



**The City of York  
Pennsylvania**

**REQUEST FOR PROPOSAL (RFP)  
RFP 2024-017-3  
COLLECTIONS CONTRACT BIDS - PHASE 3**

**Issued:** December 4, 2024

**Responses Due By:** December 20, 2024, 8:30 am

**RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:**

<https://secure.procurenow.com/portal/yorkcity>

City of York  
REQUEST FOR PROPOSAL  
COLLECTIONS CONTRACT BIDS - PHASE 3

I.	INTRODUCTION.....
II.	PUBLIC NOTICE.....
III.	SCOPE OF WORK .....
IV.	PROPOSALS .....
V.	PRICING PROPOSAL .....
VI.	VENDOR SUBMITTALS .....
VII.	CITY OF YORK STANDARD TERMS AND CONDITIONS.....
VIII.	SELECTION AND AWARD OF CONTRACT .....
IX.	EVALUATION PHASES.....

Attachments:

A - avenues

B - colony park

C - fireside

D - springdale

E - Street Containers

F - Map 4

G - Map 3

H - Map 2

I - Map1

J - Definitions

## 1. INTRODUCTION

### 1.1. Summary

The City of York, PA is accepting proposals for labor, equipment, and materials for the Refuse & Recycling Collections Contract for a minimum period of five (5) years beginning May 1, 2025 to April 30, 2030.

The proposals will be accepted by the York City Dept. of Public Works, no later than 8:30 am on Friday, December 20, 2024, at which time all bids received will be opened and read aloud at 101 South George Street, York, PA 17401. A Zoom link will be provided for virtual participation.

All proposals must be submitted through the E-procurement Portal, [www.yorkcity.org/business/request-for-proposals](http://www.yorkcity.org/business/request-for-proposals). No mailed, faxed or emailed proposals will be considered.

The City reserves the right to reject any or all proposals and to make an award in the best interest of the City within 90 days of the bid opening.

### 1.2. Background

The City of York serves a population of 44,867 individuals. The mission is to ensure a safe, clean, healthy, productive city where neighborhoods are revitalized, history is preserved, the natural environment is respected, and where all people can reach their full potential through education, commerce, culture, recreation and wellness.

The Environmental Bureau is housed under the Department of Public Works and works to provide a clean, healthy and beautiful City by managing refuse, recycling, large item and yard waste collections. All York City residents and commercial, municipal and institutional establishments are mandated to recycle designated material according to the State's Act 101 and York City's Ordinance, Article 952.

### 1.3. Contact Information

#### **Project Contact:**

##### **Safire Linares**

Environmental Services Specialist

1209 Livingston Rd

York, PA 17401

Email: [slinares@yorkcity.org](mailto:slinares@yorkcity.org)

Phone: [\(239\) 823-5188](tel:(239)823-5188)

#### **Procurement Contact:**

##### **Daneen Collier**

Senior Accountant

101 S George St

York, PA 17401

Email: [dcollier@yorkcity.org](mailto:dcollier@yorkcity.org)

Phone: [\(717\) 852-8033](tel:(717)852-8033)

**Department:**

Public Works - Environmental Services

**Department Head:**

Safire Linares

Supervisor

1.4. Timeline

<b>RFP ISSUE DATE</b>	December 4, 2024
<b>QUESTIONS RE RFP DUE</b>	December 11, 2024, 5:00pm
<b>RESPONSES TO QUESTIONS POSTED</b>	December 13, 2024, 5:00pm

<b>PROPOSALS DUE</b>	<p>December 20, 2024, 8:30am</p> <p>In person bid opening at City Hall 101 South George Street, York, PA 17401</p> <p>Zoom Link for Bid Opening</p> <p>Topic: Collections RFP Bid Opening Time: Dec 20, 2024 08:30 AM Eastern Time (US and Canada)</p> <p>Join Zoom Meeting <a href="https://us06web.zoom.us/j/87587827255?pwd=yK3PBuPh6bEbcy2yVKGyjlEvFT9x0.1">https://us06web.zoom.us/j/87587827255?pwd=yK3PBuPh6bEbcy2yVKGyjlEvFT9x0.1</a></p> <p>Meeting ID: 875 8782 7255 Passcode: 043651</p> <p>---</p> <p>One tap mobile +16469313860,,87587827255# US +13017158592,,87587827255# US (Washington DC)</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"><li>• +1 646 931 3860 US</li><li>• +1 301 715 8592 US (Washington DC)</li><li>• +1 305 224 1968 US</li><li>• +1 309 205 3325 US</li><li>• +1 312 626 6799 US (Chicago)</li><li>• +1 646 876 9923 US (New York)</li><li>• +1 408 638 0968 US (San Jose)</li><li>• +1 507 473 4847 US</li><li>• +1 564 217 2000 US</li><li>• +1 669 444 9171 US</li><li>• +1 669 900 6833 US (San Jose)</li><li>• +1 689 278 1000 US</li><li>• +1 719 359 4580 US</li><li>• +1 253 205 0468 US</li></ul>
----------------------	---

	<ul style="list-style-type: none"><li>• +1 253 215 8782 US (Tacoma)</li><li>• +1 346 248 7799 US (Houston)</li><li>• +1 360 209 5623 US</li><li>• +1 386 347 5053 US</li></ul> <p>Meeting ID: 875 8782 7255</p> <p>Find your local number: <a href="https://us06web.zoom.us/j/87587827255">https://us06web.zoom.us/j/87587827255</a></p>
--	--

## 2. PUBLIC NOTICE

The City of York, Pennsylvania (the “City” or “York”), with this Request for Proposals (“RFP”), invites proposals (“Proposals”) from qualified vendors (“Vendor(s)” or “Dealer”) for the City of York Department of Public Works - Environmental Services. The City will entertain Proposals for the purchase of: COLLECTIONS CONTRACT BIDS - PHASE 3. The RFP can be found on the City's e-procurement Portal ("Portal") at <https://procurement.opengov.com/portal/yorkcity>. Electronic proposals are due via the Portal no later than 8:30 am EDT on Friday, December 20, 2024.

## 3. SCOPE OF WORK

### 3.1. Refuse and Recycling Collections

Scope of Work for Trash Collections Contract Bids - Phase 3

#### 1. Summary

The City of York, PA, is seeking qualified bidders to submit bids for the Trash Collections Contract - Phase 3. This contract aims to ensure the efficient and effective collection and disposal of residential and commercial trash and recycling throughout the city. The selected bidder will be responsible for providing trash and recycling collection services that adhere to the City's standards and local regulations. The anticipated contract duration is for five years, with an option to extend for two additional one-year periods based on performance and mutual agreement.

The bidder shall submit a proposal for residential and commercial collections for a minimum of years one (1) through five (5) and with the option of a one (1) or two (2) year extension, for twice per week collection of refuse, with a once per week collection of recyclables and yardwaste (seasonal) and scheduled large items on a four (4) day schedule of Monday/Thursday and Tuesday/Friday.

The proposal also includes various options for residential and commercial collections.

## 2. Detailed Specifications

### 2.1 General Requirements

- A. The contractor must provide all labor, equipment, tools, materials, and supervision necessary for trash collection services.
- B. All services must comply with state and local regulations concerning waste management and collection.
- C. The selected contractor must have the capability to provide services for both residential and commercial properties.

### 2.2 Collection Specifications

- A. Trash collection will occur weekly, with specific routes determined by the City.
- B. The contractor must maintain a record of collection routes and schedules, including adjustments for holidays, and provide this information to the City upon request.
- C. Collections must be performed between 6:00 AM and 6:00 PM on designated collection days.
- D. All trash containers must be emptied completely, and the contractor must ensure that no overflow or litter remains after collection.
- E. The contractor must have procedures in place for handling bulky waste items, including a schedule for their collection.

### 2.3 Equipment and Vehicles

- A. All vehicles used for trash collection must meet the following standards:
  - Must be clean, well-maintained, and fully operational.
  - Must be equipped with appropriate safety features, including warning lights and backup alarms.
  - Must display appropriate signage indicating the company's name and contact information.
- B. All vehicles must comply with environmental standards set forth by the Pennsylvania Department of Environmental Protection and all applicable federal regulations.

### 2.4 Personnel Requirements

- A. The contractor must provide trained personnel for all aspects of the collection service.
- B. All personnel must be uniformed and carry identification at all times while on duty within the City of York.
- C. The contractor must ensure safe operating procedures are trained and enforced, including safe lifting and handling practices to prevent injuries.

## 2.5 Environmental Compliance

- A. The contractor shall follow all federal, state, and local environmental regulations related to waste collection and disposal.
- B. The contractor must implement a recycling program and educate residents on proper recycling practices.

## 2.6 Customer Service

- A. The contractor must provide a 24/7 customer service line for residents to report missed collections or service issues.
- B. Any complaints received must be logged, and a response must be provided within 24 hours.

## 3. Service Requirements

- A. Service must begin no later than May 1, 2025.
- B. The contractor must conduct an annual performance evaluation with City representatives to review collection performance, service quality, and any issues that may have arisen during the contract period.
- C. The contractor must provide training and educational resources to residents to promote proper trash disposal and recycling practices.

## 4. Delivery Requirements

### 4.1 Delivery of Services

- A. The contractor must provide an implementation plan detailing how they will mobilize personnel and equipment to start services.
- B. Delivery of services should include:
  - Meeting timelines set forth in the service schedule.
  - Integrating with existing City operations and resources.

### 4.2 Reporting and Communication



- A. The contractor shall submit monthly reports outlining the following:
  - Collection statistics (tonnage collected, number of routes completed, etc.).
  - Details of customer complaints or service issues and actions taken.
- B. The contractor must hold quarterly meetings with City officials to discuss operations, concerns, and future plans for expedient service.

#### 4.3 Performance Metrics

- A. The contractor's performance will be measured against established benchmarks, including:
  - Timeliness of service delivery.
  - Customer satisfaction ratings.
  - Compliance with recycling and environmental regulations.
- B. Failure to meet performance metrics may result in penalties or potential termination of the contract.

#### 5. Conclusion

- A. The City of York, PA, invites qualified vendors to submit their proposals in response to this scope of work for the Trash Collections Contract - Phase 3. The City aims to establish a mutually beneficial partnership to enhance the cleanliness and sustainability of the community through effective waste management practices. All proposals should be submitted by the deadline specified in the solicitation document, and additional information or clarifications can be obtained by contacting the City representative listed in the document.

#### 3.2. Specifications of Proposal

##### A. **Curbside Collections**

1. Refuse – Residential Units 15,000
2. Refuse – Commercial and Industrial Units 1,000
3. Recyclables – Residential Units 15,000
4. Recyclables – Commercial/Small Business Units 950
5. Large Item Collection from all contract customers Units 150 (including customer units at curbside and special container sites)
6. Street Containers Units 150 (includes emptying and replacing old with new clear liner bags, three times per week, Monday, Wednesday and Friday)

7. Yardwaste Collection and Transportation (March 1 through November 30) flat rate per month.

**A. Special Containers/Dumpster/Roll-Offs/Tote Carts**

1. **Refuse/Special Containers** Cart Size Current Total Tote Cart 862 cu yd 04 cu yd 16 cu yd 58 cu yd 6 Cu Yd Roll Off 4
2. **Refuse/Special Containers** Cart Size Current Total Tote Cart 742 cu yd 14 cu yd 16 cu yd 28 cu yd 0

**B. Temporary Dumpster Flat Rate**

1. The contractor shall provide a flat rate price for temporary dumpsters. The flat rate shall include all related fees associated with the temporary dumpster request.

**3.3. HYBRID COLLECTION AREAS - MIX OF TOTES AND BAGS REFUSE COLLECTIONS**

**1. Tote Areas**

- A. AREA 1 - Springdale – 181 units (by Neighborhood Organization)
- B. AREA 2 - Fireside – 1249 units (Parkway Ave north to RT30 )
- C. AREA 3 - Colony Park – 273 units
- D. AREA 4 - Avenues – 806 units (between Roosevelt and Linden)

**2. Bags are for remaining area in the City**

**4. PROPOSALS**

Proposals shall include a Service Proposal, Cost Proposal, and a Sample Contract submitted in electronic form via the City's [e-Procurement Portal](#) ("Portal"). Lengthy additions, such as registration or regulatory information may be submitted in electronic form.

Each Contractor, by submitting their proposal, agrees that they have read and understand the parameters set forth in this RFP and the Project documents and is willing and capable of substantially completing the work within the specified time frame.

The proposal and all supporting documentation shall become the property of the City of York and shall constitute public records. If a Contractor considers any portion of its proposal to constitute confidential, proprietary information, the Contractor must clearly mark such portion(s) as confidential, and separate it from the rest of the proposal in

such a manner that the City can withhold from any production of the proposal in accordance with applicable law. We appreciate your interest in this Project.

Final submitted proposals shall be submitted electronically via the Portal. Proposals submitted in any other format shall not be accepted.

Proposals need not follow the outlined format but should address all information requested. Additional information may be submitted. Responses and questions shall be submitted via the Question and Answer Tab in the Portal.

The City reserves its right to amend the RFP requirements and Timetable, to waive non conformities, and to reject Proposals. Responders are responsible for expenses incurred.

## 5. PRICING PROPOSAL

### **RESIDENTIAL CURBSIDE AND RECYCLING COLLECTIONS - BAGS ONLY - TWICE A WEEK REFUSE, ONCE A WEEK RECYCLING, 4 DAY WEEK CYCLE LARGE ITEM, YARD WASTE (SEASONAL)**

Current Collection Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### **COMMERCIAL AND INDUSTRIAL CURBSIDE AND RECYCLING COLLECTIONS - BAGS ONLY - TWICE A WEEK REFUSE, ONCE A WEEK RECYCLING, 4 DAY WEEK CYCLE LARGE ITEM, YARD WASTE (SEASONAL)**

Current Collection Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

**RECYCLING RESIDENTAL COLLECTIONS**

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
<b>TOTAL</b>						

## RECYCLING COMMERCIAL - SMALL BUSINESS COLLECTIONS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

## LARGE ITEM COLLECTIONS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### STREET CONTAINERS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### YARD WASTE COLLECTIONS AND TRANSPORTATION- MARCH 1 - NOVEMBER 30

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### REFUSE/SPECIAL CONTAINERS - DUMPSTERS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Tote Cart - per pull	1	each			
2	2 cu yd - per pull	1	each			
3	4 cu yd - per pull	1	each			
4	6 cu yd - per pull	1	each			
5	8 cu yd - per pull	1	each			
<b>TOTAL</b>						

### RECYCLING/SPECIAL CONTAINERS - DUMPSTERS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Tote Cart - per pull	1	each			
2	2 cu yd - per pull	1	each			
3	4 cu yd - per pull	1	each			
4	6 cu yd - per pull	1	each			
5	8 cu yd - per pull	1	each			
<b>TOTAL</b>						

### TEMPORARY DUMPSTERS

Current Collections Service See attachments

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Flat Rate Per Use	1	each			
2	Flat Rate Per Use Extra Pick up	1	each			
<b>TOTAL</b>						

### CURBSIDE COLLECTIONS RESIDENTIAL - ALL TOTES - TWICE A WEEK SERVICE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### CURBSIDE COLLESTIONS RESIDENTIAL - HYBRID OF TOTES AND BAGS TWICE A WEEK SERVICE

See attached map for Tote districts and Bag districts

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

### CURBSIDE COLLECTIONS RESIDENTIAL - BAGS ONLY - ONCE A WEEK SERVICE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

**CURBSIDE COLLECTIONS RESIDENTIAL - ALL TOTES - ONCE A WEEK SERVICE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

**CURBSIDE COLLESTIONS RESIDENTIAL - HYBRID OF TOTES AND BAGS ONCE A WEEK SERVICE**

See attached map for Tote districts and Bag districts

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional )	1	each			
7	Total Year 7 (optional)	1	each			
<b>TOTAL</b>						

**CURBSIDE COLLECTIONS COMMERCIAL AND INDUSTRIAL - ONCE A WEEK SERVICE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Total Year 1	1	each			
2	Total Year 2	1	each			
3	Total Year 3	1	each			
4	Total Year 4	1	each			
5	Total Year 5	1	each			
6	Total Year 6 (optional)	1	each			
7	Total Year 7 (optional)	1	each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
<b>TOTAL</b>						

### ADDITION CHARGES

Line Item	Description	Unit of Measure	Unit Cost
1	Cost City pays per Tote	each	
2	Cost City pays per Recycling Bin	each	
3	Administrative Fees	fees	
4	Miscellaneous Fees not included in other table - specify cost in written proposal.	fees	

## 6. VENDOR SUBMITTALS

### 6.1. FIRM INFORMATION \*

#### A. Organizational Information

- Firm, related and affiliated entities, Firm ownership and history, including ownership changes in last 5 years, and Firm classification and regulatory bodies, if any
- Contact information and organizational function chart
- Individual completing the Response: name and contact information of Authorized Firm Representative and confirmation Representative is authorized to represent and bind the Firm and sign Agreement
- Fidelity bond and fiduciary liability insurance
- Evidence of financial strength of Firm
- Information, if any, distinguishing Firm from competitors

#### B. Service History and Performance

- History of Firm's offering of proposed service
- Representative client list for proposed service

- Changes in last 5 years: Describe and explain Services, Contracts, or Facilities no longer serviced in last 5 years, and percentage of type lost and gained
- Benchmarks, if any: Describe benchmarks used and how Firm tracks, monitors, and controls performance and deviation from benchmarks, if any

C. Facilities under Management

- Facilities under Management: Describe facilities, service provided, and performance history ▪ Changes in last 5 years: Describe and explain Services, Contracts, or Facilities no longer serviced in last 5 years, and percentage of type lost and gained

D. Firm Personnel

- Firm size and personnel information, e.g., number of employees, managers, client service personnel, and other relevant functions, qualifications, average years of experience, average years tenure, and other relevant information
- Describe and explain Turnover in key personnel in last 3 years

E. Management and Operating Philosophy

- Describe management and operating philosophy, process, methods, and style, including any information unique to Firm

F. Governance

- Firm's internal control and governance structure
- Potential conflicts of interest Firm, affiliates, related parties, and personnel may have or be perceived to have with this mandate and how such conflicts will be addressed
- Firm's Code of Ethics and Standards of Conduct, if any
- Process: how Firm manages, measures, monitors, and controls risk
- Succession, Crisis, Disaster Recovery and Business Continuity Plans

G. Compliance

- Proof that Firm and assigned personnel are licensed and registered to practice in Pennsylvania
- Identity, title, and biography of chief compliance officer, if any, and to whom she/he reports, and personnel responsible for risk and quality management

- Firm's registration and proof of compliant corporate standing
- Most recent regulatory inspection report and follow-ups, if any
- Compliance process including methods, frequency, and other relevant information
- Last compliance assessment report, if any
- 5-year history of orders, sanctions, formal investigations, litigation, threatened litigation and administrative proceedings involving Firm, affiliates, or principals

H. Firm Reputation

- Describe client satisfaction measurement process and information, and recent client satisfaction report, if any

I. Technology

- Technology, software, back-up, and redundancy services used by Firm

J. Third Party Relations and Fee Arrangements

- Firm's approach to and use of fee or cost sharing arrangements, including direct or indirect recapture, rebate, referral, selection, retention, discount, performance, or other fee or cost sharing arrangements with affiliated parties, vendors, suppliers, service providers, brokers, or third parties. Provide details including information re entities, arrangements, revenue significance, conflict and disclosure policy, and impact on proposed service costs

K. References

- 3 references, preferably from representative client list, with contact information and length of relationship

L. Independence & Conflicts of Interest

- M. Firm must certify that it and any person affiliated with the Firm who is or may be involved with the Proposal, contract execution, and proposed services, have no actual, potential or reasonably perceivable conflict of interest with the City of York or any of its component units, affiliates, elected officials, officers, employees, contractors or sub-contractors, and that any person so affiliated with the Firm has not had an affiliation with the City of York or been a City officer, elected or appointed City official or family member thereof, for a period of two (2) years prior to the RFP Issue Date. Exceptions should be noted. Responders may consult the City Conflict of Interest Policy

\*Response required

6.2. PROPOSED DRAFT AGREEMENT(S)\*

\*Response required

6.3. GOOD STANDING\*

Affirm that the Contractor is in good standing with all obligations under all Federal, State, County, and local laws and authorized to conduct business in the City.

☐ Please confirm

\*Response required

6.4. 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).

☐ Please confirm

\*Response required

6.5. PUBLIC RECORDS\*

Bidder acknowledges by submitting a proposal that all information may be subject to the Public Records law of Pennsylvania. Submit all questions, inquiries, or requests for clarification about the project in writing to Daneen Collier, Department of Business Administration, Finance Office, 101 South George Street, York PA 17401.

☐ Please confirm

\*Response required

6.6. NON-DISCRIMINATION STATEMENT\*

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

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race,

color, religious creed, ancestry, national origin, age, handicap, familial status, or sex.

1. Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, handicap, familial status, or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training.
  2. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.
- D. It shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the



non discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

☐ Please confirm

\*Response required

6.7. SIGNATURE OF AUTHORIZED REPRESENTATIVE\*

Service Proposal signed by Authorized Firm Representative certifying information in Service and Sealed Cost Proposals is complete, accurate, and binds Firm.

☐ Please confirm

\*Response required

6.8. SMALL BUSINESS ENTERPRISE PARTICIPATION

Upload SBE certification, if applicable.

6.9. CERTIFICATE OF NON-SEGREGATED FACILITIES\*

*The Respondent certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Respondent certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Respondent agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Respondent agrees that (except where he has obtained identical certifications from subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.*

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.*

☐ Please confirm

\*Response required

6.10. BUSINESS RELATIONSHIP DECLARATION

6.10.1. *BUSINESS RELATIONSHIP DECLARATION PART 1\**

This Declaration is submitted by an Authorized Representative of Responder, as a part of this Proposal. The undersigned, of lawful age and duly sworn, affirms and states that the Responder is fully knowledgeable of Responder's business relationships and associations, and further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Responder and the Mayor, Members of City Council, any Trustee, Trust, or Authority of or benefiting the City, entities or parties affiliated with such individuals, significant known City contractors, or other parties, consultants, or employees engaged to further this project, is as follows:

**(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)**

\*Response required

6.10.2. *BUSINESS RELATIONSHIP DECLARATION PART 2\**

Responder further states that any such Business Relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Responder and any officer or director, agent, employee, or partner of the above entities or individuals is as follows:

**(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)**

\*Response required

6.10.3. *BUSINESS RELATIONSHIP DECLARATION PART 3\**

The names and positions of all persons having any such Business Relationships are as follows:

**(If none of the above Business Relationships exists, Responder shall state 'NONE' or otherwise indicate the absence of such Business Relationships. IF ABOVE IS BLANK, PROPOSAL WILL BE REJECTED.)**

\*Response required

7. **CITY OF YORK STANDARD TERMS AND CONDITIONS**

**This Addendum is incorporated in and made a part of any contract executed between the Company and the City of York ("City").**

7.1. Nondiscrimination/Sexual Harassment Obligations.

During the term of this contract, the Company, to the extent required as a condition of the contract, agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required in accordance with the terms of the contract or any subcontract, the Company or any person acting on its behalf, shall not by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- B. Neither the Company, nor any subcontractor, nor any person acting on its behalf, shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required in accordance with the terms of, or in the provision of services under, the contract on account of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws.
- C. The Company, or any person acting on its behalf, shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- D. The Company shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any Company or subcontractor who is/are qualified to perform the work to which the contract relates.
- E. Neither the Company, nor any subcontractor, nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- F. The Company represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. If applicable, the Company further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees.
- G. The Company, or any person acting on its behalf, shall furnish all necessary employment documents and records, and permit access to its books, records and accounts, upon request by the City for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Company, or any person acting on its behalf, does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms as directed by the City.
- H. The Company shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in subcontract(s) so that such provisions applicable to subcontractors will be binding upon subcontractor(s), or any person acting on its behalf in performing work.
- I. The contract may be cancelled or terminated by the City, and all money due or to become due in accordance with the terms of the contract may be forfeited, for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, if applicable, the Company may be subject debarment or suspension by the City.
- J. The Company's obligations pursuant to these provisions are ongoing from the effective date of the contract through the termination date thereof. The Company shall have an obligation to inform the City if, at any time during the term of the contract, it becomes aware of any actions or occurrence that would result in the violation of these provisions.

7.2. Americans with Disabilities Act Compliance.

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

- A. *Hiring & Access.* Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Company understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities

provided for under this contract. As a condition of accepting and executing the contract, the Company agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act, which may be applicable.

- B. *City Held Harmless*. The Company shall be responsible for and agrees to indemnify and hold harmless the City from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City as a result of the Company's failure to comply with the provisions of the paragraph (a) above.

7.3. Compliance with Record Keeping and Audit Requirements.

During the term of this contract, the Company, to the extent necessary to comply with the requirements of the contract, agrees as follows:

- A. Company will maintain documents, correspondence, and other data, including any written reports, studies, drawings, or other graphic, electronic, chemical, or mechanical representations, and items of any similar nature which are required to be delivered under this contract, along with any other evidence pertaining to the costs and expenses of this contract (collectively, "**the records**"), to the extent and in such detail as will properly reflect all costs of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature to which this contract relates. The books and records required under this provision shall be maintained in accordance with generally accepted accounting principles.
- B. Company will retain such records and make them available for a period ending the later of (i) one year after final payment of any monies under this contract is made, or (ii) one year after the effective date of any termination of this contract.
- C. The City, or any of its duly-authorized representatives, shall have access at all times during the term hereof and the period set forth in paragraph (B) above to the records of Company or any of its assigns, or agents pertaining to work performed under this contract for the purpose of reviewing and making audits of financial transactions, determining compliance with the contract terms and requirements, and evaluating contract performance. When City representatives have access to such records, they shall be authorized to examine such records and to make excerpts, copies, and transcripts of such records.

7.4. Steel Products Procurement Act.

In the performance of any construction contract ("**Construction Contract(s)**") awarded, the Company, subcontractors, material persons, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise

similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97 424 (96 Stat. 2136).

- A. *Invoices, bills of lading & mill certification.* When unidentified steel products are supplied under Construction Contract(s) or subcontracts, before any payment will be made, the Company must provide documentation to the City including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Company must submit certification to satisfy this provision. The City shall not provide for or make any payments to any entity that has not complied with the Steel Products Procurement Act (“**SPPA**”). Any such payment made to any entity by the City which should not have been made as a result of the SPPA shall be recoverable directly from the Company, subcontractor, manufacturer, or supplier who did not comply with the SPPA.
- B. *Violations of SPPA.* In addition to the withholding of payments, any entity that willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.
- C. *Applicability to Subcontract & Supply Contract.* The Company shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

#### 7.5. Trade Practices Act.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Company cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as

a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

- A. *Argentina*. Carbon steel wire rod and cold rolled carbon steel sheet.
- B. *Brazil*. Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot rolled stainless steel bar; stainless steel wire rod and cold formed stainless steel bar; pre-stressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot rolled carbon steel sheet; and cold rolled carbon steel sheet.
- C. *South Korea*. Welded carbon steel pipes and tubes; hot rolled carbon steel plate; hot rolled carbon steel sheet; and galvanized steel sheet.
- D. *Spain*. Certain stainless steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot rolled steel plate, cold rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot rolled carbon steel bars, and cold formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Company of responsibility to comply with those provisions of the contract which prohibit the use of foreign made steel and cast iron products.

7.6. Public Works Contractor's Bond Law of 1967.

Prior to the award of any Construction Contract(s), the Company must furnish the City the following bonds from the construction Company ("**Company**") which shall become binding upon the award of the Construction Contract to the Company.

- A. *Performance Bond*. A performance bond at 100 percent of the Construction Contract(s) amount, conditioned upon the faithful performance of the Construction Contract(s) in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the Construction Contract(s).
- B. *Protection of claimants supplying labor or materials*. A payment bond at 100 percent of the Construction Contract(s) amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Company, or to any of

its subcontractors, in the prosecution of the work provided for in such Construction Contract(s), and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

7.7. Pennsylvania Prevailing Wage Act.

Any Construction Contract(s) is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 1651 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed.

7.8. Fidelity Bond. (a)

- A. *Evidence.* The Company shall procure and furnish evidence to the City of a fidelity bond with coverage to be maintained under the administrative title of the position in amounts to be determined by the City.
- B. *Larger Coverage.* No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

7.9. Insurance And Indemnification. (a)

- A. *Workers Compensation.* The Company shall perform the activities under the contract as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by the contract.
- B. *Liability Insurance.* Without limiting the foregoing obligations, Company will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the City from claims of bodily injury and of property damage arising out of any services or activities performed by the Company or its employees, agents, officers, assigns, or subcontractors under the contract, including claims for damages by business



invitees and all other claims for damage to property as a direct or indirect result from the performance of the contract.

- C. *City as an Additional Insured.* Upon request, the City shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the City or its agents or employees. By signing the contract, the Company certifies that the project has the insurance coverage required by this section; that such coverage will be in effect for the duration of this contract; and that the policies will not be canceled or changed unless at least 30 days prior notice has been given to City. The Company shall furnish proof of insurance as required by this section to the City.
- D. *Hold Harmless.* The Company and any subcontractor shall hold the City harmless from, and indemnify the City against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Company, its employees, agents, assigns, officers, or subcontractors under the contract, and shall defend any and all actions brought against the City based upon any such claims or demands.

7.10. Patent, Copyright, and Trademark Indemnity.

The Company warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the City under the contract. The Company shall defend any suit or proceeding brought against the City on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the City shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the City may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the City at the Company's written request, it shall be at the Company's expense, but the responsibility for such expense shall be only that within the Company's written authorization. The Company shall indemnify and hold the City harmless from all damages, costs, and expenses, including attorney's fees that the Company or the City may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Company in such suit or proceeding are held to constitute infringement and the City's use thereof pursuant to this paragraph is enjoined, the

Company shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Company is unable to do any of the preceding, the Company agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the City, only those items of equipment or software which are held to be infringing, and to pay the City: 1) any amounts paid by the City towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the City for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Company under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Company without its written consent.

7.11. Ownership Rights.

The City shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the City as part of the performance of the Contract.

7.12. Inspection and Rejection.

No item(s) received by the City shall be deemed accepted until the City has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Company to remove rejected item(s) from the premises without expense to the City within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the City shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the City's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Company shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Company fails, neglects or refuses to do so, the City shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Company, the difference between the price stated in the Contract and the cost thereof to the City

7.13. Default.

The City may, subject to the provisions of Paragraph 14, Force Majeure, and in addition to its other rights under the Contract, declare the Company in default by written notice

thereof to the Company, and terminate (as provided in Paragraph 15, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

- A. Failure to begin work within the time specified in the Contract or as otherwise specified;
- B. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- C. Unsatisfactory performance of the work;
- D. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- E. Discontinuance of work without approval;
- F. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- G. Insolvency or bankruptcy;
- H. Assignment made for the benefit of creditors;
- I. Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- J. Failure to protect, to repair, or to make good any damage or injury to property;
- K. Breach of any provision of this Contract;
- L. Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- M. Improper delivery;
- N. Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- O. Delivery of a defective item.

In the event that the City terminates this Contract in whole or in part, the City may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Company shall be liable to the City for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

If the Contract is terminated, the City, in addition to any other rights provided in this paragraph, may require the Company to transfer title and deliver immediately to the City in the manner and to the extent directed by the City, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Company has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the City shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the City shall be in an amount agreed upon by the Company and Contracting Officer. The City may withhold from amounts otherwise due the Company for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the City against loss.

The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. The City's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the City of its rights and remedies in regard to the event of default or any succeeding event of default.

#### 7.14. Force Majeure.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Company shall notify the City orally within five (5) days and in writing within ten (10) days of the date on which the Company becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Company shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the City may reasonably request. After receipt of such notification, the City may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Company's delay. In the event of a declared emergency by competent governmental authorities, the City by notice to the Company, may suspend all or a portion of the Contract.

#### 7.15. Termination Provisions.

The City has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Company.

- A. *Non-Appropriation*: The City's obligation to make payments during any City fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate the contract. The Company shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for many appropriations available for that purpose.
- B. *Termination for Cause*: The City shall have the right to terminate the Contract for Company default under Paragraph 13, Default, upon written notice to the Company. The City shall also have the right, upon written notice to the Company, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the City erred in terminating the Contract for cause, then, at the City's discretion, the Contract shall be deemed to have been terminated for convenience under this Section.

#### 7.16. Contract Controversies.

In the event of a controversy or claim arising from the Contract, the Company must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The Contracting Officer shall send his/her written determination to the Company. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, the Company files a claim with the City's Counsel. Pending a final judicial resolution of a controversy or claim, the Company shall proceed diligently with the performance of the Contract in a manner consistent with the interpretation of the Contracting Officer and the City shall compensate the Company pursuant to the terms of the Contract.

#### 7.17. Assignment and Subcontracting.

- A. Subject to the terms and conditions of this Paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- B. The Company shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written

consent of the Contracting Officer, which consent maybe withheld at the sole and absolute discretion of the Contracting Officer.

- C. The Company may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- D. Notwithstanding the foregoing, the Company may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Company provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- E. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Company provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Company and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- G. A change of name by the Company, following which the Company’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Company shall give the Contracting Officer written notice of any such change of name.

#### 7.18. Right-To-Know Law.

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“**RTKL**”) may apply to this contract.

- A. If the City needs the Company’s assistance in any matter arising out of the RTKL related to this contract, it shall notify the Company using the legal contact information provided in this contract. The Company, at any time, may designate a different contact for such purpose upon reasonable prior notice to the City.
- B. Upon written notification from the City that it requires the Company’s assistance in responding to a request under the RTKL for information related to this contract that may be in the Company’s possession, constituting, or alleged to constitute, a

public record in accordance with the RTKL ("**Requested Information**"), the Company shall: (1) provide the City, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Company's possession arising out of this contract that the City reasonably believes is Requested Information and may be a public record under the RTKL; and (2) provide such other assistance as the City may reasonably request, in order to comply with the RTKL with respect to this contract.

- C. If the Company considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Company considers exempt from production under the RTKL, the Company must notify the City and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL.
- D. The City will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the City determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the City determine that the Requested Information is clearly not exempt from disclosure, the Company shall provide the Requested Information within five (5) business days of receipt of written notification of the City's determination.
- E. If the Company fails to provide the Requested Information within the time period required by these provisions, the Company shall indemnify and hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City.
- F. The City will reimburse the Company for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- G. If the Company files a legal challenge to any City decision to release a record to the public with the Office of Open Records or in any Pennsylvania court, the Company shall indemnify the City for any legal expenses incurred by the City as a result of such a challenge and shall hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Company's failure, including any statutory damages assessed against the City, regardless of the outcome of such legal challenge. As between the parties, the

Company agrees to waive all rights or remedies that may be available to it as a result of the City's disclosure of Requested Information pursuant to the RTKL.

- H. The Company's duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as the Company has Requested Information in its possession.

7.19. Compliance with Specification – Terms and Conditions.

The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offerer's proposal and by reference are made a part of the Contract.

7.20. Signed Proposal Considered an Offer.

The signed proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the City. In case of a default on the part of the respondent after such acceptance, the City may take such action as it deems appropriate, including legal action for damages or lack of required performance.

7.21. Integration.

The Contract, Request for Proposals, Proposal, Purchase Order, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the City or the Company has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate City form.

7.22. Change Orders.

The City reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Company that the City is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the



Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Company agrees to provide the service in accordance with the change order. Any dispute by the Company in regard to the performance required under any change order shall be handled through Paragraph 16, "Contract Controversies".

**7.23. Notice to Proceed.**

The successful respondent shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the City. If the successful respondent does commence any work or deliver items prior to receiving official notification, it does so at its own risk.

**7.24. Rejection of Proposals.**

The City reserves the right to reject any or all proposals and the City is not bound to accept any proposal if that proposal is contrary to the best interest of the City of York. Similarly, the City is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

**7.25. Cost to Prepare Responses.**

The City assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

**7.26. Compliance with Law.**

The Company shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

**7.27. Applicable Law.**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflicts of law provisions) and the decisions of the Pennsylvania courts. The Company consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Company agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

**7.28. Modification.**

To the extent the Standard Contract Terms and Conditions are attached to the City's Request for Proposal, they are advisory only and are subject to modification or deletions by the City prior to execution by the parties. The Company acknowledges that it, prior to execution, has read, understood and agrees to be bound by the terms and conditions of the final, executed Standard Contract Terms and Conditions, including any and all of the City's modifications or deletions.

**8. SELECTION AND AWARD OF CONTRACT**

- A. Proposals will be evaluated based on information requested and submitted, references, reasonable due diligence investigation, and the following:
- B. To comply with City Ordinances and meet the goals of City Ordinance Article 136.4 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)):
1. Eight points of a possible 100, eight percent (8%), for Local business enterprises;
  2. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones;
  3. Four points of a possible 100, four percent (4%), for a Small business enterprise;
  4. However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.
- Local business enterprises and Small businesses enterprise are defined in Article 136.02(d) and (e), 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(e)).
- C. The City of York encourages participation by Small Diverse Businesses as prime contractors and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses as subcontractors and suppliers.

A Small Diverse Businesses are certified minority-owned, woman-owned, veteran-owned, or service-disabled veteran-owned businesses.

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

REFERENCE: [yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf](http://yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf)

## **9. EVALUATION PHASES**

### 9.1. Required Forms

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Company submitted all required documentation and meets all minimum requirements set forth in the RFP.</b>	Pass / Fail	100 (100% of Total)

### 9.2. Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Experience of the Service Team</b>  A. Experience of Service Team <ul style="list-style-type: none"> <li>○ 40 + years = 4</li> <li>○ 20-39 years = 2</li> <li>○ &gt; 20 years = 1</li> </ul>	Points Based	4 (4% of Total)
2.	<b>Qualifications</b>  A. How long has the firm been in business? <ul style="list-style-type: none"> <li>○ 40 + years = 4</li> <li>○ 20-39 years = 2</li> <li>○ &gt; 20 years = 1</li> </ul>	Points Based	4 (4% of Total)
3.	<b>References</b>  Provided at least three (3) governmental/municipal references of comparable size & scope	Points Based	2 (2% of Total)
4.	<b>Cost of Services</b> <ul style="list-style-type: none"> <li>● Lowest cost = 12</li> <li>● Below Average Cost = 9</li> <li>● Above Average Cost = 6</li> <li>● Highest Cost = 3</li> </ul>	Points Based	12 (12% of Total)

5.	<b>Annual Escalator Structure</b> <ul style="list-style-type: none"> <li>• Lowest percentage = 8</li> <li>• Below Average percentage = 6</li> <li>• Above Average percentage = 4</li> <li>• Highest Percentage = 2</li> </ul>	Points Based	8 <i>(8% of Total)</i>
6.	<b>Scope of Services/Work</b>	Points Based	54 <i>(54% of Total)</i>
7.	<b>Service Agreement</b> <ul style="list-style-type: none"> <li>• Provided Sample Agreement = 4</li> <li>• Does not provide Sample Agreement = 2</li> </ul>	Points Based	4 <i>(4% of Total)</i>

8.	<p><b>Article 136 of York City Codified Ordinances</b></p> <p>To comply with City Ordinances and meet the goals of City Ordinance Article 136 Small and Disadvantaged Business Enterprise Program<sup>1</sup>, which is designed to encourage and support Local and Small business enterprises, Proposals may be awarded preferences as follows (Article 136.04(b)):</p> <ul style="list-style-type: none"> <li>A. Eight points of a possible 100, eight percent (8%), for Local business enterprises;</li> <li>B. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones;</li> <li>C. Four points of a possible 100, four percent (4%), for a Small business enterprise;</li> <li>D. However, in no event shall any bidder receive greater than twelve (12) points of a possible 100, twelve percent (12%), preference.</li> </ul> <p>Local business enterprises and Small businesses enterprise are defined in Article 136.02(d) and €, 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). The City of York encourages participation by Small Diverse Businesses, as prime contractors and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses as subcontractors and suppliers. A Small Diverse Businesses are certified minority-owned, woman-owned, veteran-owned, or service-disabled veteran-owned businesses. A Small Business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time</p>	Points Based	12 (12% of Total)
----	---	--------------	----------------------

	<p>equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services, and \$20 million in gross annual revenues for sales and services, and \$25 million in gross annual revenues for information technology sales or service.</p> <p><a href="http://www.yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf">http://www.yorkcity.org/wp-content/uploads/2017/04/Article-136-Small-Disadvantaged-Business-Enterprise-Program.pdf</a></p>		
--	--	--	--