



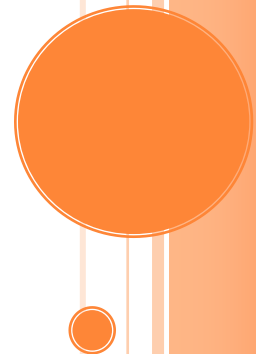
INVITATION TO BID FOR SUPERPAVE ASPHALT MIXES

Bid Opening Date: Friday, September 27, 2019
Time: 10:00 am

City of York
Department of Public Works
101 South George Street
PO Box 509
York, PA 17405
Main Office: 717.849.2245
Fax: 717.845.7457
www.yorkcity.org

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

Prepared August 2019





THE CITY OF YORK PENNSYLVANIA

101 South George Street * PO Box 509 * York, PA 17405
www.yorkcity.org

Department of Public Works
CHAZ. A. GREEN, DIRECTOR
Phone 717-849-2245
Fax 717-845-7457

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 **Superpave Asphalt Mixes**.

All bids must be received no later than 10:00 am on Friday, September 27, 2019.

All bids must be on City forms.

Bid documents are available as follows:

City's website - www.yorkcity.org/business/request-for-proposals

Hard copy – City of York, PA Dept. of Public Works, 101 South George Street, York PA, 17401, 717.849.2245.

All bids must be sealed, mailed or delivered to:

CITY OF YORK, PA
DEPARTMENT OF PUBLIC WORKS
ATTENTION: SEALED BID SUPERPAVE ASPHALT MIXES
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 11, 2019

ADVERTISEMENT DATES:

Wednesday, September 11 & Thursday, September 12, 2019

Telephone: 717-849-2245

Facsimile: 717-845-7457

Email: cgreen@yorkcity.org

PROPOSAL FOR SUPERPAVE ASPHALT MIXES

September 2019
Page One of Two
Bid Sheet

**City of York, PA
Department of Public Works
101 South George Street, PO Box 509
York, PA 17405**

BID

The undersigned hereby agrees to provide the Superpave Asphalt Mixes at the unit price per item on the attached schedule, all prices FOB at the plant and as specified.

All applicable permit fees shall be included in the bid price and are to be taken care of by the bidder.

All prices shall be held firm for sixty-days (60) after the bid opening date.

Please pay special attention to **Items #6 and #7** in the Instruction to Bidders.

Bidders must write or print prices in word and in figures. In the event of a difference between the written and numerical amounts, the written or printed amount shall govern.

No conditional bids shall be accepted.

DO NOT detach any sheets from this proposal.

Read Proposal, Instruction to Bidders and Specifications carefully.

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

The City reserves the right to accept or reject any, all, or parts (units) of bids as may be deemed to be in the best interest 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.

PROPOSAL FOR SUPERPAVE ASPHALT MIXES

September 2019
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Bidder Signature Page

SIGNATURE

PRINT NAME AND TITLE

COMPANY

ADDRESS

CITY

STATE

ZIP

CONTACT INFORMATION:

PHONE

FAX

E-MAIL

DATE



**ATTACHMENT #1 – SCHEDULE OF PRICES – MATERIALS
SUPERPAVE ASPHALT MIXES**

September
2019
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BIDDER'S NAME:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE FOB PLANT	UNIT PRICE WRITTEN or PRINTED
1	1200	TONS	9.5 mm Wearing (ID-2)	\$	
2	50	TONS	12.5 mm Wearing (Course ID-2)	\$	
3	50	TONS	19.0 mm Wearing (ID-3)	\$	
4	50	TONS	25.0 mm Binder (ID-2)	\$	
5	50	TONS	25.0 mm Base (ID-2B)	\$	
6	100	TONS	Cold Patch, Type B	\$	



INSTRUCTIONS TO BIDDERS SUPERPAVE ASPHALT MIXES

September 2019
Page One of Three

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 computer, and duly executed. The Bidder shall state in the Bid Form the price per unit of measure for each scheduled item, both in words and figures, as determined for each quantity by the price bid per unit of measure, therefore.
2. **All proposals must be sealed, endorsed,**

“PROPOSAL FOR SUPERPAVE ASPHALT MIXES”

**and filed with the Department of Public Works at 101 South George,
PO Box 509, York, PA 17405 on or before:**

FRIDAY, SEPTEMBER 27, 2019 – 10:00 AM

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 Works. 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. Bidder must write or print prices in ink, in words and in figures. In the event of a difference between the written and numerical amounts, the written or printed amount shall govern.
5. If the 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 price, on the basis of the unit bid prices given in words and the approximate quantities stated in the bid schedule.

INSTRUCTIONS TO BIDDERS
SUPERPAVE ASPHALT MIXES

September 2019
Page Two of Three

6. Do not detach any sheets from this Bid Document. Bidders should retain the technical plans and specifications.
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 that 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. Immediately upon award being made, the successful bidder shall enter into written contract with the City in form satisfactory to the City.
9. 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.
10. 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.
11. The check, bid bond, cashier's check or money order of all unsuccessful bidders shall be returned upon execution of the contract.
12. The performance of the contract shall be subject to the approval of the Director of Public Works.
13. Bidder must complete all blanks and supply all required submittals for bid to be 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.
14. 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.

INSTRUCTIONS TO BIDDERS
SUPERPAVE ASPHALT MIXES

September 2019
Page Three of Three

15. The City will determine who is the lowest responsible bidder upon the basis of the bids submitted. The City reserves the right to reject any or all bids, and re-advertise if the best interests 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.
16. All bid prices shall be held firm for the term of the awarded contract. The City reserves the right to extend the contract forty-five days upon written notification.
17. All contractors 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.
18. In case of general strikes, fire, flood, accident, acts of God or cause beyond control of the vendor or contractor which wholly or partially causes 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.
19. A performance bond will be required by the contractor as security for the faithful performance under the Contract Documents. The performance bond shall be in an amount equal to 100% of the bid.
20. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request shall be made in writing to the Director of Public Works, City of York, 101 South George Street, PO Box 509, York PA 17405. Any inquiry received seven (7) or more days prior to the date fixed for opening of the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents. All Addenda will be mailed to each person holding Contract Documents. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether received by the Bidders.
21. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents.

BIDDER'S AFFIDAVIT AS TO NON-COLLUSION

September 2019
Page Two of Two

(Name and Company Position)

(Signature)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

Notary Public

My Commission Expires: _____



**CITY OF YORK
DEPARTMENT OF PUBLIC WORKS
101 South George Street * PO Box 509 * York, PA 17405
Michael R. Helfrich, Mayor**

****SAMPLE ONLY DO NOT COMPLETE****

Agreement or Contract

THIS INDENTURE, Made the *day* of, 2019
hereinafter called "Contractor" , the party of the first part,

AND CITY OF YORK, A MUNICIPAL CORPORATION OF PENNSYLVANIA
hereinafter called "City" , the party of the second part,

BETWEEN

WITNESSETH: That the said party of the first part, in consideration of the covenants on the part of the said party of the second part, hereinafter contained, hereby covenant...with the said party of the second part that the said party of the first part will furnish **SUPERPAVE ASPHALT MIXES** to the City of York for a period of twelve (12) months from the date of the contract, in strict and entire conformance with the Specifications, Instructions to Bidders and Proposal; all of which by this reference are hereby made a part of this Agreement as fully and with the same force and effect as though set forth in full. The City of York, PA reserves the right to extend the contract for one (1) additional year by providing written notification to the Contractor within thirty-days (30) of the expiration of the contract

AND the said party of the second part, in consideration of said covenants on the part of the said party of the first part hereinbefore contained, agree ...to and with the said party of the first part that the said party of the second part will pay said Contractor for furnishing and delivering **SUPERPAVE ASPHALT MIXES** based on the bid price as set forth in the Contractor's Bid Proposal:

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

ATTEST: _____ **BY:** _____
SECRETARY **PRESIDENT**

CITY OF YORK

BY: _____
MAYOR

ATTEST: _____ **BY:** _____
CITY CLERK **CONTROLLER**

TECHNICAL SPECIFICATIONS SUPERPAVE ASPHALT

September 2019
Page One of Two

The following are the Technical Specifications for the purchase of Superpave Asphalt Mixes for the Highway Bureau of the City of York, PA. The specifications are intended to be complete. Any questions or concerns regarding the specifications must be addressed in writing to the Director of Public Works, 101 South George Street, PO Box 509, York PA 17405.

This specification will cover pre-mixed Penn DOT approved Superpave Asphalt Mixes. The Bidder agrees to furnish the City of York, PA Superpave Asphalt Mixes for a period of twelve (12) months from the date of the contract, in strict and entire conformance with the Proposal, Instruction to Bidders and Specifications. The material quantities are estimates only and are for comparison of bids and are not actual quantities. The City of York, PA reserves the right to purchase more or less than the quantities shown.

1. The approximate quantities shown in the proposal (Attachment #1 - Schedule of Prices) is the best available estimate of the quantities of material that the City of York, PA will require during the Contract period. The City of York, PA reserves the right to purchase more or less than the quantities shown.

2. The length of the contract will be for one (1) year. The City of York, PA reserves the right to extend the contract for one (1) additional year by providing written notification to the Contractor within thirty-days (30) of the expiration of the contract.

3. Schedule of prices (materials):

a) Superpave Asphalt Mixes

All material shall be in accordance with Penn Dot approved Superpave Asphalt Mixes.

Price Escalator: All bids received will be subject to Pennsylvania Department of Transportation, Publication 408, Section 110.44, "Price Adjustment of Bituminous Materials." All bidders are responsible for obtaining a copy of the publication and becoming familiar with this section. (See Attachment A -110.04 Price Adjustment of Bituminous Materials)

Note: The City of York will waive the one hundred (100) liquid ton asphalt requirement for the Price Escalator.

4. All bidders must be listed in the Pennsylvania Department of Transportation Bulletin 41 (bituminous procedures).

5. Successful bidder shall furnish a Performance Bond and a Certificate of Insurance in accordance with the requirements of the Instruction to Bidders.

6. Bidder must have a continuous mix bituminous asphalt plant within one half (1/2) mile of the City of York, PA. All materials must be available at this plant. Bidder cannot redirect City vehicles to another plant unless said plant is within one half (1/2) mile of the city. Batch plants will only be considered if an acceptable bid is not received from a continuous mix plant.

TECHNICAL SPECIFICATIONS
SUPERPAVE ASPHALT

September 2019
Page Two of Two

7.Delivery – The materials price quoted in the proposal SHALL NOT include the transportation of the material from the plant to the work site. The City of York, PA shall furnish transportation of materials and such plant must be located or set up not more than one half (1/2) mile beyond the City limits.

**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.

<p style="text-align: center;">NON-COLLUSION AFFIDAVIT INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT</p>
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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.

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 _____

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: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____