



REQUEST FOR PROPOSAL
HISTORIC PRESERVATION SERVICES
DEPARTMENT OF ECONOMIC & COMMUNITY
DEVELOPMENT CITY OF YORK,
PENNSYLVANIA

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PROFESSIONAL SERVICES

In accordance with the United States Department of Housing and Urban Development Community Development Block Grant, the United States Department of the Interior National Park Service and the Pennsylvania Historical and Museum Commission requirements, the City of York is requesting sealed, written proposals for historic preservation services from qualified professional service providers.

The selected consultant must be thoroughly familiar with the below specified federal regulations. 35 CFR Part 800; Protection of Historic Properties

PROPOSAL SUBMISSION

The original proposal and seven (7) copies shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. These shall be delivered to the City of York Department of Economic & Community Development, 101 South George Street, P.O. Box 509, York, Pennsylvania, until **2:00 P.M.**, Eastern Daylight Time (EDT) on **Wednesday, March 31, 2021**. The envelope shall be clearly labeled as "Historic Preservation Services Proposal".

Proposals received at the Department of Economic & Community Development after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

There will be no pre-proposal meeting. To facilitate the clarification of requirements, proposers are required to submit questions in writing, by 2:00 P. M., EDT, on **Friday, March 19, 2021**. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than **Friday, March 26, 2021**

PROPOSER'S CLARIFICATION

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

INSURANCE

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

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, s/he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all

blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

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

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

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

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

Prior to commencement of performance of this Agreement, the Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of York, its elected officials, agents, and employees as additional insured's under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of York, 101 South George Street, P.O. Box 509, York, PA 17405**. All policies shall be in effect with companies holding a best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

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

The City of York shall be named as an additional insured on all the above referenced Certificates of Insurance.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, sex, or national origin.

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

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

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

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

RIGHT TO AUDIT RECORDS

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

DISSEMINATION OF INFORMATION

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

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

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

WITHDRAWAL OF PROPOSALS

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

PROPOSAL REJECTION

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

EXECUTION OF CONTRACT

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

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

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

SCOPE OF SERVICES

The project consists of hiring a 36 CFR 61 qualified historic preservation consultant for a five-year period from **June 1, 2021 through December 31, 2026**. The consultant will provide support in four main areas as follows:

1. The Historic Preservation Consultant (the Consultant) will provide professional staffing services to the Historic Architectural Review Board (HARB) of the City of York and to the City of York Bureau of Permits Planning and Zoning. The Consultant will also assist the City with the administration of HUD's 106 Compliance responsibilities as per 24 CFR Part 58 for programs funded under statutes that do not authorize HUD to provide for assumption of environmental responsibility. The Consultant selected for this work shall meet 36 CFR part 61 qualifications for professionals in Historic Preservation, Architectural History, and/or Historic Architecture. The Consultant shall be available during normal business hours as needed, to provide assistance to City staff in 106 Compliance matters, HARB members, and permit applicants referred to the Consultant on HARB related matters, and to attend site visits in the City of York. The Consultant shall attend regularly scheduled HARB meetings, two evenings each month, and other meetings related to HARB matters that may be scheduled by HARB or the City of York.
2. The consultant will provide staff support to the Historic Preservation Specialist and the Historical Architectural Review Board (HARB). The HARB activities will include attend monthly HARB meetings; review Certificate of Appropriateness applications for proposed modifications and prepare a HARB Preliminary Review Form (HPRF) for each application; provide technical assistance to the HARB and applicants; preparation of resolutions as made by the Board at monthly HARB meetings; and provide technical assistance in the development of HARB policies as the HARB sees fit. The HPRF will consist of design, repair, maintenance, and historic preservation project advice, including historical and architectural background relevant to the case, and reference to the relevant Secretary of the Interior's standard or historic district ordinance criteria and shall include appropriate citations. The Historic Preservation Specialist will continue to attend HARB meetings, prepare agendas, minutes and distribute necessary materials to Board members. Professional staffing services shall be provided at the request and direction of HARB and the City of York. Services shall include, but not be limited to the following:
 - A. Provide technical historic preservation assistance on a daily basis as described above.
 - B. Provide design assistance on a daily basis as described above.
 - C. Preliminary Reviews of all HARB applications, including the consultant's recommendation as to the appropriateness of the application, shall be completed and submitted in a form acceptable to HARB. Site visits shall be conducted for all applications. Applicants shall be contacted by phone prior to completion of any review to ensure clarity as to the nature of the work, the HARB process, and provide information as to what additional information may be needed for the HARB meeting. If the proposed work does not appear to meet historic district guidelines, the consultant may recommend revisions to the applicant and provide assistance in amending the proposal before submission to HARB.
 - D. Staff Reviews of applications for minor work in the HARB district, shall be completed and submitted in a form acceptable to HARB, following the same procedures as outlined above.
 - E. Provide assistance to City staff regarding the appropriateness of Exemptions from HARB review.
 - F. Provide assistance to the HARB Recording Secretary, as needed, in the preparation of HARB meeting agendas, minutes, and distribution of meeting information packets to the HARB members.
 - G. Provide information and clarification regarding the recommendations made in the Preliminary Reviews reviewed at HARB meetings, and to respond to questions and comments by HARB board members and applicants.
 - H. Attend City Council meetings as requested by the Building Code Official or by HARB.
 - I. Prepare position statements on specific HARB decisions, as requested by HARB.
 - J. Provide assistance to City staff in the preparation of Design Guidelines, including, but not

- limited to, written text, research, interim reviews, and final document review prior to printing.
- K. Section 106 Reviews per HUD's Environmental Review procedures 24 CFR Part 58.
 - L. Evaluate properties over fifty (50) years old that have not been previously evaluated against National Register criteria.
 - M. Document National register eligible properties including maps, photographs a statement of significance and a physical description.
 - N. Assist with consultation efforts involving the Pennsylvania State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Section 800.14 (b) of the regulations governing the implementation of section 106 of NHPA.
 - P. Review and monitor activities of the sub-recipient at the request of the City, that affect Historic resources in the York Historic District.
 - Q. Provide technical assistance in Section 106 reviews for projects that affect the York Historic District in compliance with the National Historic Preservation Act.
 - R. Provide cultural resource survey documentation and rehabilitation review of projects through the Bureau of Housing Services.
3. The consultant will serve as a speaker at an educational retreat to provide required training for HARB members and assist the City, its Boards, Commissions, and Authority's with any and/all technical assistance required to address any Department of Interior or Pennsylvania Historic Museum Commissions arising from any historic issues affecting municipal projects.
- A. Including but not limited to conducting walking tours throughout the community, educational seminars on the City of York's historical amenities, etc.

All proposals should include both a separate unit not to exceed price for each of the four separate tasks as described above and a one not to exceed lump sum amount for the full scope of work as described above.

The following provisions apply when the City uses CDBG funding to pay for consultant services.

- A. The consultant must provide services that compliance with:
 - 1. 24 CFR 570.205 (a)(3)(ix) CDBG eligible planning, urban environmental design, and policy- planning-management-capacity building activities.
 - (a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:
 - (3) Functional plans, in areas such as:

(ix) Historic preservation.

B. The consultant must be aware that CDBG funding cannot be used to pay for any activity that is prohibited by 24 CFR 570.207 (a)(2).

24 CFR 570.207 (a)(2) Ineligible activities.

(a) The following activities may not be assisted with CDBG funds:

(2) General government expenses. Except as otherwise specifically authorized in this subpart or under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

INFORMATION REQUIRED WITH PROPOSALS

1. Qualifications and Experience.

Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal.

Identify the key personnel to be assigned to render the services required.

Provide a list of past experience.

2. Stability.

Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.

3. Minority and Woman Enterprise Participation and Participation by Labor Surplus Area and Section 3 Firms.

If the individual, firm or organization qualifies under any of these four categories, the individual, firm or organization shall set forth the basis so that the City of York can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

COMPENSATION

Based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. It also must include the percentage of overhead the offeror proposes to charge. Cost charged for overhead must be allowable under 48 CFR Chapter 1, Part 31 Federal Acquisition Regulation.

The City of York intends to execute a contract with the successful offeror, which provides for the furnishing of technical services based upon: (1) direct labor hours at specified fixed hourly rates, including direct and indirect labor, overhead, and profit; and (2) expenses at cost. The proposal shall contain a "not to exceed" total cost figure.

Provide a fee schedule with a breakdown of rates for individual personnel and all reimbursable expenses.

Provide mark-up percentage for all sub-consultants.

Identify all Reimbursable Expenses.

EVALUATION OF PROPOSALS

The City of York will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of York, price and all other factors considered.

The evaluation will be based upon the following areas:

- Completeness of response to the RFP
- Relevant experience
- WBE/MBE
- Stability
- Price

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

Technical Elements (Maximum Points-100)

- a. Expertise and Experience (Maximum Points-30)
 - The firm's past experience and performance on similar engagements.
 - The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical assistance.
- b. Audit Approach (Maximum Points-30)
 - Adequacy of proposed staffing plan for the engagement.
 - Adequacy of auditor risk analysis and critical audit area evaluation.
 - Adequacy of communications with management.
- c. Price (Maximum Points-28)

Cost will not be the primary factor in the selection of an audit firm.
- d. To comply with City Ordinances and meet the goals of City Ordinance Article 136¹ Small and Disadvantaged Business Enterprise Program, which is designed to encourage and support Local and Small business enterprises, Proposals may be awarded preferences as follows (Article 136.04(b)):
 - i. Eight points of a possible 100, eight percent (8%), for Local business enterprises;

¹RFP – Historic Preservation Services 2021

¹yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf

- ii. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones;
 - ii. Four points of a possible 100, four percent (4%), for a Small business enterprise;
 - iii. However, in no event shall any bidder receive greater than twelve (12) points of a possible 100, twelve percent (12%), preference.

Local business enterprises and Small businesses enterprise are defined in Article 136.02(d) and are generally defined as follows: a Local Business Enterprise has its principal office in the City of York, or is majority-owned by and has a majority of employees of City residents (Article 136.02(d)), and a Small business enterprise generally has its principal office and/or a significant percentage of its assets, employees, owners, or sales revenues in the City of York metropolitan area (Article 136.02€).

ASSIGNMENT OF KEY STAFF

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

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

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

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

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of York Department of Economic & Community Development, and to be given consideration must be received in writing prior to **2:00 P. M. EDT on Friday, March 19, 2021**. Direct inquiries to:

Ms. Deborah Painter, Office Coordinator
City of York City Hall
Department of Economic & Community Development
101 South George Street
P.O. Box 509
York, PA 17405
FAX - (717)812-0557
dpainter@yorkcity.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than **Friday, March 26, 2021**.

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

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non- Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals 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 proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

He/She is _____ of the Proposer that
has (Owner, Partner, Officer, Representative or Agent)
submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer 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 Proposer 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:

NON-DISCRIMINATION STATEMENT

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

BIDDER

TITLE

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

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

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____