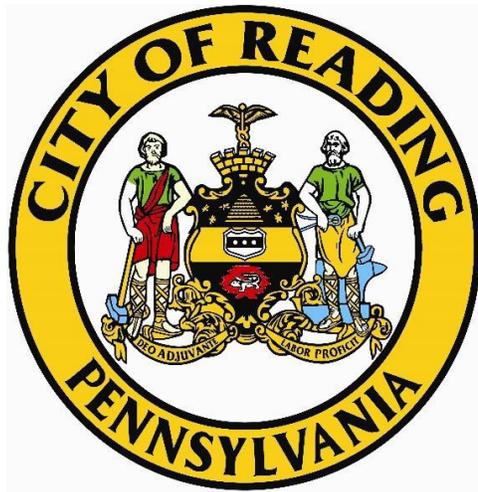


**REQUEST FOR PROPOSALS**  
**FOR**  
**SPECIFIC ENGINEERING, PLANNING AND ZONING**  
**REVIEW SERVICES**  
**(SEPZ)**

**CITY OF READING**



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## **I. REQUEST FOR PROPOSAL**

The City of Reading (“City”) is soliciting proposals (each, a “Proposal”) from qualified firms (each, a “Proposer”) for the delivery of technical engineering and planning assistance, plan reviews, zoning reviews and other services related to development in the City of Reading, hereinafter referred to as the “Program,” as further described in the Scope of Services contained herein. The City reserves the right to award all, some or none of the Services set forth in this Request for Proposals (“RFP”) to any one Proposer based on the City’s review and assessment of the Proposals meeting the criteria set forth herein. The Proposals shall be submitted electronically via the Penn Bid Program (<https://pennbid.procureware.com>). Proposals shall be received until 3:00 p.m., prevailing time, on May 16, 2022. Proposals received via Penn Bid after the hour specified shall not be considered.

There will be no pre bid meeting for this project.

## **II. INTRODUCTION**

### ***PURPOSE***

The City of Reading requires the services of a qualified firm to assist the City of Reading with additional work load to expedite the engineering and planning review of subdivision, land development, and zoning applications (the “Services”). The proposal shall detail the tasks and deliverables for the work with qualifications of staff and sub-consultants, hourly rates, and costs. The selected firm (“Consultant”) shall enter into a contract with the City in substantially the same form as the attached contract, and any modifications shall be requested by request for clarification and issued by the City as an addendum.

### ***SCOPE OF SERVICES***

The Consultant will review subdivisions, land development, and zoning applications for compliance with City ordinances which may include:

Chapter 467, Sewers and Sewage Disposal;  
Chapter 508, Streets and Sidewalks;  
Chapter 505, Stormwater Management;  
Chapter 515, Subdivision and Land Development;  
Chapter 600, Zoning; and  
Other relevant ordinances or provisions.

Upon signing of a contract, Services may include, but not be limited to the following:

- Reviews applications for Zoning Permit and approves or denies in accordance with the Zoning Ordinance.
- Prepares case and arranges for presentation before the Planning Commission, Zoning Hearing Boards,
- Attends, coordinates and participates in day and evening community meetings, public hearings and other official meetings and events as required

- Performs official program administration including approval of all written reports, applications, official forms and documents
- Assists preparation of amendments to the Zoning Ordinance for review by the Planning Commission
- Ensure all planning, zoning and economic development activities are carried out in accordance with federal, state and local laws, policies and regulations
- Administers the planning, zoning, historic preservation, business development and economic development of the City of Reading and maintain statistical data for reports relative to zoning matters
- Review subdivision, land development and zoning applications for compliance with applicable ordinance provisions relating to stormwater management, grading, drainage, erosion and sedimentation controls, landscaping, lighting, solid waste management, utilities, parking and traffic management, and zoning compliance;
- Review as-built plan submissions and certifications for stormwater facilities, inspect constructed facilities and report compliance with approved plans; provide such documentation as may be required for compliance with MS4 permitting requirements.
- Review developer improvement agreements, stormwater facility maintenance and operations agreements, and cost estimates/analyses;
- Review plans for design and placement of improvements (e.g., streets, curbs, sidewalks, streetlights, street signs, sewers, monuments, landscaping, and shade trees) with consideration for vehicular and pedestrian site accessibility and impacts on parking and traffic;
- Review plans for impact on City utilities and services including sanitary sewage disposal, water supply, and other utilities;
- Conduct analysis of sewage flow capacity and provide other data necessary for municipal certification for Act 537 compliance;
- Review proposed erosion/sedimentation control measures;
- Review soil percolation test results/reports;
- Review applications and plans for compliance with ordinance provisions including Steep Slopes, Wireless Communications Facilities, Flood Plain Overlays, and Riparian Buffers;
- Provide written reports for subdivision/land development and zoning applications, which include a summary of compliance with all applicable ordinances and other laws, reference any external agency reviews which may be necessary, and make recommendations to the Planning Commission in consultation with City personnel;
- Attend public meetings and confer with staff as necessary;
- Conduct inspections of improvements, stormwater management facilities, sanitary sewage disposal facilities, and other inspections as needed to verify compliance with applicable ordinances

and approved plans.

It is expected that the consultant will be available to work on site, as needed. The City currently has limited staff available to support the consultant and will rely on the personnel, experience and expertise of the consultant to ensure completion of the work.

The Consultant shall communicate regularly and coordinate with the City's project manager throughout all phases of the Program.

The Proposer shall prepare an approach to the Program and Project, as described below, which will be used as the scope of work for the Consultant Agreement.

### ***DELIVERABLES***

Services shall include the following deliverables.

The Consultant shall prepare written staff reports for each application requested by the Project Manager.

After each requested inspection, the Consultant shall prepare a written inspection report detailing compliance with relevant ordinances and approved plans.

Other reports and findings shall be provided upon request.

### ***AVAILABLE BACKGROUND INFORMATION***

Any available City documents associated with the Project will be made available to the Consultant. Each Proposer must submit a list detailing the specific information, records and documents it will need or expect from the City to perform the Services.

### ***PROJECT SCHEDULE***

The Selected Consultant shall begin work within ten (10) days of the City's issuance of a Notice to Proceed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget to develop and present a workable approach to the City. It is anticipated that the special SEPZ Services contract will remain in effect until the City of Reading hires full time professionals for Zoning and Planning.

## **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 Program, 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 and any subconsultants.
2. Project Qualifications and Experience:
  - a. The Proposer shall employ or contract with, at additional cost to the City, a professional engineer who is licensed to practice in the Commonwealth of Pennsylvania.
  - b. The Proposer shall demonstrate its knowledge and understanding of the Program and Project with specific examples of similar efforts. Include a summary of each such relevant project experience by the Proposer and any subconsultants.
  - 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. Approach: The Proposer shall describe its understanding and the approach to completing the Program. The approach shall be written as a standalone section describing the scope of work in manner that can be used as part of the Consultant Agreement.
4. Schedule: The Proposer shall provide preliminary Program and Project schedules showing the planned approach, key task activities and milestones necessary to meet the Program and Project schedules 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.

## ***B. COST PROPOSAL***

Payment for Services shall be on an hourly 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 to complete the Program. Expenses for telephone, facsimile, 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.

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. 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 the Penn Bid Website until **May 6, 2022**. It is the City's intent to review these questions, and provide a response to all of the Proposers.

Any interpretation made to prospective proposers will be expressed in the form of an addendum

which, if issued, will be conveyed in writing via the Penn Bid website no later than **May 11, 2022**.

After the Proposal has been submitted to the City, communications related to this RFP, the Proposal or the Services 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.

### ***B. 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.

### ***C. 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 street design and construction projects;
  - b. The degree to which the Consulting Team brings experience in the full range of skills (e.g.: familiarity with PennDOT design and construction methods), 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. Certification of the Firm as a Minority Business Enterprise or Women Business Enterprise;
  - e. Experience within the local region (City of Reading and Berks county); and
  - f. 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 five 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. Ability to identify Project risks and implement 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**

All proposals, including the pricing, shall be uploaded to the Penn Bid website (<https://pennbid.procureware.com>) no later than 3:00 p.m., prevailing time, on May 16, 2022. Any proposals received after that time will not be considered.

## **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.

### ***D. 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.

#### ***E. 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 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.

## CONTRACTOR'S LIABILITY INSURANCE

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

The Contractor shall maintain such insurance as will protect him 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 this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the name of the Contractor. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

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

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Business Automobile Liability** – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be cancelled without thirty (30) days advance written notice to the City, except for non-payment premium, which requires fifteen (15) days advance written notice. Such certificate shall be issued to: *City of Reading, 815 Washington Street, Reading, PA 19601*. All policies

shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

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

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the City Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

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

### ***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:

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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:

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**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: \_\_\_\_\_