

REQUEST FOR PROPOSALS
CONSULTING SERVICES FOR
BUSHONG DAM REMOVAL AND DAM ENGINEERING SUPPORT SERVICES
CITY OF READING

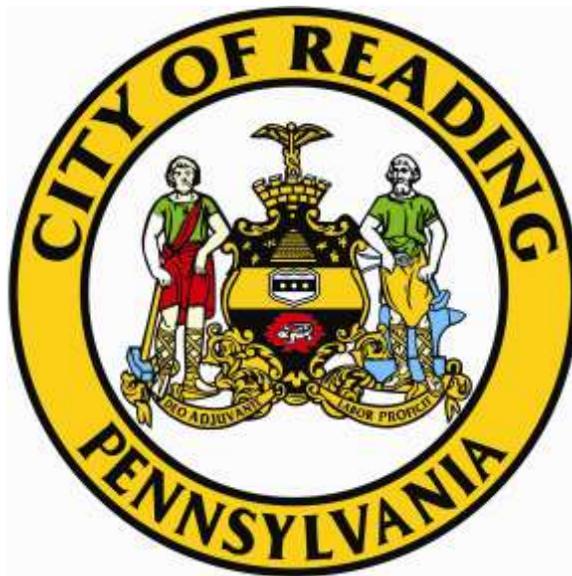


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I. REQUEST FOR PROPOSAL

The City of Reading (“City”) is soliciting proposals (each, a “Proposal”) from selected consulting firms (each, a “Proposer”) for the delivery of consulting services for the Bushong Dam Removal and Dam Engineering Support Services related to the City’s dam portfolio, hereinafter referred to as the “Project”. The City reserves the right to award all, some or none of the consulting services set forth in this Request for Proposals (“RFP”) to any one or more Proposers based on the City’s review and assessment of the Proposals meeting the criteria set forth herein. In the event the City awards consulting services pursuant to this RFP, the Proposer selected by the City (the “Selected Consultant”) may lead one or more subconsultants (“Subconsultants”) to perform the services requested by the City pursuant to this RFP.

II. INTRODUCTION AND TECHNICAL SPECIFICATIONS

PURPOSE

The City of Reading is seeking proposals for technical consulting related to the City-owned dams. In this Request for Proposals (RFP), the City is looking to improve unsafe conditions, eliminate public safety hazards, and reduce dam owner liability. This is a multiple phase project for infrastructure at multiple locations with some alternate tasks described, and this establishes multiple year wage rates for corresponding personnel by classification. The anticipated tasks and phases follow and the project award may be in part or in total. Additional tasks can be awarded and released at a future date. The contemplated tasks include design, permitting, document preparation, and construction management for dam removal, additional specific studies as recommended by our Dam Portfolio Management Report, subsequent technical report follow-up, and engineering support services related to dams, bridges, and related structures. The proposal shall detail the tasks and deliverables for the work with associated hours and costs by staff classification separated by dam location, task, and report.

SCOPE OF CONSULTANT’S SERVICES

Dam Removal

The City is requesting proposals for the survey, design, planning, permitting, documentation preparation, and construction management phases for dam removal to create a free-flowing stream with restored riparian habitat for each project listed. The City has given formal support for the removal of the first dam listed including committing financial resources and is including the other two dams as alternates being considered in the future. The proposal shall detail the tasks and deliverables for the work with associated hours and costs by staff classification separated by dam location.

For example, the dam removal tasks breakdown could, but is not required to, be as follows:

- Project kickoff, site visit, data collection and file review with summary technical memorandum prepared

- Survey and base mapping to create an existing conditions plan for both land and water
- Sediment characterization and analysis to develop a sediment management plan
- Hydrologic and hydraulic analysis for current and proposed conditions as necessary for regulatory review and permitting
- Coordination with regulatory agencies, utilities, and others as required for permitting
- Preliminary dam removal design plans with pros, cons, and cost opinions for alternatives through construction and restoration to facilitate decision-making
- Stakeholder and community involvement including a public meeting to present findings and allow for questions prior to alternative selection and permitting
- Final dam removal engineering design with plans and specifications suitable for permitting, bidding, and construction
- Permit application preparation for all requisite permits to complete dam removal including any bridge or structural work required in conjunction
- Construction management including shop drawing review, response to requests for information, observation, permit closeout, and as-built plans
- Updated survey and documentation in support of FEMA floodplain update

Tulpehocken (Bushong's Mill) Dam

The City is partnering with the Berks County Conservancy, the Pennsylvania Fish and Boat Commission, American Rivers, and the Tulpehocken Chapter of Trout Unlimited, to remove the Tulpehocken (Bushong's Mill) Dam (D06-009) on Tulpehocken Creek immediately above the confluence with the Schuylkill River in the City of Reading, Berks County. It is adjacent to the West Shore Bypass (SR0422) near the North Wyomissing Boulevard exit. This roadway is currently under design to include the addition of a third lane in each direction. This dam is a run-of-the-river, low head, 135-foot-long, masonry dam constructed in 1892 and was originally used as a mill dam with a mill race and appurtenances still present. It can be accessed via a paved trail near the intersection of Montgomery Street and Blair Avenue. On the highway side, it is more difficult to access and there is no pedestrian access bridge over the dam. The City desires options to use the mill race and machinery for educational purposes, to minimize the use of in-stream structures, and to allow for the maximum use of the adjoining City-owned property on the eastern shore in Confluence Park for future recreational purposes.

Alternate – Bernhart's Dam

Bernhart's Dam (D06-001) is located across the Bernhart Creek near Spring Valley Road in Muhlenberg Township, Berks County and was used as a City water supply at one time. It was originally constructed with an earthen embankment and is reported to have been present in the 1865 dam inventory. A masonry brick core wall was installed in 1896 and a masonry valve tower was constructed in 1913 with the control valves noted as nonfunctional in the 1979 dam inventory. The dam is approximately 180 feet long with a 40 foot wide concrete spillway that is 30 feet high with a reservoir capacity of about 42 million gallons. A small footbridge is present over the spillway. There was a settling basin present until Hurricane Agnes in June 1972. Following Agnes, an emergency auxiliary spillway was designed and constructed in the 1980's. This dam is located in a park where the surrounding site was remediated for soil lead contamination in most

areas containing dam piping and appurtenances with the exception of the sloped section of the dam breast proper.

Alternate – Willow Creek Dam

The City recently became aware that the City owns and the Reading Area Water Authority (RAWA) operates and maintains the Willow Creek Dam (D06-012) located adjacent to the RAWA Maiden Creek Water Filtration Plant along Berkley Road in Ontelaunee Township, Berks County. The RAWA has contemplated the removal of this 1934 masonry dam located approximately 150 yards above the confluence with the Maiden Creek in order to improve water quality and brook trout habitat along this segment of the Willow Creek. The RAWA has met with potential stakeholders regarding this project – Berks County Conservancy, the Pennsylvania Fish and Boat Commission, and American Rivers – who are supportive of this dam’s removal.

The City also desires to establish not-to-exceed costs for the construction management phase during the dam removal, habitat restoration, and integration with surrounding environs.

Portfolio Management Report Recommendations

The City desires to continue with other recommendations contained in a recent Dam Portfolio Management Report relative to other City-owned dams. This report evaluated the present condition of known City-owned dams and provided prioritized recommendations for additional studies, physical work, and cost considerations to achieve regulatory compliance, improve public safety, and improve operations and maintenance for each site. Additionally, the removal option, with considerations and costs, was presented for each site. The City will be weighing the concerns and costs between some of the studies, potential repairs, and removal options so alternates will be awarded as decisions are made. This phase includes some of the highest priority technical study tasks identified in the Portfolio Management Report. The proposal shall detail the tasks for the work with associated hours and costs by staff classification separated by study, task, or location as appropriate.

Egelman’s Dam Studies

This phase includes the incremental damage assessment analysis and earth and masonry stability and seepage analysis for the Egelman’s Lower Dam (D06-003). The City desires to make decisions with knowledge about repairs costs which shall be included as part of the study. This dam was constructed in 1901 for use as a water supply impoundment and is currently leased and used by the Izaak Walton League as a bass nursery. A functional Egelman’s Upper Dam (D06-004) constructed in 1900 and referred to as the ‘mud catcher’ is located immediately upstream. These dams are located in Egelman’s Park along Hill Road in the City. Egelman’s Lower Dam has an earthen embankment along two faces, one which has a lower stone wall on the downstream side along Hill Road, and includes a pedestrian bridge over the spillway. It discharges via a brick channel that crosses under the road to an outlet structure used for the fish harvesting complete with a bridge over the water. Both dams and structures had some masonry repairs and maintenance in progress while the report was ongoing.

Alternate – Bernhart’s Dam Studies

For Bernhart's Dam, as described above, the recommended incremental damage assessment and earthen and masonry dam stability analysis are critical to determining the future investment required to remedy deficiencies at this dam should the City opt to keep this facility. Each report shall include the repair cost estimates to aid in decision-making.

Emergency Action Plan Updates

Finally, this phase includes completing the updates required to the emergency action plans for Bernhart's Dam and Egelman's Lower Dam in order to comply with PA DEP regulations. At a minimum, this includes meeting the PA DEP requirements through approval and becoming accessible through the state's online database. For not-to-exceed pricing, assume you will be performing all tasks, including communication with other City departments. Pricing shall be separate for each dam and award may be separate as well.

Miscellaneous and Future Tasks

Additionally, the City desires to establish labor and expense rates to be effective for a three-year period with the option of extending for an additional two years. The proposal shall detail this by name and position, as appropriate, for any and all classifications of staff that may be involved in miscellaneous technical support relative to dams, bridges, and structures. Reimbursable expenses shall be listed at the appropriate fixed rates or on a cost-plus basis. The City may request time and material not to exceed pricing using the established rates for additional tasks as may become evident and desired during the term of the contract.

AVAILABLE BACKGROUND INFORMATION

Technical documents associated with the Project may be made available by the City to the Proposers if deemed necessary by the City for the Proposers to prepare a Proposal and evaluate the services required herein. The means of delivering the technical documents associated with this RFP may include e-mail transmittal, upload to a secure ftp site for downloading by the Proposers, or overnight mailing of a CD.

The Proposers shall treat all information disclosed by the City or its agents to the Proposers pursuant to this RFP as confidential information and shall not disclose such confidential information except to the extent required by applicable laws. However, the Proposer shall not be obligated to treat any information as confidential if it (a) is available to the public as of the date hereof, (b) becomes available to the Proposer on a non-confidential basis from a source other than the City or its agents; or (c) is developed independently by the Proposer.

In addition, each Proposer must submit in its Proposal a list detailing the specific information, records and documents it will need from the City to perform the Project in the event that the Proposer is selected.

PROJECT SCHEDULE

The Selected Consultant shall begin work within ten (**10**) days of the City's issuance of a Notice to Proceed, which will be issued after the Contract has been fully executed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget and develop and present a work approach to the City.

III. PROPOSAL CONTENT

While there is not a specific page limitation, the Proposals shall provide a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Project, as set forth in this RFP. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals include the information and be organized in the manner specified below.

A. QUALIFICATIONS AND TECHNICAL PROPOSALS

As a component of the Proposal, each Proposer shall submit a "Technical Proposal" which shall include, without limitation, the information outlined in this RFP. The response under this section shall include the following:

1. Company Overview: Provide an overview of the prime firm.
2. Project Qualifications and Experience
 - a. The Proposer shall demonstrate its knowledge and understanding of the Project with specific examples of similar efforts. Include a summary of each such relevant project experience by the Proposer.
 - b. The Proposer shall submit the following for City review: Minimum of five (5) dams permitted and five (5) dams decommissioned, preferably within the state of PA, of equal or greater size to those owned by the City; Comprehensive list of dams or impoundments which they have analyzed or inspected within the state of PA; Evidence that they have successfully modeled and analyzed spillways, dam breaches, as well as the impact of a dam and / or dam removal on the associated upstream and downstream floodplain; Evidence of their ability to model watersheds using appropriate software accepted by the PA DEP and the US Army Corps of Engineers; And unique dam projects for reference that the Proposer feels will illustrate their capabilities to perform the desired assessment.
 - c. The Proposer shall submit at least three (3) of its clients (including names and phone numbers) as references and describe the relevant project (including dam size and type) for such clients.
 - d. The Proposer shall indicate its local knowledge and understanding.

3. Consulting Team: Organization charts identifying (a) the Project Manager, (b) a description of staff roles, (c) a description of Subconsultant roles, and (d) the qualifications, experience and office address for each proposed individual that the Proposer will use to perform the Project (the “Consulting Team”). Résumés, limited to two (2) pages each, for each individual on the Consulting Team shall be included in an appendix to the Proposal.
4. Project Approach: The Proposer shall describe its understanding and approach to completing the Project, including the following:
 - a. The Proposer shall detail the scope of work to be provided under each phase of work.
 - b. The level of effort under these tasks shall be based on an assumed number and extent of activities over the full Project time frame.
5. Schedule: The Proposer shall also provide a preliminary Project schedule showing the planned approach, key task activities and milestones necessary to meet the Project schedule starting upon a Notice to Proceed. The Proposer shall identify significant potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
6. Financial Soundness of Proposer: The Proposer’s most recent certified annual report, including balance sheets and profit and loss statements, must be submitted with the Proposal. All information pertaining to the financial soundness of the Proposer shall be marked by the Proposer as “Confidential”. The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is (are) a major claim(s) against the Proposer that could affect its ability to perform the Project.

B. COST PROPOSAL

Payment for services under this Project shall be on a time and materials (T&M), not-to-exceed fee basis. The Proposal shall include a “Cost Proposal” which shall identify a schedule of the proposed hourly billing rates for all members of the Consulting Team as well as a total not-to-exceed fee for all of the Selected Consultant’s services to complete the Project. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including but not limited to mileage, tolls and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, FAX and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the bid form which, in its opinion, will be required for the Selected Consultant to complete the Project, such additional services shall

be noted on the bid form, with a general explanation of the services, a brief justification as to why such services may be required, and a corresponding proposal for the cost of such services.

The Selected Consultant will invoice the City in accordance with the process set forth in the Cost Proposal as it is incorporated in the Contract for its performance of the Project. Unless otherwise approved in writing by the City's Managing Director, the Selected Consultant shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided in the Cost Proposal and incorporated in the Contract.

The Proposer shall also provide a schedule of hourly billing rates in the event that the City requests, in writing, additional services be performed outside of the scope of services specified herein.

C. ASSIGNMENT OF KEY STAFF

The key member(s) of the proposed Consulting Team must be identified in the Proposal and assigned to the Project and must remain assigned and available to the Project for its duration unless such person leaves the employment of the Selected Consultant or the City agrees in writing to modify the proposed Consulting Team. If a key member leaves the employment of the Selected Consultant during the course of the Project, the City must be notified immediately, and the Selected Consultant must submit the name and credentials of the person replacing the key member for approval by the City prior to that person starting work on the Project.

D. SUPPLEMENTARY DOCUMENTS

The Proposer shall execute a Non-Collusion Affidavit, Non Discrimination Statement, Political Contribution Affidavit, Certification of Non-Indebtedness to the City as such documents are set forth below. Any Subconsultant identified in the Proposal shall also execute a Non Discrimination Statement and Political Contribution Affidavit, as such documents are set forth below. All such executed documents shall be included with the Proposal.

Each Proposer and any Subconsultants identified in the Proposal shall provide a completed Proposer's Statement for Public Disclosure, as such form is set forth below, with the Proposal.

IV. PROPOSAL PROCESS

By submitting a Proposal, each Proposer certifies that it has read the complete RFP, understands the Proposal process, and has full knowledge of the scope, nature and quality of work to be performed associated with this RFP, and accepts and agrees to all provisions of this RFP.

A. PRE-PROPOSAL CONFERENCE

Mandatory Pre-proposal meeting: 10/16 at 10:00 AM at Public Works 503 North 6th Street, Reading, PA, and continuing with site visits

B. PROPOSER'S CLARIFICATION AND QUESTIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any City official, department director, division manager, employee, or the Project/Construction Manager related to this RFP prior to the submission of the Proposal with the exception of those questions relative to interpretation of specifications or the Proposal process.

Interpretations of the meaning of the RFP documents made to any Proposer orally shall not be binding on the City or any other Proposer.

The City is requesting that any questions or clarification requests be submitted in writing via e-mail, fax, or hand delivery by **2:00 PM Friday, October 23, 2015**. It is the City's intent to review these questions, and provide a response to all of the Proposers (anonymously).

- Juanita Komoro, City of Reading (Juanita.Komoro@readingpa.org)

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 **Wednesday, October 28, 2015**.

After the Proposal has been submitted to the City, communications related to this RFP, the Proposal or the Project initiated by a Proposer to the City shall be prohibited until a Contract has been executed by the City. Any communication between a Proposer and the City shall only be initiated by the appropriate City employee or agent in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal.

Any prohibited 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.

C. CONFIDENTIALITY OF THE PROPOSAL

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence while the City is evaluating the Proposals. After the City and Selected Consultant have executed the Contract, all Proposals will become public records. Copies of said public records may be requested through the City's Chief Clerk's office.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer requests in writing that the City does so and the City agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that entire Proposal is confidential shall be unacceptable.

The Proposal will become the exclusive property of the City and will not be returned.

D. EVALUATION OF PROPOSALS

The award of the services associated with this RFP may or may not be made to the Proposer submitting the lowest price Cost Proposal. The award will be made to the Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration, without limitation the evaluation factors set forth below:

1. Experience, qualifications, and commitment of the Consulting Team
 - a. The degree to which the personnel on the Consulting Team have held responsible project positions for similar projects;
 - b. The degree to which the Consulting Team brings experience in the full range of skills and expertise needed to accomplish the scope of work in all task areas;
 - c. The specific commitments made in the Proposal for staffing the Consulting Team, including percent of Project Manager's time dedicated to the Project;
 - d. Experience within the local permitting region; and
 - e. Any other experience and/or criteria the committee deems relevant.
2. Experience and past performance of the Proposer and Consulting Team members on similar projects within the last seven years:
 - a. The experience of the Proposer and Consulting Team members in conducting projects of similar nature and complexity;
 - b. The ability of the Proposer to draw on this experience to benefit the Project; and
 - c. Any other experience and/or criteria the City deems relevant.
3. Method of accomplishing the scope of work
 - a. Proposed organization of the work;
 - b. Unique capabilities that may influence the Project;
 - c. Understanding of the appropriate levels of effort required (hours) for various tasks;
 - d. Identification of Project risks and methods to mitigate or eliminate such risks to complete the Project within the proposed schedule, estimated budget and with the quality and/or performance specifications identified herein;
 - e. Appropriate Project financial and management controls including, but not limited to,
 - i. Clear method and effort level of meeting and tracking progress of schedule milestones, intended outcomes and deliverables for each task
 - ii. Quality assurance
 - iii. Project financial controls and invoicing systems
4. Any other experience and/or criteria the City deems relevant.

PROPOSAL SUBMISSION

The original proposal and seven (7) copies of the Technical Proposal and Cost Proposals shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date

for receiving. **These shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until 2:00 P.M., prevailing time on Friday, November 06, 2015.** The envelope shall be clearly labeled as Bushong Dam Removal and Dam Engineering Support Services.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

WITHDRAWAL OF PROPOSALS

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided the Proposer makes its request to withdraw in writing and the request is received and acknowledged by the City in writing prior to the time specified for the Proposal Opening.

Negligence by Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. Proposals are deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within one hundred twenty (120) days from the Proposal Opening.

E. PROCEDURE FOR REVIEW OF PROPOSALS

The City shall conduct a preliminary evaluation of all Proposals based on the information provided. The City will first review each Technical Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a Proposal.

Upon completing its technical review, the City will evaluate and score each of the Technical Proposals. The City will then open each of the Cost Proposals and complete a similar review, evaluation, and scoring.

The City may arrange for meetings or interviews with one or more of the Proposers to clarify any aspect of its Proposal and to give a Proposer the opportunity to explain its credentials. The City has the responsibility to negotiate the most favorable cost, terms and conditions for the City. The negotiating process may involve one or more Proposers, and may continue until the Contract is executed by the Selected Consultant. The City will contact the Proposers selected for an interview with the date and time for their respective interviews.

F. WINNING PROPOSAL

The City will select a winning Proposal if the City determines that an appropriate, acceptable and complete Proposal is submitted by a responsible Proposer which the City, at its sole and exclusive discretion, determines will provide the best overall value to the City.

V. CONTRACT TERMS REQUIRED TO COMPLETE THE PROJECT

The City will notify the selected Proposer with a “Notice of Award”. The selected Proposer and the City will execute a contract, in a form substantially similar to the proposed contract attached to this RFP as Attachment 3, for the completion of the services identified in this RFP (the “Contract”) within seven (7) calendar days after the City’s transmittal of the Notice of Award. If the selected Proposer does not accept the Contract presented by the City within such time, the City may, in its sole discretion, withdraw the Notice of Award. Subject to the City’s reservation of rights below, the City may select another Proposer to award the Contract or withdraw the RFP.

The Contract, when executed, shall be deemed to be the entire agreement between the parties; the Selected Consultant 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. This RFP will be attached as an exhibit to the Contract.

The Contract will include, without limitation, the following terms and conditions:

A. INSURANCE

The Selected Consultant shall be an independent contractor. The Selected Consultant shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things. The Selected Consultant shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during its performance of the Project.

The Selected Consultant shall maintain such insurance as will protect it from claims under worker’s compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under the Contract, whether such operations be by itself, by any Subconsultant or anyone directly, or indirectly employed by either of them.

The minimum amount of liability insurance to be maintained by the Selected Consultant and its Subconsultants are identified in the Contract.

B. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the Selected Consultant agrees as follows:

The Selected Consultant will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Selected Consultant 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 Selected Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice.

The Selected Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Consultant, 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 Selected Consultant's noncompliance with the non-discrimination clauses above or with any applicable laws, the Contract may be canceled, terminated, or suspended in whole, or in part and the Selected Consultant may be declared ineligible for further City contracts.

The Selected Consultant shall include the paragraphs set forth in this section in every subcontract or purchase order unless exempted.

C. 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 the Contract.

D. ALTERATIONS OR MODIFICATIONS

The Contract will be under the direct supervision of the City, its authorized representatives or its agents. Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Selected Consultant and the City's authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by a written agreement and signed by the City's Managing Director.

E. SUBCONTRACTS

The Selected Consultant will not be allowed to subcontract work under the Contract unless prior written approval of each Subconsultant is granted by the City in its sole discretion. The Subconsultants shall be bound by the conditions of the Contract and shall execute and deliver to the City a Political Contribution Affidavit and Non Discrimination Statement prior to performing any services under the Contract. All required notices, work orders, directives and requests for emergency services will be directed to the Selected Consultant. All directions given to a Subconsultant in the field shall bind the Selected Consultant as if the notice had been given directly to the Selected Consultant.

F. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Selected Consultant or any of its Subconsultants to the extent that such books and records relate to the Contract or its performance of the Project. Such books and records shall be maintained by the Selected Consultant and its

Subconsultants for a period of three (3) years from the date of final payment under the Contract unless a shorter period is otherwise authorized in writing.

G. DISSEMINATION OF INFORMATION

During the term of the Contract, the Selected Consultant may not release any information related to the services or performance of services under the Contract, nor publish any report or documents relating to the City, the account or performance of services under the Contract without prior written consent of the City. The Selected Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from all liability or damages which may be incurred by reason of the Selected Consultant's unapproved 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 Selected Consultant or its agents or employees.

H. BUSINESS PRIVILEGE LICENSE AND TAX

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

I. PERMITS / LICENSES

The Selected Consultant shall pay all fees and procure all licenses and permits necessary to complete the Project after first obtaining the written approval of the City. The Selected Consultant may invoice the City for the actual fees paid to the applicable regulatory agency to procure such licenses and permits. The Selected Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the Contract.

J. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Selected Consultant shall comply with all applicable Federal, State, and Local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards.

VI. 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 Proposer does not meet the qualification requirements set forth herein, or it is otherwise in the best interest of the City to reject the Proposal.
- c. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.
- d. To 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, that it is in the City's best interest to do so.
- e. To reject the Proposal of any Proposer 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 not responsible.
- f. 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.
- g. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
- h. To request that one or more of the Proposer modify their Proposals, including, but not limited to, modifying the pricing or provide additional information.
- i. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- j. To require that the Proposer appear for interviews and/or presentations of their Proposals at City offices.
- k. To inspect projects similar in type and scope to the work sought in this RFP.
- l. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to a proposal. 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, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it 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 Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a proposal 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.
6. Failure to file a Non-Collusion 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:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent of Proposer)

of _____, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

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

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) 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 or complementary 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 prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) 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,

(6) 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 Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this Contract.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

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

Notary Public

My Commission Expires: _____

POLITICAL CONTRIBUTION AFFIDAVIT

INSTRUCTIONS FOR POLITICAL CONTRIBUTION AFFIDAVIT

1. This Political Contribution Affidavit is material to any contract pursuant to all proposals. Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance places limitations and restrictions on the City's purchase of services from a professional business entity, as defined therein, under certain circumstances related to political contributions.
2. This Political Contribution Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer. In addition, this Political Contribution Affidavit must be signed by any Subconsultant the Proposer identifies in the Proposal. To the extent a Subconsultant is identified by the Selected Consultant after submission of the Proposal, said Subconsultant shall sign this Political Contribution Affidavit prior to performing any services on behalf of the City.
3. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Political Contribution Affidavit must be submitted separately on behalf of each party.
4. Failure to file a Political Contribution Affidavit in compliance with these instructions will result in disqualification of the Proposal.

POLITICAL CONTRIBUTION AFFIDAVIT

State of _____

County of _____

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

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____ (the "Proposer"),
(Name of the Proposer)

the Proposer that proposes to perform services to the City of Reading;

(2) The Proposer hereby certifies, swears and represents to the City of Reading under penalty of perjury that it has not made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8.2 of the City of Reading's Codified Ordinance.

(3) The Proposer certifies, swears and represents that it has not knowingly made a contribution in violation of Chapter 1, Section H, Exhibit A, Section 8 of the City of Reading's Codified Ordinance and has not made or solicited contributions through intermediaries, third parties, immediate relatives, or PACs for the purpose of concealing the source of the contribution.

(4) Without limiting the generality of the foregoing, the Proposer certifies, swears and represents that neither the said Proposer, nor any of its principals who own 10% or more of the equity in the Proposer, officers of the Proposer in the aggregate or subsidiaries directly controlled by the Proposer made any contribution of money or pledge of a contribution, including in-kind contributions to (i) any campaign committee of any candidate for elective City office or to the current holders of any elective City office, or (ii) to any City of Reading party committee, or (iii) to any municipal party committee within the City of Reading, or (iv) to any candidate committee, state, or county political party or any Political Action Committee ("PAC") that is engaged in the financial or in kind support of candidates for elective City of Reading offices, City elections and/or City of Reading political parties in excess of the maximum thresholds specified below within one calendar year immediately preceding the date of the Proposal. Proposer, its principals, officers or subsidiaries may annually contribute a maximum of \$300 each or up to the amount of reportable contributions as may from time to time be established by State or Federal Law for any purpose to any candidate for elective City office or current office holder, or \$500 to any City of Reading party committee, or municipal party committee within the City of Reading, or to a single or joint campaign account of a candidate committee, state or county political party or PAC. Any group of individuals, including principals, partners, and officers of the Proposer in the aggregate, may annually contribute a maximum of \$2,500 to all candidates for elective City offices and to

officeholders with ultimate responsibility for the award of the contract, and all City and state political parties, municipal party committees within the City of Reading and PACs.

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which the Proposal was 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 Reading and subject to penalty of perjury.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

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

Notary Public

My Commission Expires: _____

PROPOSER'S STATEMENT FOR PUBLIC DISCLOSURE

If space on this form is inadequate for any requested information, this should be furnished on an attached page which refers to the appropriate numbered item on this Proposer's Statement for Public Disclosure.

1. a. Name of Proposer:

b. Address and Zip Code of Proposer:

2. If the Proposer is not an individual doing business under his own name, the Proposer has the status indicated below:

_____ a corporation organized under the laws of _____

_____ a partnership organized under the laws of _____

_____ a limited liability company organized under the laws of _____

_____ a joint venture organized under the laws of _____

_____ other (explain) _____ organized under the laws of _____

3. If the Proposer is not an individual or a government agency or instrumentality, give date of organization: _____

4. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows:

a. If the Proposer is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.

b. If the Proposer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

c. If the Proposer is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

d. If the Proposer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS & ZIP CODE	POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Proposer (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Proposer, or more than 50% of the stock in a corporation which holds 20% of the stock of the Proposer).

NAME, ADDRESS & ZIP CODE	DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:

7. Is the Proposer a subsidiary of or affiliated with any other corporation or any other firm or firms?

___ YES ___ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or firm:

Subsidiary or Affiliated Entity Name	Address	Relationship to Proposer	Common Officers, Directors or Trustees

8. List the federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Proposer or any of the principals of the Proposer is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:

9. If the Proposer or a parent corporation, a subsidiary, an affiliate or a principal of the Proposer is to participate in the Project as a Subconsultant:

a. Name and address of such Subconsultant:

Name of Subconsultant	Address

b. Has such Subconsultant within the last 10 years ever failed to qualify as a responsible bidder or proposer, refused to enter into a contract after an award has been made, or failed to complete a contract?

___YES ___ NO. If yes, explain:

c. Outstanding contract bids of such Subconsultant:

Awarding Agency	Amount	Date Opened
	\$	
	\$	

10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subconsultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subconsultant.

11. a. Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract?
 ___YES ___NO. If yes, explain:

b. Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Proposer or in the Proposer's performance under the contract? ___YES ___NO. If yes, explain:

CERTIFICATION

I (We) _____ certify that this Proposer's Statement for Public Disclosure is true, accurate and complete to the best of my (our) knowledge and belief(s) after reasonable inquiry.

DATED:

DATED:

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(ADDRESS & ZIP CODE)

(ADDRESS & ZIP CODE)

1 - If the Proposer is an individual, this Proposer's Statement for Public Disclosure should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.

2 - Penalty For False Certification: It is unlawful to knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter to a public servant under Section 1001, Title 18, of the U.S.C. and Section 4904, Title 18 of the Pennsylvania Consolidated Statutes. Penalties may include a fine of not more than \$10,000, imprisonment of not more than five years, or both.

CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Proposer hereby certifies and represents that Proposer and Proposer’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Proposer and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Proposer shall be liable for all excess costs and other damages resulting from the termination).

Proposer: _____

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON DISCRIMINATION STATEMENT

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

Name: _____

By: _____

Title: _____

Attachment 1: Proposed Project Schedule

Attachment 2: Bid Form

Attachment 3: Proposed Contract