



**The City of York  
Pennsylvania**

Honorable Michael R. Helfrich, Mayor

**Grant DEVELOPMENT AND SPECIAL PROJECTS**

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

**Responses due by**

*September 22,*

*2023*

## **Introduction**

The City of York, Pennsylvania is seeking proposals from qualified consultants for services related to managing a central repository for grant records, filing various reports required by grant programs, arranging for closeout reports and program audits, budgetary spend down and preparing reports required for the preparation of financial statements and audits, researching grant and funding opportunities for City Government, assisting division directors with planning for program services; preparing proposals to request funding; monitoring grant documentation and reporting requirements and developing and maintaining a demographic database; procurement administration and special projects that fall under the responsibility of the Bureau of Business administration.

All costs incurred by the 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.

## **Pre-Proposal Conference**

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

## **Proposal Submission**

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted no later than 3:00 pm EDT on Friday, September 22, 2023. Proposals shall be submitted to the Assistant Business Administrator, Daniel Hevner via email at [dhevner@yorkcity.org](mailto:dhevner@yorkcity.org). Proposals received after the time specified will not be considered.

## **Scope of Work/Testing Requirements**

The services listed below will include, but are not limited to, the following for this Project:

## **General Requirements**

1. Monitor documentation and reporting on programs to ensure grant requirements are met; establish database and a master file with grants and supporting documents.
2. Create financial reports on grant activity as needed for grant

reporting purposes; create schedules for audit purposes, work with City Accountant and Financial Analyst to monitor and report on current grant activity.

3. Submit invoices for payment to vendors; monitor source and uses to assure that grant related invoices are paid from appropriate funding sources.

4. Prepare reports necessary to complete City financial reports for Audit, arrange for close out audits of programs.

5. Research grant and funding opportunities for the City of York; forecast and advise on future demands, trends, economic and demographic changes that will impact the City; determine feasibility of developing programs to supplement annual budget allocations; track evolving state and federal legislation; identify programs to enhance City programs; develop relationships with legislative and funding contacts to increase awareness of initiatives and needs.

6. Prepare proposals to request funding according to required format; prepare narrative justification for funding; submit proposals to funding agencies or foundations; discuss details of proposals with representatives of funding agencies; assist division directors with preparation of forms to evaluate and monitor programs and periodic reports to comply with grant requirements.

7. Attends meetings with other involved groups as needed; may be required to make presentations to various community groups.

8. Evaluate program needs and plan for new program services; advise of funding sources; prepare narrative justification for proposals; submit proposals to funding agencies or foundations; discuss details of proposals with representatives of funding agency; assist division directors with preparation of forms to evaluate and monitor programs and periodic reports to comply with grant requirement.

9. Coordinate fund raising activities with other groups and individuals who are involved with resources development work.

## **Nonconforming Terms and Conditions**

1. This RFQ is regulated in accordance with 2 CFR §200.318-326 and Appendix II: [https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200\\_1318](https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1318) and [https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#ap2.1.200_1521.ii) ).
2. Any response that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as nonresponsive. The City reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its RFQ response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

## **Release of Information**

The City will not release information submitted in response to this RFQ during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' RFQ 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.

### **Assignment of Key Staff**

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

The City recognizes that subcontractors may be required or desired to design key components of the project. For each selected subcontractor proposed to be used by the firm, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project. This shall be no more than one page per sub-consultant or firm. In the event that a firm is being selected based upon an individual who will be performing the majority of the work for the firm, please state this and provide this page of information related to this individual's experience as a key project team member, not the firm's experience.

In the event subcontractors are proposed to be used, they will be required to complete the attached Subcontractor Surety Agreement within ten (10) days of the award of the contract.

### **Records Retention and Confidentiality**

The successful Consultant shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful Consultant shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing Consultant 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 RFQ shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical 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 RFQ, 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 the managing a central repository for grant records, filing various reports required by grant programs, arranging for closeout reports and program audits, budgetary spend down and preparing reports required for the preparation of financial statements and audits, researching grant and funding opportunities for City Government, assisting division directors with planning for program services; prepare proposals to request funding; monitor grant documentation and reporting requirements and develop and maintain a demographic database; procurement administration and special projects that fall under the responsibility of the Bureau of Business administration.
2. Must have no conflict of interest in representing the City in the full capacity of the scope, including community stakeholders; 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.
4. Listing of all sub-consultants with their qualifications.

### **Availability of staff**

1. Demonstration of minimum experience and technical competence of the firm with respect to the type of consulting services required by governmental entities for compliance with federal, state and local government grants, including, but not limited to: financial management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies. For any such experience, state the source and amount of funds and the length of the engagement.
2. The resources, capacity, and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan and identification of any subconsultants necessary to perform the services, and the professional qualifications of both staff and sub-consultants.
3. Demonstration of quality control policies and procedures of the firm.

### **Subject Matter Experience**

1. Demonstration of experience in providing guidance, oversight, financial compliance, and reporting for grants to local and/or state governments.
2. Past experience working with and coordinating efforts between state and federal agencies and local governments regarding financial grant recipients.
3. Demonstration of experience in the appropriate accounting, financial and other policies with respect to the acceptance, expensing, and recording of grant funds.

## **References**

Provide a list of references on form provided as Exhibit A. The City is particularly interested in contacting your governmental 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 firm's rate multiplier, if any. Additionally, firms must identify any fees and anticipated expenses applicable to the provision of services, if not included in the multiplier. .

## **Pricing Structure**

THE PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN 180 CALENDAR DAYS AFTER THE RFQ 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 and Charter in conjunction with the associated American Rescue Plan Funding.

1. The Fee Schedule shall include hourly rates of all staffing anticipated for this project.
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 Consulting firms, 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 related to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFQ documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of York Department of Business Administration. Any and all questions shall be submitted no later than 2:00 pm EDT, on Monday, May 15, 2023

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be submitted electronically to the Department of Business Administration as noted previously in this RFQ.

## **Evaluation and Selection Process**

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

**Please note that until the final Consultant firm selection, negotiation, award, and contract execution all contact with the City of York regarding this topic is to be directed to Daniel Hevner, Assistant Business Administrator at [dhevner@yorkcity.org](mailto:dhevner@yorkcity.org). 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, firms, or organizations are necessary, and select the firm 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:

- Firm Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References
- Project Team
- Responsiveness to RFQ
- Price
- Article 136 of York City Codified Ordinances

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 Business Administrator's office.

**During the entire selection process, the respondents shall only contact Daniel Hevner 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 firm and develop a final work scope and refined compensation. The negotiating process may involve one (1) or more RFQ 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 RFQ is issued by the City of York. Any questions or clarifications concerning the RFQ shall be directed to Daniel Hevner.

All requests for additional information concerning the RFQ 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 RFQ 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 firm's; person's, or subcontractor'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 RFQ 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 RFQ 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 RFQs**

An RFQ that is in the possession of the Department of Business Administration 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 RFQ opening. The communication shall not reveal the RFQ price but should indicate the addition, subtraction or other change(s) in the RFQ proposal response.



An RFQ that is in the possession of the Department of Business Administration may be withdrawn by the responding firm 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 RFQ 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 RFQ 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 RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of York and the successful respondent firm.

During the advertising process through the final respondent selection and contract execution by both parties, any contact by proposing firms with any City representative, other than Daniel Hevner, concerning the RFQ 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 RFQ, nor is liable for any cost incurred by a respondent in responding to an RFQ.

### **Disposition of Proposals**

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

### **Minority and Women Business Enterprises**

The City notifies all respondents that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFQ and will not be discriminated against on the basis of race, color, national origin or ancestry. Respondents hereby agree that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these 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

The respondent must ensure that employees and applicant 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.

Specific focus shall be put on the use of certified MBE/WBE prime candidates. Please attach a copy of the MBE/WBE Certification to the Technical Proposal submittal.

### **Subcontracts**

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the firm will not be allowed to subcontract work under this contract unless the subcontractor and its scope of work is clearly defined and outlined within the proposal or written approval is granted by the City of York. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the selected firm. The authorization of a subcontractor is contingent on performance 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 selected firm. All directions given to the subcontractor in the field shall bind the selected firm as if the notice had been given directly to the selected firm. Should the firm elect to use any subcontractors, they are to provide a payment bond as included in the following forms.

### **Independent Proposal**

The parties hereto expressly agree and understand that the successful firm may not be an employee or agent of the City of York in any sense. Any and all potential conflicts of interest should be brought to the City's attention immediately. Contracts may be terminated should the situation warrant such action.

### **Execution of Contract**

The contract will be drafted by the City and executed by both the City and the successful responding firm. Incorporated into that contract will be this Request for Qualifications for Professional Services and the Proposal accepted by the City.

The successful firm 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 firm 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 firm 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 firm will submit monthly invoices to the City of York before the payment of services. Those invoices shall be submitted to the Department of Business Administration of the City of York. Upon receiving the requisite authorizations, the City of York will process the successful firm'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 firm does not adequately comply with the specifications of the RFQ or of the contract.
- The firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors.
- The firm neglects to carry out the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

### **Rights upon Termination of Contract**

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

Upon termination, the successful Consultant firm 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 firm 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 firm or its agents or employees.

### **Ownership and Use**

The successful firm 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 firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

### **Special Conditions**

It is the objective of this RFQ to solicit proposals for a firm to perform professional services as described above.

It is the City's intent that this RFQ 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 RFQ to a single source. Such notification must be received by Daniel Hevner 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 firm 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 firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

### **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 firm 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 firm shall protect the City, its elected officials, agents, and employees, from any litigation involved in this contracted work. The firm'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 Consultant firm 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 firm upon request.

The successful firm will be 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 with respect to this contract.

### **Observance of Laws, Ordinances, and Regulations**

The successful firm 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 firm 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 firm 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 firm or the firm'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 firm 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 firm 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 firm 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.

## APPENDIX A: FORMS

## **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 RFQ 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\_\_\_\_

\_\_\_\_\_  
My Commission Expires:  
Notary Public

## **SUBCONTRACTORS' SURETY AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF YORK, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City"); and

\_\_\_\_\_, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at \_\_\_\_\_, Pennsylvania \_\_\_\_\_ (hereinafter the "Primary Contractor"); and

\_\_\_\_\_, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at \_\_\_\_\_, Pennsylvania \_\_\_\_\_ (hereinafter the "Subcontractor").

### **BACKGROUND**

- A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of \_\_\_\_\_ (the "Contract"); and
- B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and
- C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and
- D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the City's notification to the Primary Contractor, the City shall have the ability and authority to make payment to the Subcontractor.

In the event that the City exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the City shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the City for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the City with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the City with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the City for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from future invoices submitted by the Primary Contractor and shall be remitted to the Primary Contractor less ten percent (10%) (the City's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if manually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to the address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to City of York:           City of York  
  c/o \_\_\_\_\_  
  101 South George Street  
  York, PA 17401

If to Primary Contractor: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

If to Subcontractor: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

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: \_\_\_\_\_

SUBCONTRACTOR (if needed)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 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