Total Price, both in words and figures, as determined by multiplying each quantity by the price bid per unit of measure, therefore.
- 2. All proposals must be sealed, endorsed,

**PROPOSAL FOR UNIFORM RENTAL AND CLEANING SERVICES** and filed with the Department of Public Works at 101 South George Street, PO Box 509, York PA 17405, on or before:

# Thursday, October 17, 2019 – 2:00 PM

No bid will be considered if it arrives after the time set for bid opening, and the City will not be responsible for any delays caused by mailing. Bids received after the time set for public opening of bids will be returned unopened.

- 3. Bids may be withdrawn or modified (by an appropriate document duly executed in the manner that a bid must be executed) at any time prior to the scheduled opening of bids upon presentation of a written request for such modification or withdrawal to the Director of Public Services. No withdrawal of bids will be allowed after the time designated for the receipt of bids even though bids may not yet have been opened.
- 4. <u>Bidder must write or print prices in ink in words and in figures.</u> In the event of a <u>difference between the written and numerical totals, the written or printed total shall</u> <u>govern</u>.
- 5. If the total price on any Bid is found to be incorrectly computed, the City reserves the right to make such changes as are necessary in the extended amounts and total price, on the basis of the unit bid prices given in words and the approximate quantities stated in the bid schedule.
- 6. <u>Do not</u> detach any sheets from this Bid Document.
- 7. 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 will have the effect of making any material changes in the same or in any contract between the parties covering the subject matter thereof.
- 8. 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.

### 9. <u>Bidder must complete all blanks and supply all required submittals for bid to be</u> considered. Bids, which are deemed by the City to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected.

- 10. The City reserves the right to waive any informalities in the bids received, to award the Contract only to a Bidder whose bid is deemed by the City to be most advantageous to the public interest, and to reject any or all bids.
- 11. The City will determine who is the lowest responsible bidder upon the basis of the bids submitted and reserves the right to reject any or all bids and re-advertise if the best interests of the City will hereby 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.
- 12. All bids shall be accompanied by a certified check, bid bond, cashier's check or money order drawn upon a bank authorized to do business in the Commonwealth in an amount at least ten per centum (10%) of the amount bid. In the event any bidder shall upon the award of the contract to him, fail to comply with the requirements hereinafter stated as to a bond guaranteeing the performance of the contract, the good faith deposit by certified check, bond, cashier's check or money order shall be forfeited to the City as liquidated damages.
- 13. The check, bid bond, cashier's check or money order of all unsuccessful bidders shall be returned upon execution of the contract.
- 14. Immediately upon award being made, the successful bidder shall enter into a written contract with the City in form satisfactory to the City.
- 15. Required: 100% Performance Bond to be renewed on an annual basis of contract renewal.
- 16. The performance of the contract shall be subject to the approval of the Director of Department of Public Works.
- 17. All bid prices shall be held firm for the term of the awarded contract.
- The successful contractor will be required to furnish certificate of insurance covering liability coverage and Workmen's Compensation insurance within ten (10) days after the contract has been awarded.

### PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor 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 Contractor 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 Contractor 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 Contractor's failure to comply with the provisions of paragraph 1, above.

### CITY OF YORK, PENNSYLVANIA NON-DISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- 2. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- 3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.
- 4. It shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

### 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 <u>et seg.</u>, 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.

### **PUBLIC RECORDS**

Architect acknowledges by submitting a proposal that all information may be subject to the Public Records law of Pennsylvania. Submit all questions, inquiries, or requests for clarification about the project in writing to Chaz A. Green, Department of Public Works, 101 South George Street, P.O. Box 509, York PA 17405

### **CONFLICT OF INTEREST**

To avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City of York. Please outline all conflicts of interest that may exist for your firm in relation to providing these services to the City of York.

### **GOOD STANDING**

Your firm must be following Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status. 9

### NON-DISCRIMINATION CLAUSE

During the term of the developed contract, Contractor agrees as follows:

1. Firm shall not discriminate against any employee, applicant for employment, independent Firm or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Firm shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not 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.

Firm shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Firm shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Firm shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Firm.

4. There shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Firm had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Firm was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Firm will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Firm's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Firm may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.

### **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

During the term of this contract, the Firm 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 Firm understands and agrees that no individual with a disability shall, based on the disability, be excluded from participation in this contract or from activities provided for under this 10 contract. As a condition of accepting and executing this contract, the Firm 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 Firm 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 because of the Firm's failure to comply with the provisions of paragraph 1, above.

# SMALL DIVERSE BUSINESS PARTICIPATION

The City of York encourages participation by small diverse businesses as prime contractors and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a certified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this initiative can be directed to:

Thomas Ray City of York Administrative Offices 101 South George Street, P.O. Box 509 York, PA 17405 Email: Tray@yorkcity.org

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of	f			
County	of			
			, being first duly sworn, deposes and says that:	
	(1)	He/She is	(Owner, Partner, Officer, Representative or Agent)	
			(Owner, Farmer, Onicer, Representative of Agenty	
of			, the Bidder that has submitted the atta	iched
Bid or E	Bids;			

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

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, (5) 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,

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any (6)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 \_\_\_\_\_

(Name of Firm) understands

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

My Commission Expires:

Notary Public

### 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\_\_.

Ву: \_\_\_\_\_

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	SWHEREOF, the parties he	ereto 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: