



**The City of York
Pennsylvania**

Honorable Michael R. Helfrich, Mayor

**Uniform Construction Code
Services**

**REQUEST FOR PROPOSALS
(RFP)**

Responses due by

July 31, 2023

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Introduction

The City of York, Pennsylvania, is seeking proposals from Pennsylvania certified Uniform Construction Code Third-party inspection agencies.

All costs incurred by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not be reimbursing for any costs incurred in responding to the RFP.

Pre-Proposal Conference

There will be no pre-proposal conference for this matter.

Proposal Submission

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted no later than 3:00 pm EDT on July 31, 2023. Proposals shall be submitted to the Deputy Director of Economic and Community Development for the Bureau Permits and Inspections, Steven R. Buffington, via email at sbuffington@yorkcity.org.

Proposals received after the time specified will not be considered.

Background Information

The City of York, a Third-Class City located in the Commonwealth of Pennsylvania, is an opt-in municipality under the Pennsylvania Uniform Construction Code. The City consists of 5.5 square miles and a population of 44,834 (2022 census data). Code enforcement services are provided by the Department of Economic and Community Development Bureau of Permits and Inspections (“Bureau”). In 2022, the Bureau completed 147 plan reviews and issued 858 permits, of which 168 electrical turn on permits were issued.

Scope of Work

The City of York is seeking proposals from qualified and highly experienced third-party agencies to provide Uniform Construction Code service for the City, including, but not limited to: plan review; scheduling and conducting permit inspections; electrical turn on inspections; inspection fee billing; attending preconstruction meetings; code consultation; and other related services.

General Requirements

1. Commercial and residential plan review services consistent with the requirements of the Uniform Construction Code.
 - a. An average turnaround time of 15 business days for commercial plans is desired.
 - b. An average turnaround time of 10 business days for residential plans is desired.
 - c. The City reserves the right to transition residential inspections back to the City at any point in the contract.

2. Conduct and issue reports for all required trade inspections as required by the Uniform Construction Code.
 - a. Electronically transmit said reports to the customer and the Bureau of Permits and Inspections within twenty-four (24) hours of completion.
3. Conduct electrical service turn on inspections and provide cut in cards to Metropolitan Edison.
4. Attending predevelopment meetings.
5. Conduct code research and provide code interpretations in conjunction with the City Building Code Official.

Release of Information

The City will not release information submitted in response to this RFP during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' RFP responses will be considered public documents in their entirety. Only sections submitted that are marked "proprietary" and approved as such by the City's Solicitor will be redacted in accordance with the City of York's public information policy.

Records Retention/Sharing and Confidentiality

The successful third-party agency shall transmit copies of all records related to the services provided and shall also maintain copies of all records for life of the contract, or in accordance with the requirements of the Uniform Construction Code. Upon completion of the contract the third-party shall transmit an electronic copy of all records related to the contract to the City of York.

All reports, information, data, etc., related to the contract are the property of the City of York and shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

Qualification Criteria

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the third-party's ability to meet the needs specified in this proposal. To expedite the review process, please organize the information in the order listed below with the submission being concise. This evaluation for professional services is strictly for firm and personnel qualifications. **DO NOT** include the pricing proposal with this part of the submission.

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

1. At least five (5) years of documented experience, with specific experience regarding municipal code enforcement and advising government clients on code matters.
2. Must have no conflict of interest in representing the City in the full capacity of the scope; and

3. Must carry a level of insurance, including deductible, to cover errors and omissions, improper judgment, or negligence appropriate for the magnitude of the engagement.

Availability of staff

1. Demonstration of minimum experience and competence of the agency with respect to Uniform Construction Code (plan review, inspection, and consultation) services required by governmental/municipal entities. For any such experience, state the source and the length of the engagement.
2. The resources, capacity, and capability of the agency to provide the plan review, inspection, and consultation services requested on an expedited basis, specifically a staffing plan and the professional qualifications of staff.
3. Demonstration of policies and procedures of the firm.

Subject Matter Experience

1. Demonstration of experience and expertise in providing plan review, inspection, and code consultation to local municipalities.
2. Demonstration of experience and expertise in plan review, inspection, and code consultation in accordance with the Uniform Construction Code of the Commonwealth of Pennsylvania.

References

Provide a list of references on form provided as Exhibit A. The City is particularly interested in contacting your governmental/municipal clients in the Commonwealth of Pennsylvania. At least three (3) contract references of comparable size and scope are required.

Compensation for Services

Fee schedules shall include hourly rates of all personnel/staffing anticipated for this project and shall include the agency's rates for plan review services (include expedited review fees), inspection services, code consultation services, meeting attendance and any other miscellaneous services.

Pricing Structure

THE PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN 180 CALENDAR DAYS AFTER THE RFP CLOSING DATE. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City's Ordinances.

1. The Fee Schedule shall include hourly rates of all staffing anticipated for this contract.

2. Additionally, respondents must identify any additional fees and anticipated expenses applicable to the provision of the services.

Term

The contract for services shall be for a one (1) year term with the option of two (2) one (1) year extensions.

Questions Regarding Specifications or Proposal Process/Addendum

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

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of York Bureau of Permits and Inspections. Any and all questions shall be submitted no later than 2:00 pm EDT, on June 31, 2023.

Any and all such interpretations will be in the form of an Addendum to the Contract Documents and will be submitted electronically to the Bureau of Permits and Inspections as noted previously in this RFP.

Evaluation and Selection Process

The City will employ a selection committee that includes legal and non-legal personnel. The goal of this RFP is to select the best suited Agency using a quantitative ranking system and possibly followed by an interview of selected agencies, if determined by the committee to be necessary. This process and the number of Agencies to be interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

Please note that until the final Agency selection, negotiation, award, and contract execution, all contact with the City of York regarding this topic is to be directed to the Deputy Director for Permits and Inspections office or the designated legal counsel finalizing contractual details. Failure to comply with this request will result in the disqualification of the firm for further consideration.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, agencies, or organizations are necessary, and select the agency best qualified to perform the scope of work. A qualification-based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas, in no particular order:

- Agency Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References

- Project Team
- Responsiveness to RFP
- Price

The City may choose to conduct interviews with finalists after the initial review of proposals are complete. If interviews are conducted, finalists will be contacted individually by the Deputy Director for Permits and Inspections.

During the entire selection process, the Respondents shall only contact the Deputy Director for Permits and Inspections or his/her designee regarding details of the work to be performed unless otherwise authorized. This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked agency and develop a final work scope and refined compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of York.

The City of York Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

Authorization of Invitation

This RFP is issued by the City of York. Any questions or clarifications concerning the RFP shall be directed to the Deputy Director for Permits and Inspections.

All requests for additional information concerning the RFP process, acceptance and approval of a contract must be issued in written form by the same time as technical questions. Responses to all questions will be issued to all prospective proposers in the form of an addendum as discussed above.

Preparation of Proposals

Respondents are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the respondent's risk.

The respondent shall submit the requested information in a complete and concise manner within the page limitations listed.

Proposals are to be prepared simply, providing a straightforward and concise description of the responding firm's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

If erasures or other changes appear in the RFP response, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a respondent must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the respondent must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line-item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

Modification or Withdrawal of RFPs

An RFP that is in the possession of the Bureau of Permits and Inspections may be amended by email, letter, or fax transmission bearing the signature and name of the person authorized for bidding, provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date of the RFP opening. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change(s) in the RFP proposal response.

An RFP that is in the possession of the Bureau of Permits and Inspections may be withdrawn by the responding agency in person, by email, by fax, or by a USPS provided said request is in writing and properly signed or by email and is received at least two (2) hours prior to the time and date set for the RFP opening. Requests by email must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the RFP opening. No proposals may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of proposals by the City of York.

Right to Reject Proposals

Submission of a proposal indicates the acceptance by the respondent of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of York and the successful respondent agency.

During the advertising process through the final respondent selection and contract execution by both parties, any contact by proposing agencies with any City representative, other than the Bureau of Permits and Inspections, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this procurement action.

The City of York reserves the right without prejudice to reject any or all proposals in whole or in part. 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. 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.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a respondent in responding to an RFP.

Disposition of Proposals

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful responding agency. Incorporated into that contract will be this Request for Proposals for Uniform Construction Code services and the Proposal accepted by the City.

The successful agency 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 agency 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 Alterations or Modifications

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

Manner of Payment

The successful agency will submit monthly invoices to the City of York before the payment of services. Those invoices shall be submitted to the Bureau of Permits and Inspections of the City of York. Upon receiving the requisite authorizations, the City of York will process the successful agency's invoices and forward payment by check. The City requires the firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

Contract Termination

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

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The agency does not adequately comply with the specifications of the RFP or of the contract.
- The agency refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors.
- The agency neglects to carry out the directions of the City.
- The agency in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The agency refuses to proceed with work when and as directed by the City.
- The agency abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful agency shall transfer, assign and make available to the City all property and materials in the agency's possession or subject to the agency's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful agency agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

Dissemination of Information

During the term of the resulting contract, the successful agency may not release any information related to the services or performance of services under the contract, nor publish any reports, studies, or documents relating to the City of York, 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 agency or its agents or employees.

Ownership and Use

The successful agency shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by agency or at the agency's direction for the City pursuant to this contract and utilized by the City.

Special Conditions

It is the objective of this RFP to solicit proposals for a Third Party Agency to provide Uniform Construction Code services as described above.

It is the City's intent that this RFP will encourage competition. It shall be the proposer's responsibility to advise the City in writing of any language, requirements, specifications, etc., or any combination thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Bureau of Permits and Inspections no later than one week prior to due date.

The City of York Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions.

Indemnification

Successful agency hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful agency's

performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful agency.

Insurance

The successful respondent 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 agency shall indemnify and hold harmless the City of York 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. The selected agency shall protect the City, its elected officials, agents, and employees, from any litigation involved in this contracted work. The agency's Liability Insurance Certificate shall include the hold harmless clause, name the City as an additional insured and shall be filed with the City of York. All subcontractors must also furnish copies of their liability insurance certificates to the City and said liability certificates shall name the City as an additional insured. 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.

Insurance Limits Requirements

The City requires the following insurances and limits as a minimum for a firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Due to the nature and the scope of the project, the City of York also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Umbrella/Excess Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.
- Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.
- 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.
- Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.
- Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected agency shall furnish to the City of York a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of York, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City of York. Such certificate shall be issued to: City of York, 101 South George Street, York, PA 17401. Please forward a certificate of insurance verifying these insurance requirements.

Taxes

The City of York is tax exempt. Tax exemption certificates will be issued to the successful agency upon request.

The successful agency will be a contractor of the City and will be solely responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation Law, as applicable, with respect to payments made pursuant to this contract.

Observance of Laws, Ordinances, and Regulations

The successful agency shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful agency shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders, and decrees in force at the time of the award. The successful agency shall protect and indemnify the City of York and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the agency or the agency's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful agency for any of the above reasons.

Retention of and Right to Audit Records

The City of York shall be entitled to audit the books and records of the successful agency or any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract work. Such books and records shall be maintained by the successful agency for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractors(s) for a period of ten (10) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City.

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 Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require NonCollusion 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 Agency)

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

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF YORK

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

PRIMARY CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

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.

NAME

SIGNATURE

TITLE

COMPANY

DATE

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

SIGNATURE

TITLE

DATE

ATTEST SIGNATURE

ATTEST NAME