

REQUEST FOR PROPOSALS

EECBG Energy & Emission Reduction Project

CITY OF LANCASTER, PENNSYLVANIA

A. Professional Services Sought

The City of Lancaster is to retain a qualified, registered Pennsylvania design consulting firm to perform design services relating to improvements at the following buildings within the City of Lancaster: the Lancaster Recreation Center, the Lancaster City Hall, the City Police Station, Fire Stations #1, and #3 and the Southern Market Center. The Project consists of the preparation of complete plans, specifications, and bid documents, including final engineering, reports and cost estimates, for construction at the aforementioned locations.

This RFP is issued by Charlotte Katzenmoyer, Director of Public Works, City of Lancaster, Pennsylvania.

B. Project Background

The City of Lancaster is a recipient of Federal funds through the Government's Energy Efficiency and Conservation Block Grant(EECBG) for Projects that reduce energy use and fossil fuel emissions and improve energy efficiency.

C. Conceptual Design Elements

City of Lancaster is committed to finding ways to save energy. To that end we have participated in energy audits provided by various Energy Partners, such as PPL. We have also used our own staff to develop a list of areas targeted for improvement. Specifically, the scope of work addressed in this Project is drawn from the following resources:

- i. PPL Energy Services – Scoping Audit Report, February 17, 2009.
- ii. CLEAResult Consulting – Energy Benchmarking Report, November 30, 2009
- iii. Internal Audits performed by City of Lancaster, PA Facilities Manager, Dave Schaffhauser

D. Scope Of Work

Lancaster Recreation Center –

The following activities will take place at Lancaster Recreation Center, 525 Fairview Ave., Lancaster, PA 17603. The Recreation Center Building was constructed in 1978 and contains approximately 19,875 sq ft. It is of masonry construction with brick facing and a flat roof. The building is heated and cooled using electricity.

1. Mechanical:

- a. Install natural gas service from street to new rooftop units installed as part of this total project.
- b. Replace (HEP-1) Heat Pump serving office with gas fired heat, and AC package unit. Unit would produce 102MBH Heat and 117MBH Cooling.
- c. Replace (HR-1) Air Handler with Heat Recovery Wheel which uses 120MBH of electric coil heat. Replace with natural gas fired unit with Heat Recovery wheel. Existing is > 30yrs.
- d. Replace (AC-2) Air Handler using electric heat / AC. Replace with natural gas heat / AC package unit. Existing is > 30yrs

2. Lighting Upgrades:

Lighting - Replace existing t-8 and incandescent with Super T-8, LED exit lights, and T-5 Gym lights. Also includes occupancy sensors.

Lancaster City Hall –

The following activities will take place at Lancaster City Hall, 120 North Duke St., Lancaster, PA 17602. City Hall was constructed in 1891 and contains approximately 21,700 sq ft. The building is two stories with a combination of flat and peaked roof. It is built of steel and masonry. It has a two pipe hydronic heat and cooling. Heat is provided by a natural gas boiler. Cooling is provided by electric chiller.

1. Mechanical:

Replace old (greater than 30 yr) chiller, boiler, and circulator pump. Replace with hi efficiency boiler, chiller and circulator.

2. Lighting Upgrades:

Lighting - Replace all existing T-12 and incandescent lighting with Super T-8, LED exit lights, and T-5HO gym lighting. Also add occupancy sensors where appropriate.

City Police Station –

The following activities will take place at Lancaster Police Station, 39 W. Chestnut St, Lancaster, PA 17603. The Police Station was constructed in 2004 and contains approximately 60,000 sq ft. The building is four stories with a flat roof. It is built of steel frame with masonry facade. It is heated with natural gas and cooled using electricity.

1. Mechanical:

- a. Replace 2 @ 50 hp AHU motors, plus one 10hp HW pump motor with hi-efficiency motors.
- b. Add VFD to 10hp HW pump motor for efficiency.

2. Lighting Upgrades:

Lighting - Replace select building lighting with Super T-8. Also replace Metal Halide Garage lighting with Super T-8 unit. Install occupancy sensors where appropriate.

Fire Stations #1, and #3 –

The following activities will take place at Fire Station #1, and Fire Station #3. Fire #1 is located at 425 West King St., Lancaster, PA 17603. Fire Station #1 was constructed in 1964. It contains approximately 5,400 sq ft. The building is one story, masonry, with a flat roof. It is built of masonry. It has gas heat with some cooling. Lighting is old and outdated T-12. Fire #3 is located at 335 East King St, Lancaster, PA 17602. It was constructed in 1976. It contains approximately 5,700 sq ft. The building is one story with a flat roof. It is built of masonry. It has gas heat with some mechanical cooling. Lighting is old and outdated T-12 fixtures and lamps.

1. Lighting Upgrades:

At both Sites existing lighting will be upgrades to Super T-8 in crew rooms, storage, and bathrooms. Upgrade to T-5 in Apparatus Garages at both sites. Install occupancy sensors where appropriate.

Southern Market Center -

The following activity will take place at Southern Market Center, 102-112 South Queen St., Lancaster, PA 17603. The Southern Market Center was constructed in 1888. It contains approximately 41,534 sq ft. The building is three stories with a barrel vault roof. It is built of brick in the style of its era. It has a water source heat pump system for heating and cooling. Natural gas is used to heat with a cooling tower to remove heat from the water loop. Lighting is old and outdated T-12. Some areas have Metal Halide fixtures.

Lighting Upgrades:

- a. Upgrade existing lighting to Super T-8 in offices and halls. Install LED exit lights. Replace Metal Halide with T-5 in second floor open office. Install Occupancy sensors where appropriate.

Alternate Projects:

Provide separate pricing for developing specifications for each of the following Alternate Projects.

Alt Project 1 - Fire Station #3

Develop specifications to replace existing package gas heat / AC unit located on West roof. New install should be placed on a new roof curb, with new ductwork installed between ceiling deck and Suspended ceiling in crew room below. All old ductwork on roof is eliminated. Roofing repairs to be included in scope of work.

Alternate Project 2 - Southern Market Center

Develop specifications to replace existing cooling tower on roof. Include new pipe insulation above roof deck.

A. Design Phase

1. Plans, Specifications, and Bidding Documents

Prepare complete plans, specifications, and bid documents necessary for contractor to construct the proposed improvements. The consultant shall prepare preliminary and final engineering or architectural reports, applications and cost estimates for the project. All plans shall be submitted in hard copy and digital format using Auto CAD current version. Prepare all plans and specifications in accordance with current Pennsylvania Department of Environmental Protection requirements and any applicable requirements of other agencies having jurisdiction over the project. Include preparation of detailed construction drawings. City will provide input during the design phase and will review

the construction plans, specifications and contract documents. Consultants shall furnish capital and operating cost estimates at the 50% and 100% complete stages of the design effort.

Submit four (4) copies of preliminary reports, plans and specifications and ten (10) copies of final reports, plans and specifications.

2. Electrical and Structural Investigations

Provide all necessary investigations of electrical and structural conditions for the design of the project. This includes necessary site visits, discussion with staff or other tests as may be needed to complete the design.

4. Agency Coordination

Prepare for all necessary permits and obtain all necessary agency approvals. Furnish all agencies with four complete sets of plans and specifications for review and approval. If necessary, the City staff will present the plans to the City's Planning Commission for review. Include staff time to make any necessary revisions based on Agency review comments.

5. Public Involvement

Prepare all exhibits, documentation, and handout material and attend two informational meetings with the neighborhood/civic association group.

6. Meetings

Consultants shall attend five (5) meetings with City representatives.

7. Bidding Process

The City's Purchasing Department will assist in preparation of the Contract Documents and putting the plan/specifications (as supplied by the consultant) out for bid.

8. Award

Consultant shall prepare bid clarifications and addenda to the bidding document as may be required during the bidding process. The project manager will schedule and conduct pre-bid conferences with the perspective bidders, shall attend the bid opening and shall evaluate all bids and prepare recommendations for the City of Lancaster concerning the contract award.

B.

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1.

Site

Visits.

The City of Lancaster shall use in-house staff to perform inspections of the project and construction management will be awarded under a separate contract. However, the Consultant shall make periodic site visits as may be necessary to become generally familiar with the progress and quality of the work and to determine, in

general, if the work is preceding in accordance with the contract documents. On the basis of such on-site observations, the Consultant shall take the appropriate steps to guard the City of Lancaster against defects and deficiencies in the work of the contractor. The Consultant shall not be required to make exhaustive or full-time observation to check the quality or quantity of the work, but shall make as many observations as may be reasonably required to fulfill its obligation to the City. Periodic visits shall be made not less than once per week.

2. Change Orders.

The Consultant shall review, sign and verify the validity of all change orders and payment applications and submit to the City for approval, execution and processing.

3. Shop Drawings.

The Consultant shall review and approve shop drawings, samples and other submissions of the contractors, as well as the work performed by the contractors in conformance with the design intent of the project and for compliance with contract documents.

4. Clarification.

The Consultant shall make all interpretations of requirements in the contract document and shall prepare any necessary amendments of supplementary instructions.

5. Record Drawings.

The Consultant shall prepare mylar as-built drawings based on the marked up contract drawings and any supplementary post design drawings. The City will supply the Consultant with a marked up set of prints of the contract drawings indicating adjustments and/or changes made during construction. The Consultant shall correct the mylar drawings to as-built conditions based on the marked up prints and revisions made during the course of construction.

C. Submission Requirements

Proposals shall be written, concise, and presented in the following format, utilizing the headings presented below for the organization of responses. Respondents shall provide sufficient detail to enable evaluation of the proposal.

1. Statement of Qualifications

- a. Project Manager – Identify the Project Manager for the entire scope of services, where he/she will be located, the percentage of his/her time that will be devoted to the project, and the qualifications he/she has that are particularly relevant to this project. Include brief descriptions of projects (not exceeding three

projects) of similar size and scope handled by the project manager within the last five years. Provide (1) mailing address, (2) telephone number, (3) fax number, and (4) e-mail address.

b. Experience – Outline the performance of projects of similar size and scope handled by the project manager within the last three (3) years. Include project consulting fees, ability to meet project deadline, extras added after the contract, project size and list a reference name, address and phone number. The firm's local office experience on similar projects is relevant only.

c. Qualifications – Provide qualifications of the firm as well as qualifications of all individuals who will be assigned to the project, including education and experience related to mechanical and electrical construction. Identify specific engineer(s) and/or technician(s) that will be assigned to this project and provide evidence of their registration pursuant to Pennsylvania Registration Law. Provide an organization chart that clearly identifies each team member and responsibility. Provide résumés of all key members, highlighting each member's specific experience that relates to this Project.

d. Collaborators/Subcontractors – If collaboration with another professional firm for either the design or construction component of this project will occur, provide all above information for that firm as well.

e. Quality Control – Detail the firm's quality control program and ability to keep projects on schedule and within budget.

f. References – Provide references, including telephone numbers, and e-mail addresses, for each of the projects described above.

2. Detailed Presentation of Tasks

a. Overview of Proposal – Present a narrative (no more than six pages and with a minimum 10-point font) that provides a clear description of the key elements of the work program and indicates a full understanding of the desired results. Explain methodology for accomplishing each element. If the proposal deviates from the stated conceptual design elements and scope of work, indicate the reason(s) for the deviation.

b. Action Plan and Schedule – Provide a flowchart of the sequence of work activities and a step-by-step timetable for each work activity, including estimated amount of time to accomplish each task and total time to complete all tasks. The time devoted to the design and final plan phase shall not exceed 6 months, and time devoted to the construction phase shall not exceed 10 months.

c. Project Budget – Provide a detailed budget with costs of each work element. Information should include the hourly rates of staff members/ subcontractors assigned to each element and the amount of time anticipated for each element.

Detailed costs and subtotals shall be provided for the design phase and the construction phase.

3. Number of Copies and Submission Deadline

Ten copies of the Proposal shall be submitted to Charlotte Katzenmoyer, Director of Public Works, by 5:00 p.m., September 1, 2010. Deliver or mail to Ms. Katzenmoyer at City of Lancaster, P.O. Box 1599, 120 North Duke Street, Lancaster, PA 17608-1599.

D. Evaluation Of Proposals

The City of Lancaster will evaluate all proposals, interview and select the consultant or consultants best qualified to perform the scope of work. The Qualification Based Selection Process (QBS) will be used.

We understand that ranking a consultant based on qualifications far outweighs all other considerations. However, final consultant selection will be based on a combination of the consultant's staff qualifications and cost. The City will begin negotiations with the highest ranked consultant and develop a final work scope and refine compensation.

The City will evaluate and rank all proposals, interview the top-ranked Consultants, and select the Consultant best qualified to perform the scope of work. The City intends that the award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City, taking into consideration the following evaluation factors:

1. Completeness of the proposal.
2. Quality, quantity, and relevance of Consultant's and subcontractors' experience, resources and creativity.
3. Staff size and qualifications.
4. References.
5. Fee
6. Such other information as may be required or secured.

The City reserves the right to reject any and all proposals for any reason and to adjust elements of the proposal if circumstances so warrant. The City also reserves the right to negotiate with one or more Consultants in regard to the scope of work or time of completion. Furthermore, the City reserves the right to seek new proposals when such procedure is reasonably in the best interest of the City to do so.

Award shall be made to the responsible firm/s whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below. Only submissions that are complete and returned within the time limit will be considered.

E. Insurance Requirements

Consultant agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the City as an additional insured, insuring payment of damages arising out of the performance of professional services for the City, in consultant's capacity as engineer if such damages are caused by error, omission, or negligent act of the insured of any person of the organization for whom the insured is legally liable and responsible. Such insurance cannot be canceled until thirty (30) days after the City has received notice of the insured's intention to cancel the insurance.

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Lancaster, its agents, and employees from any litigation involving Workers' Compensation, Public Liability and Property Damage, involved in the work. All subproposer must also furnish copies of their liability insurance and Workers' Compensation Insurance certificates to the City. The City will allow no subcontractor unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

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

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

- A. Workers' Compensation - as provided by law.
- B. Employers Liability - one accident - \$100,000.00.
- C. Proposer's Protective Liability - B.I. - 1,000,000/\$2,000,000.
- D. Proposer's Protective Liability - P.D. - \$1,000,000/\$2,000,000 or for items C & D together \$1,000,000/\$5,000,000 combined single limit in the aggregate.
- E. Public Liability - B.I. - \$1,000,000/\$5,000,000.
- F. Public Liability - P.D. - \$1,000,000/\$1,000,000 or for items E & F together \$1,000,000/\$5,000,000 combined single limit in the aggregate.
- G. Automobile Insurance - B.I. - \$1,000,000/\$2,000,000.
- H. Automobile Insurance - P.D. - \$1,000,000 or for items G & H together \$1,000,000/\$5,000,000 combined single limit in the aggregate.
- I. Error & Omissions Insurance - \$500,000/\$500,000

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

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

F. Contract with City

Upon final selection of the Consultant, the City will enter into a contract with the Consultant for the agreed-upon scope of work. Funding for this contract has been allocated to the City by the Government's Energy Efficiency and Conservation Block Grant (EECBG), and the contract will be subject to all rules and regulations of EECBG and the City of Lancaster applicable to this grant and to contracts for professional services. The contract for professional services will include standard requirements, such as nondiscrimination, conflict of interest, professional liability insurance, workers' compensation, property damage insurance, right to audit records, observance of laws, ordinances and regulation, contract termination, and subcontract requirements, among others.

G. Equal Employment Opportunity

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

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

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further City contracts.

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

H. Employment of Certain Persons Prohibited

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

I. City Information

An executed Non-Collusion Affidavit, as attached hereto, must be submitted with the proposal. The successful Proposer and collaborating subcontractors will be required to submit an Indemnity Agreement, Stipulation Against Liens, Non-Discrimination Statement and Certificates of Insurance for Workers' Compensation, Public Liability and Property Damage insurance at the time of Contract execution. The City will not execute the Contract prior to receiving all stipulated City information.

J. Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process, which shall be submitted to the Director of Public Works in writing and received by her ten (10) days prior to the proposal submission deadline. Direct written inquiries to:

Charlotte Katzenmoyer
Director of Public Works
120 North Duke Street
Lancaster, PA 17608
FAX: (717) 291-4713
email: ckatzenm@cityoflancasterpa.com

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

Any interpretation made to prospective Proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of proposals.

K. Right To Audit Records

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

L. Dissemination Of Information

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

M. Permits/Licenses

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

N. Observance Of Laws, Ordinances and Regulations

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment. This shall include, but not be limited to the following: Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5), Buy American provision; All current Department of Energy's (DOE's) State Energy Program (SEP) and Energy Efficiency and Conservation Block Grant (EECBG) Program guidelines.

O. Withdrawal Of Proposals

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

P. Proposal Rejection

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

Q. Execution of Contract

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

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

R. Contract Termination

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

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.

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

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 Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

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

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval, or submission of the bid.

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

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

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

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

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

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Lancaster 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 affiant; 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 Lancaster, 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 Lancaster in awarding the contract(s) for which this proposal 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 Lancaster of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20__

Notary Public

My Commission Expires

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF LANCASTER, dated _____, 20 __, providing for the

City of Lancaster, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of Lancaster, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF LANCASTER, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the PROPOSER, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Lancaster.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned PROPOSER, any SUBPROPOSER or material man, nor any other person furnishing labor or materials to the said PROPOSER under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Lancaster County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20____.

(SEAL)

(CITY OF LANCASTER)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(PROPOSER)

ATTEST:

BY: _____

TITLE: _____

NON DISCRIMINATION STATEMENT

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

BIDDER

TITLE