

**CITY OF HARRISBURG
REQUEST FOR PROPOSALS**

The City of Harrisburg will accept sealed proposals for: **Request for Proposal #-05-2014 – Lawn Maintenance & Snow Removal**. Proposals must be received by the City of Harrisburg, the Rev. Dr. Martin Luther King, Jr. City Government Center, Office of Purchasing, 10 North Second Street, Suite 302A, Harrisburg, PA, 17101 until **3:00 P.M., Wednesday, November 5, 2014**. Proposals may be obtained by calling the Office of Purchasing at (717) 255-7281 or by visiting the City’s website at www.harrisburgpa.gov.

The City reserves the right to reject any or all proposals and also reserves the right to waive irregularities in any proposals.

The City of Harrisburg is committed to providing employment opportunity in all aspects of employment without regard to race, color, religion, gender, sexual preference/orientation, national origin, citizenship, age or physical/mental disability.

TO BE IN: Central Penn Business Journal

Friday – October 24, 2014

Friday – October 31, 2014



Mayor Eric Papenfuse

City of Harrisburg

Request for Proposal # 05 - 2014 For Lawn Maintenance & Snow Removal

Proposal Information

Submittal Deadline:

Wednesday –November 5, 2014, 3:00 PM

Contact:

Damian L Slaughter

Phone: 717-255-6404

Email: dslaughter@cityofhbg.com

Mailing Address:

Rev. Dr. Martin L. King Jr. City Gov't Center

Office of Purchasing

10 N. 2nd Street - Suite 302

Harrisburg, PA 17101

Section 1 – Introduction and Instructions

1.0 Objective of Request for Proposals (RFP)

The City of Harrisburg (hereinafter “City”) is soliciting competitive sealed proposals to contract for the Lawn Maintenance and Snow Removal of City-owned properties.

1.1 Proposal Due Date

Proposals will be accepted at The Rev. Dr. Martin Luther King, Jr. City Government Center, Office of Purchasing, 10 North Second Street, Suite 302A, Harrisburg, PA, 17101 until 3:00 P.M., local prevailing time, Wednesday – November 5, 2014. Please note that this deadline is for actual materials received at City Government Center, not a postmark deadline. Proposals received after this deadline noted will not be considered. Please refer to Section 5 for specific proposal submission instructions.

1.2 Proposal Opening Date

Proposals will be opened publicly immediately thereafter in the City Government Center, Suite 304B. Only the name of each consultant having submitted a proposal shall be read publicly. All other information contained in each proposal shall be treated as confidential information to avoid disclosure of contents prejudicial to competing consultants.

1.3 Amendments to Submitted, Unopened Proposals

Amendments to or withdrawal of submitted, unopened proposals will only be allowed if requests for such changes are received prior to the deadline set for submittal of proposals in Section 1.1 above. No amendments or withdrawals will be accepted after the deadline unless such amendments or withdrawals are in response to a City request.

1.4 Required Review of RFP Package Defects

Prospective consultants shall carefully review this RFP for defects. Comments concerning defects must be made in writing and received by RFP’s contact (see RFP cover page) at least ten (10) business days prior to the due date of the proposal. This will allow time for the issuance of any necessary addenda.

1.5 General

All questions regarding the RFP must be submitted in writing to the RFP contact. Telephone conversations must be confirmed in writing by the interested party. Two types of questions generally arise. One type may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP.

The decision on whether or not an addendum is required shall be made by the City. If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the City. **If you obtain a copy of this RFP from the City's website, it is your responsibility to provide the City with your contact information.**

1.6 Receipt of RFP Package

The City is the sole authority to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The City assumes no responsibility for errors, omissions or misinterpretations in a proposal resulting from a proposer's use of an incomplete RFP package.

Proposers who have received the RFP package from a source other than the City are advised to contact the RFP's contact to provide their company name, address, telephone number, fax number and contact name. This will ensure that the proposer will receive all communications regarding the RFP such as Addenda and Clarifications.

1.7 Preparation Costs

The City will not be responsible for any costs associated with the preparation, submittal or presentation of any proposal.

1.8 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City and may be returned only at the City's option. Information contained in the proposals will not be disclosed during the evaluation process. Under prevailing Pennsylvania "Right to Know" laws public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, the winning proposal will become public information. Copies of said public records may be requested through the Right-to-Know Officer, located in the Office of the City Solicitor.

Trade secrets and other proprietary data contained in proposals may be held confidential if a proposer requests, in writing, that the City does so, and if the City agrees, in writing, to do so. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for confidentiality.

1.9 RFP Timeline

Following is the City's estimated timeline for the RFP process:

Issue RFP **October 24, 2014**
Cutoff for Submission of Written Questions **November 3, 2014**

Opening of Submitted Proposals..... **November 5, 2014**
Commencement of Work..... **November 15, 2014**

1.10 PURPOSE

It is the intent of this Request for Proposal (RFP) and resulting contract for specified maintenance duties to be performed on vacant lots and structures owned by the City of Harrisburg. Specific locations are listed on the attachment A.

Section 2 – Notice to Bidders

- 2.1** The proposal evaluation will take into account all relevant criteria, including but not limited to price, qualifications and any exceptions or deviations taken by the Bidder.
- 2.2** The price must be neither directly or indirectly the result of any agreement with any other Bidder. All Bidders must complete the enclosed Non-Collusion Affidavit as part of the bidding requirements.
- 2.3** To the fullest extent permitted by law and to extent claims, damages, losses or expenses incurred not otherwise covered by insurance purchased by the Contractor shall indemnify, defend and hold harmless the City as well as the agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees arising out of or resulting from performance of the Work or negligent acts of the Contractor, a Subcontractor, or any individual working on behalf of or under the Contractor’s supervision, and anyone directly or indirectly employed by any of them or anyone for whose acts, they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Agreement. In no event shall Contractor be liable for any claims, damages, losses and expenses arising out of City’s own negligence.
- 2.4** In compliance with Chapter 5-715 of the Codified Ordinances of the City of Harrisburg, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License and pay the mercantile tax. The successful Bidder on this contract must obtain a Mercantile License for the contract year. For further information contact the Tax & Enforcement Office at (717-255-6513).
- 2.5** Insurance – The successful Bidder, at its expense, shall carry and maintain, in full force at all times during the contract term: (1) General liability coverage insuring personal injury and damage to property with limits of no less than

\$1,000,000 per occurrence, \$2,000,000 aggregate: The successful respondent shall, upon request, produce a certificate of insurance evidencing the above policies, and naming the City of Harrisburg as an additional insured on the policies.

2.6 No contract may be assigned, sublet or transferred without written consent of the City of Harrisburg.

2.7 The proposal must be signed by a partner or in the case of a corporation by the president, vice-president and the secretary or treasurer or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.

2.8 No proposal will be considered unless bid price is firm and clearly defined. Conditional proposals will not be accepted.

2.9 Reservation of Rights

The City reserves, and may at its sole discretion, exercise the following rights with respect to this RFP and all proposals submitted pursuant to this RFP:

A. To reject all proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

B. To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth in Section 5 herein or it is otherwise determined to be in the best interest of the City to reject the proposal.

C. Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the City determines, in its sole discretion, it is in the City's best interest to do so.

D. To reject the proposal of any Bidder that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise deemed to not be a responsible Bidder.

E. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.

F. To require that Bidders appear for interviews and/or presentations of their proposals at City offices.

- G. To require references from Bidders' previous clients on projects similar in type and scope to the work sought in this RFP.
- H. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any proposal.

Section 3 – Award of Contract

- 3.1 The City shall award a contract to the lowest responsible Bidder. This contract shall be run through **October 31, 2015**.

Section 4 – Contract Content

- 4.1 The contract(s) resulting from the award of this RFP will consist of this RFP, the Bidder's proposal, and any additional information deemed necessary as a result of the negotiations held with the successful Bidder(s).

Section 5 - Proposal Format and Content

5.0 Submission of Proposal

Proposals shall be submitted in one (1) original and one copy on 8 ½" x 11" paper to: City of Harrisburg. The original proposal shall be marked "original" and each copy of the proposal must be a complete copy of the original including all attachments and appendixes.

Each proposal section enumerated in paragraph 5.2 - 5.5 must be clearly identified and tabbed in the submitted proposal.

5.1 Proposal Format

The City discourages overly lengthy and costly proposals; however, proposers should follow the format set out herein and provide all of the information requested. For a proposal to be considered, proposers must follow the instructions outlined in this RFP.

5.2 Transmittal Letter

Proposals shall include a brief letter which provides the company's name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number and email address of the company's contact person for this project; a statement that the proposal is in response to this solicitation; and the signature, typed name and title of an individual who has actual authority to commit the proposer to the proposal. The transmittal letter shall also include an acknowledgement of each RFP Addendum received (if applicable), and a statement that the cost proposal is valid for a minimum of ninety

(90) days from the proposal opening date.

Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the Principal Officer of the corporation. The proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

5.3 Understanding of the Project

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and which illustrates how their methodology will serve to accomplish the work and meet the project schedule.

5.4 Qualification Statement

Each proposal shall include, at minimum, the following information about the company:

- a. The number of years the company has been in business providing these services.
- c. Work History
- d. Three References with contact information
- e. Copy of City Mercantile License.

5.5 Conflict of Interest

Each proposal shall include a conflict of interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by the City, and whether or not the company or any individuals working on the contract has a possible conflict of interest, and, if so, the nature of that conflict.

To preserve the integrity of City employees and elected officials and to maintain public confidence in the RFP process, the City prohibits the solicitation or acceptance of anything of value by a City employee or elected official from any person seeking to initiate or maintain a business relationship with City departments, boards, commissions, and agencies.

Section 6 – Content of Proposals and Required Submissions

- 6.1** All proposals must be typed or neatly completed in pen. Any erasures or other changes in the bid unit prices or total price must be explained or noted over the signature of the bidder and failure to do so may result in the rejection of your bid.
- 6.2** All proposals shall contain sections which organize the information that bidders are required to submit, as provided below. Each section shall be clearly delineated with quick reference dividers.
- 6.3** The first section of the proposal shall contain information on the services to be provided by the bidder relative to the services to be provided under this RFP. The successful bidder shall demonstrate that it has the capacity to provide the services required herein for the duration of the term of the contract.
- 6.4** The second section of the bid proposal shall contain a completed copy of each of following: 1) the cost certification sheet with signature, 2) the non-collusion affidavit, 3) Conflict of Interest Disclosure, 4) Drug Free Workplace Certification and 5) a statement which clearly identifies any and all deviations or exceptions that the bidder may be taking to the RFP.
- 6.5** The next section of the bid proposal shall contain information relative to the availability of the insurances.
- 6.6** The final section of the bid proposal shall contain any additional information that the bidder believes is relevant and should be considered by the City. This may include, but is not limited to, a qualification statement demonstrating Bidder's experience in similar jobs.

Section 7 - Evaluation Criteria and Process

- 7.1 Financial stability of the Bidder.
- 7.2 Compliance with the essential minimum experience and qualifications of the Bidder.
- 7.3 Work history.
- 7.4 Evidence of sufficient levels of insurance coverage.

Section 8 - Scope of Work

Addresses and a corresponding map number identify each property. The contract has been divided into six sections. Please review the lots in each section and place your bid for that section on the Cost Certification sheet. All of the Cost Certification sheet must be completed. Please be sure to price each section separately. Due to the volume of property owned by the City, several contractors may be selected.

8.1 Lot Maintenance:

Contractor(s) shall provide all labor, tools and equipment to cut weeds, grass and small trees (5 inches in diameter or smaller, in most cases) and remove debris from various lots as assigned by the City of Harrisburg, Department of Building and Housing Development, hereinafter referred to as "DBHD". All grass, weeds, underbrush and small trees shall be cut flush to the ground. If a fence exists, all grass must be cut inside and outside of fence (weed-whack around fence posts). If a sidewalk exists, the grass on both sides must be cut. All cut trees; excessive vegetation, litter, trash and debris shall be removed from and around the property site and must be properly disposed. The surface of the lot shall be left free and clear of all debris.

Contractor(s) shall maintain his or her list of properties when contacted by DBHD and within 24 hours AFTER snow ceases. All snow and ice must be cleared at least 3 feet wide. In cases when the property is a structure, steps and/or walkway must also be cleared at least 3 feet wide. In cases when the property is on a corner, the front and sides must be cleared at least 3 feet wide. In cases where a fire hydrant is located on the property, the area surrounding the fire hydrant must be cleared a minimum of two (2) feet.

If a lot contain debris other than those mentioned above please immediately notify DBHD staff. **Large or excessive debris shall be removed with the price of removal negotiated with DBHD before work commences.** Construction materials, appliances, tires, etc., are not accepted by the City Waste Recovery Facility. Therefore, these items should be disposed of at an approved local landfill location. Contractors will be required to submit dumping receipts from disposal

sites with their invoices. Should any contractor dispose of trash and debris at an illegal site, it is grounds for immediate contract termination.

8.2 **Work Assignments, Inspection and Completion Time:**

Contractor(s) shall maintain his or her list of properties as specified in schedule, unless otherwise directed by a representative of DBHD. All work shall be completed in a time specified by the Contract. Extensions of this provision in cases of adverse weather conditions or other unforeseen delays shall only be granted by DBHD in writing. Upon award, contractors will be **required to submit a schedule** of lots and the order that they will be maintained. Failure to comply with this guideline is grounds for contract termination.

Lawn maintenance must be completed by Friday and invoices turned in to DBHD by Wednesday. DBHD staff must inspect and approve all work done prior to payment being initiated. DBHD may add or delete property by requesting and negotiating change orders.

Contractor(s) shall maintain his or her list of properties when snowfall is at 4 or more inches. All snow and ice must be cleared at least 3 feet wide. In cases when the property is a structure, steps and/or walkway must also be cleared at least 3 feet wide. In cases when the property is on a corner, the front and sides must be cleared at least 3 feet wide. In cases where a fire hydrant is located on the property, the area surrounding the fire hydrant must be cleared a minimum of two (2) feet. After each snow fall a staff member from DBHD will contact each contractor to issue a proceed order. Every contractor must maintain his or her list of properties within 10 hours after being contacted.

8.3 **Contract Billing:**

Contractor shall bill for the price quoted regardless of the condition of the property at the time of performance. The contractor is responsible for verifying site conditions before submitting a bid. Payments will be made after DBHD inspects the work performed. Any discrepancies between actual work done and the amount shown on the bills are grounds for contract termination. Billing shall not include any downtime due to equipment failure or other adverse conditions. The City will not be responsible for any damage or repairs to equipment caused in the performance of the contract.

DBHD reserves the right to add or delete properties from the maintenance list throughout the contract period. The price change for any changes to the property list shall be based on the average cost per square foot for that section of the contract.

8.4 **Contract Selection:**

The City will award to the lowest bidder for each section from among responsive and responsible bidders. Factors to be considered include, but are not limited to, quality of work and compliance to previous contracts and the capacity of the contractor to fulfill contract requirements. The City reserves the right to select several contractors, thus dividing the property list, and also reserves the right to reject any/or all bids.

8.5 Cancellation Clause:

Should the contractor fail to perform the work as stated in this specification, DBHD reserves the right to immediately cancel the contract and assign work to another contractor at the same rate of pay.

8.6 No Subcontractor:

The contractor assigned must perform all work under this contract. It is not permissible to subcontract any of this work. DBHD contracts are non-transferable.

8.7 Accidents and Safety:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials and equipment to be incorporated therein, whether in storage on or off the sites under the care, custody or control of the Contractor.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fencing, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with Federal and State safety regulations and at the site of the work, shall maintain such equipment and medical facilities as necessary to supply first-aid service to anyone who may be injured. The Contractor must promptly report in writing to DBHD, all accidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site and which caused death, personal injury or property damages, giving full details and statement of witnesses. If any claim is made by anyone against the Contractor because of any accident, the Contractor shall promptly report the facts in writing to DBHD.

General Conditions

1. Definitions and Headings

a. The Request for Proposal, the proposal, the notification of award and the purchase order (if any) or contract constitutes the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "City" or "City of Harrisburg" and "Consultant" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the services to be performed by Consultant under this Agreement. The "Goods" means the equipment or items to be supplied by Consultant under this Agreement.

b. All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

2. **Precedence:** Where conflict exists between the Request for Proposal, the Consultant's Proposal and any other signed document, the terms of this Request for Proposal shall prevail unless specifically stated to the contrary in a subsequently signed contractual document.

3. **Availability of appropriated funds:** The parties agree that any and all payments due from the City as required under the terms of the Agreement are contingent upon the availability of appropriated funds.

4. **Taxes:** The City is exempt from all Federal excise and transportation taxes and Pennsylvania sales and use tax. The City's IRS Employer Identification Number is 23-6002010. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a Consultant from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used in connection with the performance of this contract.

5. **Warranty:** Consultant warrants to the City that work performed under this Agreement shall be done in a skilled manner and shall comply with industry standards. Consultant shall promptly re-perform Services after receiving notice from the City of defects or nonconformance with such standards.

6. **Indemnity:** Consultant agrees to indemnify and hold harmless the City, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Consultant, its subcontractors or its respective agents, servants, or employees or

such parties' failure to perform in accordance with the provisions of this Agreement.

7. **Force Majeure:** Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargos; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.
8. **Termination for convenience:** The City reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Consultant. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Consultant shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by the City for such Goods or Services, but in no event shall Consultant be entitled to recover loss of profits.
9. **Termination for Cause:** In the event that either the Consultant or the City defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Consultant shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Consultant shall give the City written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City, the City may terminate this Agreement immediately upon written notice thereof to Consultant.

10. **Notices:** All notices required under the Agreement resulting from the award of this RFP shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in the Agreement.
11. **Time is of the essence:** Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the City reserves the right, without liability, and in addition to its other rights and

remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Consultant with any loss of additional cost incurred.

12. **Ownership of Work Product:** The City, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Consultant in the performance of this Agreement.
13. **Records, Audit and Inspection:** Consultant shall maintain such records as may be necessary to adequately reflect the accuracy of Consultant's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Consultant shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefore. The City and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Consultant in connection with this Agreement. The City and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Consultant's normal business hours, Consultant's production and related facilities utilized to perform its obligations under this Agreement.
14. **Assignment:** Consultant shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the City. Such consent shall not be unreasonably withheld. Any assignment consented to by the City shall be evidenced by a written assignment agreement executed by the Consultant and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
15. **Publicity:** Neither Consultant nor any subcontractor shall use the name of the City of Harrisburg, or quote the opinion of any City employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.
16. **Compliance with laws:** In the performance of this Agreement, Consultant shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.
17. **Independent Consultant:** The employees, subcontractor, methods, facilities, and equipment used by Consultant shall be at all times under Consultant's direction and control. Consultant's relationship to the City under this Agreement shall be that of an independent Consultant, and nothing in this Agreement shall be construed to constitute Consultant, its subcontractors or any of their employees

as an employee, agent, associate, joint venture, or partner of the City.

18. **Substance Abuse:** Consultant shall advise its employees and the employees of its subcontractors and agents that:

(a) It is the policy of the City of Harrisburg to provide a drug-free work environment. To that end the City prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

(b) Any employee of Consultant who is found in violation of the policy may be removed or barred from the work site at the discretion of the City.

19. **Governing Law:** This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision.

20. **Consultant Certification:** Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government, and if the Consultant cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.

If the Consultant enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof, the City shall have the right to require the Consultant to terminate such subcontracts or employment, at no cost to the City. The Consultant agrees to reimburse the City for costs and expenses incurred due to the Consultant's noncompliance with the terms of this certification requirement.

21. **Severability:** The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

22. **Reservation of Rights:** Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from

any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

23. **Entire Agreement:** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed by a duly authorized official of the City and by a duly authorized individual of the Consultant.

---- END OF GENERAL CONDITIONS ----



Eric Papenfuse, Mayor

City of Harrisburg



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

Contractors and Vendors All Programs

Conflict of Interest Disclosure

All contractors and vendors for the City of Harrisburg's Building and Housing Development contracts are required to comply with Federal Regulations prohibiting conflicts of interest. The regulation concerns the following groups of people:

- a) Employees, program participants, consultants, officers, elected or appointed officials of the City of Harrisburg, or;
- b) Employees, consultants or officers of any firm or agency receiving funds for, or participating in City activities.

Please answer the following questions so that it may be determined if a conflict of interest exists:

1. Are you now, or have you been in the preceding year, in either category (a or b) described above?

Yes____ No____

2. Is any member of your household or family now, or have you been in the preceding year, in either category (a or b) described above?

Yes____ No____

3. Is any person with whom you have a business relationship, or have had in the preceding year, in either category (a or b) described above?

(A person with whom you have a business relationship includes your employees, partners, shareholders, officers or directors, persons in joint ventures, landlords, lenders, sellers of real estate, consultants, clients, co-workers, major equipment lessors or suppliers.)

Yes____ No____

Please disclose any person(s) names with whom you may have determined that a potential conflict exists.

I hereby certify, under penalty of law, that all information provided is complete and true to the best of my ability, and further understand that the City of Harrisburg shall use this information, in confidence, to make its determination of my eligibility for federally-assisted contracts.

Contractor/Vendor_____ Date_____



Eric Papenfuse, Mayor

City of Harrisburg

Cost Certification Sheet Lawn Maintenance



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

Description

Cost

LAWN MAINTENANCE OF THE FOLLOWING
SECTIONS OF THE CITY:

- 1. INITIAL LOT/STRUCTURE CLEANUP _____
I.E. INITIAL CUT AND REMOVAL OF TRASH AND DEBRIS

THE FOLLOWING SECTION PRICING WILL BE FOR EACH CUT AFTER THE INITIAL CLEANUP IS COMPLETED:

- 1. SECTION 1: _____
- 2. SECTION 2: _____
- 3. SECTION 3: _____
- 4. SECTION 4: _____
- 5. SECTION 5: _____
- 6. SECTION 6: _____

Grand Total Cost: \$ _____

COMPANY NAME: _____

BY: _____
(SIGNATURE OF AN AUTHORIZED REPRESENTATIVE)

ATTEST/WITNESS:

BY: _____
(SIGNATURE OF WITNESS)

BUSINESS ADDRESS: _____

TELEPHONE: _____

DATE: _____

*MERCHANTILE LICENSE NUMBER: _____

***ANY VENDOR DOING BUSINESS WITH OR WITHIN THE CITY OF HARRISBURG MUST OBTAIN A LICENSE. IF YOU ARE AWARDED THE BID, CONTACT THE TAX AND ENFORCEMENT OFFICE AT 255-6513 FOR FURTHER INFORMATION.**



Eric Papenfuse, Mayor

City of Harrisburg

Cost Certification Sheet Snow Removal



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

Description

Cost

SNOW REMOVAL OF THE FOLLOWING SECTIONS OF THE CITY:

- | | | |
|----|------------|-------|
| 1. | SECTION 1: | _____ |
| 2. | SECTION 2: | _____ |
| 3. | SECTION 3: | _____ |
| 4. | SECTION 4: | _____ |
| 5. | SECTION 5: | _____ |
| 6. | SECTION 6: | _____ |

Grand Total Cost: \$ _____

COMPANY NAME: _____

BY: _____
(SIGNATURE OF AN AUTHORIZED REPRESENTATIVE)

ATTEST/WITNESS:

BY: _____
(SIGNATURE OF WITNESS)

BUSINESS ADDRESS: _____

TELEPHONE: _____

DATE: _____

*MERCHANTILE LICENSE NUMBER: _____

***ANY VENDOR DOING BUSINESS WITH OR WITHIN THE CITY OF HARRISBURG MUST OBTAIN A LICENSE. IF YOU ARE AWARDED THE BID, CONTACT THE TAX AND ENFORCEMENT OFFICE AT 255-6513 FOR FURTHER INFORMATION.**



Eric Papenfuse Mayor

City of Harrisburg

CERTIFICATION



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

Drug-free Work Place Act of 1988 41U.S.C. 701, et seq. 54 Fed. Reg. 4946, et seq.

(Contractor name): _____ (hereinafter "Contractor") certifies that they will provide a drug-free work place by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractors work place and specifying the actions that will be taken against the employee(s) for violation of prohibited action.
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug use in the work place.
 - (2) The Contractors policy of maintaining a drug-free work place.
 - (3) Any available drug counseling, rehabilitation and employee assistance.
 - (4) The penalties that may be imposed upon employees for violations that occur in the work place.
- (c) Making it a requirement that each employee be engaged in the performance of the project contract, and be given a copy of the statement noted in paragraph (a).
- (d) Notifying the employee in the statement, required by paragraph (a) that, as a condition of employment in the project contract, the employee will:
 - (1) Abide by the terms of the statement and,
 - (2) Notify the Contractor of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (e) Notify the City of Harrisburg, Department of Building and Housing Development (DBHD) within ten (10) days after receiving notice under

Page two (2) – Drug-free work place form

- (f) subparagraph (d) (2) from an employee, or otherwise receiving actual notice of such conviction.
- (g) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such employee, up to and including termination, or,
 - (2) Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- (h) Making a good faith effort to continue to maintain a drug-free work place through the implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Signature of Contractor

Date



Eric Papenfuse, Mayor

City of Harrisburg

NON-COLLUSION AFFIDAVIT



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

Project/Contract # _____

State of _____

County of _____

I state that I am _____ of

(Title) (Company Name)

, And that I am authorized to make this Affidavit on behalf of my firm, its owners, directors and officers. I am the responsible person in this firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have /have been calculated independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) or the amount of this bid, or the approximate price(s) price(s) or approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before a bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____, its affiliates, subsidiaries, officers, directors and
(Company Name)

employees are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows.

I state that _____ understands and acknowledges that.
(Company name)

The above representations are material and important, and will be used by the City of Harrisburg in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Harrisburg of the true facts relating to the submission of bids for this contract.

(Print name and title)

(Signature as above)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
: COUNTY OF DAUPHIN :

On this, _____ day of _____, 2014, before me, a Notary Public, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires:



Eric Papenfuse, Mayor

City of Harrisburg

WORK HISTORY



Department of Building
and Housing
Development
Bureau of Housing
Phone: 255-6419

The following information is to be supplied by all bidders for lawn maintenance of vacant lots and structures owned or leased by the City of Harrisburg. Failure to furnish the requested information will result in the rejection of this bid.

1. Name and Address of Firm/Business: _____

2. Telephone: _____.

3. Principal Contact Person: _____

4. Mercantile License Number: _____

5. Summarize work completed in 2012 – 2013.

Type of Service:

Whom did you work for? (Contact person & phone number)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

If additional room is needed, please use back.

(Date)

(Signature/Title)

SECTION 1: Uptown North of Maclay

PID		
10015072	2502	Agate
10015071	2504	Agate
10015046	2509	Agate
10015050	2552	Agate
10015045	2511	Agate
10039079	2210	Atlas
10039078	2212	Atlas
10039061	2246	Atlas
10039060	2248	Atlas
10025054	559	Camp
10031044	510	Emerald
10031043	512	Emerald
10017060	610	Emerald
10033014	536	Forrest
10026050	542	Forrest
10026049	544	Forrest
10026014	571	Forrest
10012047	2139	Jefferson
10012043	2147	Jefferson
10017029	2324	Jefferson
10017028	2326	Jefferson
10017027	2328	Jefferson
10013004	2728	Jefferson
10013003	2730	Jefferson
10013002	2732	Jefferson
10013001	2734	Jefferson
10033043	2120	Moore
10040075	2151-53	N. 4th
10040074	2155	N. 4th
10040073	2157	N. 4th
10040072	2159	N. 4th
10040071	2161	N. 4th
10030067	2401	N. 5th
10026019	2124	N. 6th
10026003	2150	N. 6th
10025020	2216	N. 6th
10025013	2230	N. 6th
10025012	2232	N. 6th
10025005	2290	N. 6th
10025004	2292	N. 6th
10017080	2301	N. 6th
10017079	2303	N. 6th
10017078	2305	N. 6th
10017077	2307	N. 6th
10017076	2309	N. 6th
10017075	2311	N. 6th
10017074	2313	N. 6th
10017073	2315	N. 6th

10017072	2317	N. 6th
10017071	2319	N. 6th
10017070	2321	N. 6th
10017069	2323	N. 6th
10017068	2325	N. 6th
10017067	2327	N. 6th
10017066	2329	N. 6th
10016078	2421	N. 6th
10016077	2423	N. 6th
10016074	2429	N. 6th
10016073	2431	N. 6th
10023009	2456	N. 6th
10023008	2458	N. 6th
07003005	2011	N. 7th
10014097	622	Radnor
10030012	2448	Reel
10030011	2450	Reel
10015090	608	Schuylkill
10016019	609	Schuylkill
10015089	610	Schuylkill
10016018	611	Schuylkill
10015088	612	Schuylkill
10016017	613	Schuylkill
10015087	614	Schuylkill
10016016	615	Schuylkill
10015086	616	Schuylkill
10016015	617	Schuylkill
10016014	619	Schuylkill
10016013	621	Schuylkill
10016012	623	Schuylkill
10016011	625	Schuylkill
10015081	626	Schuylkill
10016010	627	Schuylkill
10015080	628	Schuylkill
10016009	629	Schuylkill
10015079	630	Schuylkill
10016008	631	Schuylkill
10015078	632	Schuylkill
10016007	633	Schuylkill
10015077	634	Schuylkill
10016006	635	Schuylkill
10015076	636	Schuylkill
10016005	637	Schuylkill
10016004	639	Schuylkill
10015074	640	Schuylkill
10016003	641	Schuylkill
10015073	642	Schuylkill
10016002	643	Schuylkill
10016001	645	Schuylkill
10016109	600	Seneca
10016108	602	Seneca
10016107	604	Seneca

10016106	606	Seneca
10026006	2145	Turner
10039082	408	Woodbine
10026002	561	Woodbine
10018084	600	Woodbine
10018083	602	Woodbine
10018082	604	Woodbine
10018081	606	Woodbine
10018076	616	Woodbine
10018075	618	Woodbine
10018070	628	Woodbine
10011063	632	Woodbine
10011062	634	Woodbine
10011060	638	Woodbine
10011059	640	Woodbine

SECTION 2: Forster to Maclay

PID		
12010069	314	Clinton
12010068	316	Clinton
12010067	318	Clinton
12010066	320	Clinton
12010065	322	Clinton
12010045	324	Clinton
12010043	328	Clinton
12010050	329	Clinton
12010049	331	Clinton
12010048	333	Clinton
12010047	335	Clinton
12010046	337	Clinton
12010038	309	Hamilton
12010037	311	Hamilton
12010036	313	Hamilton
12010035	315	Hamilton
12010034	317	Hamilton
12010033	319	Hamilton
12011032	421	Hamilton
12006040	512	Hamilton
12012021	513	Hamilton
12006039	514	Hamilton
12012020	515	Hamilton
12010099	332	Harris
12010098	334	Harris
12010096	338	Harris
12011089	422	Harris
12011087	426	Harris
12004018	309	Kelker
11016041	430	Kelker
12010057	1609	Logan
12010056	1611	Logan
12010055	1613	Logan
12010054	1615	Logan
12010053	1617	Logan
12010064	1624	Logan
12010063	1626	Logan
12010062	1628	Logan
12010040	1629	Logan
12010061	1630	Logan
12010039	1631	Logan
11009054	1928	Logan
11009053	1930	Logan
06032041	1329	Marion
06032040	1331	Marion
06032012	1333	Marion
11009034	344	Muench
12010119	1627	N. 3rd
12010118	1629	N. 3rd
12010117	1631	N. 3rd
11009073	1901 1/2	N. 3rd

11009072	1903	N. 3rd
11009071	1903 1/2	N. 3rd
06032036	1327	N. 4th
12010022	1608	N. 4th
12010021	1610	N. 4th
12010020	1612	N. 4th
12010019	1614	N. 4th
12010018	1616	N. 4th
12010017	1618	N. 4th
12010014	1624	N. 4th
12010013	1626	N. 4th
12010012	1628	N. 4th
12010003	1648	N. 4th
11009015	1930	N. 4th
11009014	1932	N. 4th
11009013	1934	N. 4th
11003028	2002	N. 4th
12012041	1615	N. 5th
12012040	1617	N. 5th
12006055	1707	N. 5th
12006054	1709	N. 5th
11010009	1932	N. 5th
12006018	1702	N. 6th
12006004	1736	N. 6th
11003049	326	Peffer
11003048	328	Peffer
11003047	330	Peffer
11003031	332	Peffer
11003030	334	Peffer
11009003	339	Peffer
11004047	436	Peffer
11004046(D) Lot 25	438	Peffer
06016031	1425 1/2	William

SECTION 3: Allison Hill South

PID		
09043021	1194	Christian
09043020	1196	Christian
02031035	1507	Compass Aly
02011058	209	Crescent
02011059	211	Crescent
09068088	1424	Derry
09068089	1426	Derry
09007049	1148	Market
09007050	1150	Market
09039015	1161	Market
09039016	1163	Market
09039020	1171	Market
09039021	1173	Market
09012054	1212	Market
09045006	1243	Market
09045005	1245	Market
09045004	1247	Market
09013053	1260	Market
09013054	1262	Market
09013055	1264	Market
09013056	1266	Market
09013057	1270	Market
09052022	1605	Market
09052021	1607	Market
09052020	1609	Market
09052019	1611	Market
09052018	1613	Market
09052015	1619	Market
09052001	1647	Market
02023019	325	S 16th
02023020	327	S 16th
02023025	337	S 16th
02023026	339	S 16th
02023027	341	S 16th
02023028	343	S 16th
09045016	26	S. 13th
0201025	232	S. 13th
02012027	236	S. 13th
02030025	1409	Swatara
02030026	1411	Swatara
02030027	1413	Swatara
02030030	1419	Swatara
02030031	1421	Swatara
02030032	1423	Swatara
02030033	1425	Swatara
02030034	1427	Swatara
02030035	1429	Swatara
09069034	1516	Thompson
09067008	1341	Vernon

SECTION 4: Allison Hill North

PID		
09007019	1175	Bailey
09012010	1210	Bailey
09012029	1215	Bailey
09013019	1233	Bailey
09013036	1263	Bailey
09013037	1265	Bailey
09011002	41	Balm
09011001	41 1/2	Balm
09009008	47	Balm
09009007	49	Balm
08028010	102	Balm
08028009	104	Balm
08025001	125	Balm
08024013	129	Balm
08027022	136	Balm
09021021	1420	Crabapple
15002013	2012	Forster
08029005	115	King
08029004	117	King
08029003	119	King
08024046	123	Linden
08024023	140	Linden
08024022	142	Linden
09010012	27	N. 12th
09013040	10	N. 13th
09013039	12	N. 13th
09013038	14	N. 13th
09011039	44	N. 13th
09018011	43	N. 14th
09018010	45	N. 14th
09023036	11	N. 15th
09023035	13	N. 15th
09022007	14	N. 15th
09023034	15	N. 15th
09022006	16	N. 15th
09023032	19	N. 15th
09023030	23	N. 15th
09023029	25	N. 15th
09023028	27	N. 15th
09023026	31	N. 15th
09019022	34	N. 15th
09019010	152	N. 15th
09019009	154	N. 15th
09019008	156	N. 15th
09016018	157	N. 15th
09019007	158	N. 15th
09016017	159	N. 15th
09016012	169	N. 15th

09016009	175	N. 15th
09016008	177	N. 15th
09016007	179	N. 15th
09016003	187	N. 15th
09016002	189	N. 15th
09023025	10	N. 16th
09023024	12	N. 16th
09023023	14	N. 16th
09023022	16	N. 16th
09024002	87	N. 16th
09024001	89	N. 16th
09032016	26	N. 17th
09025002	96	N. 18th
08028018	109	N. Summit
09021012	1413	Regina
09021014	1417	Regina
09018016	1422	Regina
09018015	1424	Regina
09019033	1431	Regina
09019032	1433	Regina
09019031	1433½	Regina
09019026	1441	Regina
09019025	1443	Regina
09019013	1444	Regina
09019024	1445	Regina
09019023	1447-49	Regina
09019021	1451	Regina
09016050	1506	Regina
09016051	1508	Regina
09016053	1514	Regina
09016054	1516	Regina
09016056	1520	Regina
09023005	1521	Regina
09016057	1522	Regina
09023003	1525	Regina
09023002	1527	Regina
09024056	1614	Regina
09029017	1715	Regina
09009011	1257	Walnut
09016035	1559	Walnut

SECTION 5: STUDENT HOUSING AREA

PID		
06008019	439	Boyd
06008018	441	Boyd
06008017	443	Boyd
12017021	444	Boyd
12017022	446	Boyd
06008012	1504½	N. 5th
06009007	1519½	N. 5th
12017035	1539½	N. 5th
12017036	1539A	N. 5th
06008009	1508	N. 5th
06008007	1510	N. 5th
06009009	1517	N. 5th
12017056	1520	N. 6th
12017052	1528	N. 6th
12017051	1530	N. 6th
12017050	1532	N. 6th
12017049	1534	N. 6th
12017048	1536	N. 6th
12017046	1540	N. 6th
06008016	1515	Walker
06008033	1517	Fulton
06008032	1519	Fulton
06008025	1521	Fulton
06008024	1523	Fulton
06008023	1525	Fulton
06008022	1527	Fulton
06008021	1529	Fulton
06008020	1531	Fulton
12017045	507	Harris
06008011	1506	N. 5th
06008010	1506 1/2	N. 5th
06008008	1508 1/2	N. 5th
06008006	1510 1/2	N. 5th
06008005	1512	N. 5th
06008004	1514	N. 5th
06008003	1516	N. 5th
06008002	1516 1/2	N. 5th
06008001	1518	N. 5th
12017034	1520	N. 5th
12017033	1522	N. 5th
12017032	1522 1/2	N. 5th
12017031	1524	N. 5th
12017042	1525	N. 5th
12017029	1528	N. 5th
12017040	1531	N. 5th
12017037	1539	N. 5th
06008040	420	Reily
06008037	426	Reily
06008036	428	Reily

SECTION 6: STRUCTURES

	PID		
1	10017037	2308	Jefferson
2	09032030	1622	Market
3	09032031	1624	Market
4	02012005	1249	Derry
5	02012004	1251	Derry
6	02012003	1253	Derry
8	02012008	1253	Mulberry
9	02012007	1255	Mulberry
10	02012006	1257	Mulberry
11	09043069	1150	Mulberry
12	02011016	1201	Mulberry
13	02011015	1205	Mulberry
14	02011014	1207	Mulberry
15	02011013	1209	Mulberry
16	09017027	37	N. 13th
17	09009019	60	N. 13th
18	09024071	88	N. 17th
20	05006002	1222	N. 3rd
21	12004109	1701	N. 3rd
22	12012042	1613-A	N. 5th
23	10025009	2240	N. 6th
24	10025008	2284	N. 6th
25	10024012	2332	N. 6th
26	10024013	2328-30	N. 6th
27	10016072	2433	N. 6th
28	10016071	2435	N. 6th
37	10015070	2506	Agate
38	10015057	2538	Agate
39	10015051	2550	Agate