

REQUEST FOR PROPOSALS
PROFESSIONAL CONSULTING SERVICES
FOR THE PREPARATION OF THE
FY2024 TO FY2028 FIVE-YEAR CONSOLIDATED PLAN
FY2024 ACTION PLAN

TO REVISE THE
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE
CITIZEN PARTICIPATION PLAN

IN ACCORDANCE WITH THE REQUIREMENTS OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
SECTION 108 LOAN GUARANTEE PROGRAM

READING PENNSYLVANIA



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Introduction

The City of Reading, Pennsylvania is seeking proposals from qualified firms to prepare the FY2024 to FY2028 Consolidated Plan, the FY2024 Action Plan, revise the Analysis of Impediments to Fair Housing Choice, and revise the Citizen Participation Plan as required for the City of Reading's Community Development Block Grant Program, the Emergency Solutions Grant Program, the HOME Investment Partnerships Program, and the Section 108 Loan Guarantee Program.

All costs incurred by proposing firms are considered by the City to be marketing costs required to select a firm to perform this work, and the City will not be reimbursing for any costs incurred.

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted no later than 3:00 p.m., prevailing time, on September 1, 2022. All of the documents must be uploaded to the Penn Bid website (www.pennbid.procurement.com).

Proposals received after the time specified will not be considered.

Proposal Forms for the above project can be obtained via Penn Bid at www.pennbid.procurement.com.

Questions

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office via the Penn Bid website. Any and all questions shall be submitted no later than 2:00 p.m., prevailing time, on August 12, 2022.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be submitted electronically via Penn Bid on August 23, 2022.

Proposal Submission

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted no later than 3:00 p.m., prevailing time, on September 1, 2022. All of the documents must be uploaded to the Penn Bid website (www.pennbid.procurement.com).

Proposals received after the time specified will not be considered.

Proposal Forms for the above project can be obtained via Penn Bid at www.pennbid.procurement.com.

Scope of Work

A. Scope of Professional Writing Services Required

The City is seeking proposals from qualified consultants or firms to provide technical professional services related to creating, preparing, and writing the FY2024 to FY2028 Consolidated Plan, the FY2024 Action Plan, the Analysis of Impediments revision, and the Citizen Participation Plan revision incorporating information from city staff, citizens, and the eCon Planning Suite Template that is consistent with HUD's guidelines. The City intends to submit the documents to HUD by November 15, 2023.

In addition to meeting the Federal requirements and deadline for a Consolidated Plan, the City is interested in encouraging meaningful public participation in the Consolidated Plan development process.

The selected consultant would be expected to confer with:

1. Public and private agencies that provide health services and social and fair housing services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons;
2. State or local health and child welfare agencies concerning lead-based paint hazards;
3. Adjacent municipalities regarding priority non-housing community development needs and agencies with planning responsibilities regarding problems and solutions that go beyond a single jurisdiction (e.g., transportation);
4. The Reading-Berks Continuum of Care that serves homeless and formerly homeless persons in Reading;
5. Business and civic leaders;
6. Various City Departments;
7. Mayor and City Council

The resulting FY2024-28 Consolidated Plan should provide a direct link between community goals/objectives and priority needs and should include clear direction for implementation in the accompanying FY2024 Action Plan framework requested in this RFP.

The individual or company selected shall provide technical and professional services related to writing the FY2024 to FY2028 Consolidated Plan, the FY2024 Action Plan, the Analysis of Impediments revision, and the Citizen Participation Plan revision incorporating information from city staff, citizens, and the eCon Planning Suite Template.

Professional planning and writing services to the City to be performed under the proposal include but are not limited to:

1. Preparation, organization, writing and submission of professionally detailed and comprehensive plans following guidelines as specified by HUD;
2. Synthesize all necessary information to write all sections of the Consolidated and Annual Action Plans including but not limited to: an executive summary, background program information, consultation process, needs assessment, market analysis, strategic plan, and Action Plan.
3. Consultation with public and private agencies as outlined in 24 CFR §91.100, including those that provide assisted housing, homeless service providers and agencies, health services and social services; State or local health and child welfare agencies regarding lead-based paint hazards; adjacent units of local government, including planning agencies; and public housing authorities in the greater Reading area;
4. Assist in conducting a Needs Assessment of the Consolidated Plan as outlined in the eCon Planning Suites Template, in conjunction with information obtained through the consultation process as well as those provided by the eCon Planning Suites. The Needs Assessment will provide a clear picture of the City's needs related to affordable housing, community development, and homelessness. The Needs Assessment will form the basis for the Strategic Plan and the programs and projects to be administered as outlined in §91.215 and for any policy issues;

The template for Needs Assessment is based on the regulations and includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

5. Assist in conducting a Housing Market Analysis as outlined in the eCon Planning Suites Template that provides a clear picture of the environment in which the City must administer its programs over the course of the Consolidated Plan. In conjunction with the Needs Assessment, the Housing Market Analysis will provide the basis for the Strategic Plan and the programs and projects to be administered.

The Housing Market Analysis template is based on the regulations and includes the following sections:

- General Characteristics of the Housing Market
- Lead-based Paint Hazards
- Public and Assisted Housing
- Assisted Housing

- Facilities, Housing, and Services for Homeless Persons
- Special Need Facilities and Services
- Barriers to Affordable Housing

6. Assist in developing a comprehensive Strategic Plan that identifies the priority needs of the City and describes strategies that the City will undertake to serve the priority needs.

The Strategic Plan section of the template includes the following screens:

- Overview
- Geographic Priorities
- Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery Structure
- Goals
- Public Housing
- Barriers to Affordable Housing
- Homelessness Strategy
- Lead-based Paint Hazards
- Anti-Poverty Strategy
- Monitoring

7. Assist in conducting an Analysis of Impediments to Fair Housing Choice. The Analysis of Impediments serves as the basis for fair housing planning and provides essential information regarding any impediments to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin.

The analysis services shall include the following services:

- An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing.
- An extensive review of State and local jurisdiction's laws, and regulations, including an assessment of agencies currently providing fair housing programs in the area' and administrative policies, procedures, and practices.
- An assessment of how those laws affect the location, availability, and accessibility of housing.
- An evaluation of conditions, both public and private, affecting fair housing choice for all protected classes.
- An identification of any impediments to fair housing in both the private and public sector because of race, color, religion, sex and disability, familial status or national origin which restrict or have the effect of restricting housing choices or availability of housing choices listed in order of priority.
- Conclusions and recommendations for action, including recommended actions to overcome identified impediments to fair housing choice, milestones, timetables, and measurable results.

8. Assist in developing the FY2024 Action Plan: In the Action Plan, the Consultant must provide a concise summary of the actions, activities, and programs that will take place during the program year to address the priority needs and goals identified by the Strategic Plan.

The FY2024 Action Plan section of the template includes the following screens:

- Executive Summary
- Lead & Responsible Agencies
- Consultation
- Participation
- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Priorities
- Affordable Housing
- Public Housing
- Homeless and Other Special needs Activities
- Barriers to Affordable Housing
- Other Actions
- Program Specific Requirements

9. Preparing and presenting the Draft FY2024-28 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the Draft of FY2024 Action Plan, with applicable graphics, maps, community information handouts and photographs to the public for comment and to Mayor and City Council for their comment and approval. The documents should be thorough, complete, and contain a format and structure that meets Federal regulations as stated in the eCon Planning Suites and that are ultimately approved by HUD;

10. Summarizing recommendations of the FY2024-28 Consolidated Plan into a reader-friendly Executive Summary using graphs, tables, pictures and charts;

11. Preparation of the Final FY2024-28 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the FY2024 Action Plan templates.

B. Summary of Deliverables

1. Executive Summary: The Executive Summary serves as an introduction and summarizes the key points of the plan. It should be written so that all readers will understand it without having to read the rest of the plan. For the Consolidated Plan, a good Executive Summary will describe the process of developing the plan, the key findings of the Needs Assessment as the basis for the priorities selected, and how the proposed goals and objectives will address those priorities.

This section is comprised of:

- Introduction
- Summary of objectives and Outcomes,
- Evaluation of past performance,
- Summary of the Citizen Participation and Consultation Process,
- Summary of public comments, and

- Summary of comments not accepted, Needs Assessment data collection, a housing market analysis (§91.210), including associated charts and narratives, a housing and homeless needs assessment (24 CFR § 91.205)

2. Draft FY2024-FY2028 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the FY2024 Action Plan. Consultant to provide City with an electronic copy preferably in an MS Word (.doc) of the Draft FY2024-2028 Consolidated Plan, Analysis of Impediments to Fair Housing Choice and FY2024 Action Plan that contains an Executive Summary, incorporates the background information and other requested report contents.

3. Final Draft FY2024-FY2028 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the FY2024 Action Plan. Consultant to provide City with an electronic copy preferably in an MS Word (.doc) of the Draft FY2024-2028 Consolidated Plan, Analysis of Impediments to Fair Housing Choice and FY2024 Action Plan that contains an Executive Summary, incorporates the background information and other requested report contents.

4. The consultant shall prepare all of the advertisements as required by HUD regulations for publication in the Reading Eagle newspaper. The City will directly pay the Reading Eagle for the publication costs.

C. Fee Schedule Format

Provide a complete budget narrative and justification detailing the proposed budget that includes Labor, Overhead, Travel, and Materials. The consultant shall submit a fee and a billing schedule for completion of the scope of services and other tasks that may be necessary to prepare the FY2024 to FY2028 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the FY2024 Action Plan.

Indicate the task and the hourly rate for each person who will perform work on the task, including that for subcontractors and administrative staff. Include fees for optional or additional tasks not identified in this RFP that you/your team would utilize.

The City would like the consultant to complete the Final FY2024 to FY2028 Consolidated Plan, the revised Analysis of Impediments to Fair Housing Choice, the revised Citizen Participation Plan and the FY2024 Action Plan by October 1, 2023. The consultant shall provide a schedule that contains the tasks necessary to complete the project with the corresponding completion dates.

Example Fee Schedule Format

Task	Title	Hourly Rate	Hours	Total
Consolidated Plan Preparation	Senior Planner	\$100 per hour	50	\$5,000
	GIS Tech	\$80 per hour	100	\$8,000

	Data Analyst	\$70 per hour	50	\$3,500
			Total Task Costs	\$16,500

D. Background - The U.S. Department of Housing and Urban Development (HUD) created the requirement for the Consolidated Plan, a comprehensive planning document of the local government and application for funding under any of the Community Planning and Development formula grant programs. The grant programs are the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program, and Section 108 Loan Guarantee Program. Other Federal programs also require that the jurisdiction receiving funds directly from HUD have an approved Consolidated Plan or that the application is consistent with the HUD-approved Consolidated Plan.

Consolidated Plan regulations are found at Part 24 of the Code of Federal Regulations (CFR) in Section 91. The City will utilize a HUD approved eCon Planning Suite Template, to develop the referenced Consolidated Plan and the Action Plan.

The HUD issued guidelines for preparing the Consolidated Plan and Action Plan using eCon Planning Suite can be found on the HUD website www.hudexchange.info

Additionally, HUD requires that the City submit an Action Plan 45 days prior (November 15th) to the start of the program year (January 1st) that describes how Federal funds will be used toward implementing the programs and actions outlined in the Consolidated Plan.

The statutes governing the grant programs set forth basic goals for jurisdictions that use the funds. The City's current needs include:

- Housing
- Homelessness
- Public Services
- Public Improvement
- Economic Development

As a result, the City's Consolidated Plan will be a comprehensive document that describes the City's housing market conditions, identifies the need for affordable housing and community development and provides strategies to address the needs over the next five years. The plan coordinates the City's housing and economic development with other public, private and non-profit community housing providers and non-housing service agencies. The resulting Consolidated Plan will provide a unified vision for community development and housing actions with the primary goals of providing affordable housing, and public services, revitalising target neighborhoods, and preserving historic resources.

Anticipated Project Timeline

Consultant's contract awarded by City Council and signed by the consultant
- Before December 31, 2022.

Consultant's anticipated project start date - January 3, 2023

The consultant shall hold the first Public Needs Hearing / Meeting - Date To Be Determined

- The meeting advertisement must be published in the newspaper at least 10 business days before the public hearing - Date To Be Determined

The consultant shall hold the second Public Needs Hearing / Meeting - Date To Be Determined

- The meeting advertisement must be published in the newspaper at least 10 business days before the public hearing - Date To Be Determined

The consultant's submittal of the final documents to the Community Development Department staff – October 1, 2023

- City staff needs to cut and paste the documents into IDIS

The consultant shall place an advertisement in the newspaper that contains a summary of the final documents

- The advertisement publication date must be published no later than October 13, 2023. The public comment period on the final documents is 30 days.

The consultant shall hold the third Public Meeting

- The consultant shall obtain public comment on the final documents that will be presented by the Mayor to City Council for approval
- The meeting date advertisement must be published in the newspaper a minimum of 10 business days before the third public meeting date.

The consultant's presentation of the documents to the Mayor and City Council
- Dates To Be Determined

City Council's vote to approve or deny the resolution approving the documents
- November 13, 2023

The City's submittal in IDIS of the final FY2024 to FY2028 Consolidated Plan and FY2024 Action Plan to HUD - November 15, 2023

Assignment of Key Staff

The key member(s) of the consultant's staff must be identified and assigned to the project for the duration of the contract unless the City of Reading agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Use and Qualifications of Subcontractors

The City recognizes that subcontractors may be required or desired for components of the project. For each selected subcontractor proposed to be used by the firm, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project. This shall be no more than one page per subconsultant or firm. In the event that a firm is being selected based upon an individual who will be performing the majority of the work for the firm, please state this and provide this page of information related to this individual's experience as a key project team member, not the firm's experience.

In the event subcontractors are proposed to be used, they will be required to complete the attached Subcontractor Surety Agreement within ten days of the award of the contract.

Records Retention and Confidentiality

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and / or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing firm shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

Qualification Criteria

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications so DO NOT include a rate sheet with this part of the submission.

Please provide the time and material and the not-to-exceed project cost as well as the applicable rate sheets in a separate sealed package simultaneous to the technical proposal. The technical proposal will be evaluated by the committee first with the project cost being opened later and included in to the rating criteria.

Please submit seven (7) sealed, bound copies of the firm's technical proposal and seven (7) sealed copies of the firm's project cost each with the notation of "The preparation of the City of Reading Pennsylvania's FY2024 to FF2028 Consolidated Plan, the FY2024 Action Plan, and the Analysis of Impediments to Fair Housing Choice" as detailed below to:

City of Reading
Administrative Services Department
Purchasing Office
815 Washington Street
Reading, PA 19601-3690

The response shall address firm specific information followed by personnel, reference projects, and local presence as detailed below:

- Provide general firm information including location of headquarters, number of offices, total number of employees, number of technical staff geographic location of project's primary client contact, and numbers of years firm has been performing similar projects.
- Provide a comprehensive list of similar recent projects. Provide at least five project references in the past ten years. Details shall include: client name, client contact information, project location, key personnel, duration of project or portion of project if project involves other work beyond this scope, and projected and actual cost.
- Indicate number of projects currently under contract.
- Identify selected key team personnel with relevant qualifications and certifications as well as firm tenure.
- In the event of any proposed subcontractors, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project.
- Indicate the firm's experience with the City of Reading as well as clients in Berks County, Pennsylvania in the past ten years by client and contact information, type of project, and project and firm scope.

Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all Consultant/Construction Manager firms, the City prohibits communication to or with any City department director, division manager, employee, or agent during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office via the Penn Bid website. Any and all questions shall be submitted no later than 2:00 p.m., prevailing time, on August 12, 2022.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be submitted electronically via Penn Bid on August 23, 2022.

Evaluation and Selection Process

Firms shall submit a response to this RFP by September 1, 2022. The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFP is to select the best suited firm(s) using a quantitative ranking system followed by the interview of selected firm(s), if determined by the committee to be necessary. This process and the number of firms interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

Until the final firm selection, negotiation, award, and contract execution all contact with the City of Reading regarding this topic is to be directed to the Administrative Services Department – Purchasing Office or the designated legal counsel finalizing contractual details. Failure to comply with this request will result in the disqualification of the firm for further consideration.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, firms, or organizations are necessary, and select the firm best qualified to perform the scope of work. A qualification based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas in no particular order:

- 20 points - Scope of Proposal – Does the proposal show an understanding of the project objective, methodology, to be used and results that are desired from the project
- 20 points – Firm Capability – Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?

- 20 points – Assigned Personnel – Do the persons who will be working on the project have the necessary skills? Are sufficient people with the requisite skills assigned to the project?
- 20 points – Availability – Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
- 15 points – Cost and Work Hours – Do the proposed cost and work hours compare favourably with the Project Manager’s estimate? Are the work hours presented reasonable for the effort required in each project task or phase?
- 5 points – MBE/WBE /DBE/Labor Surplus/Section 3 – Does the firm qualify as a Disadvantaged Business Enterprise (DBE), a Labor Surplus Area Business Firm, a Minority-Owned Business Enterprises (MBE), a Section 3 Business Firm and/or as a Women-Owned Business Enterprises (WBE) firm?

The City may choose to conduct interviews with finalists after the initial review of proposals are complete. If interviews are conducted, finalists will be contacted individually by the Purchasing Coordinator’s office.

During the entire selection process, the firms shall only contact the Purchasing Coordinator regarding details of the work to be performed unless otherwise authorized. This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked firm and develop a final work scope and refine compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of Reading.

The City of Reading Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

Authorization of Invitation

Article VIII, Section 801 (b), of the City of Reading City Charter, gives the City the ability to engage independent consultation to represent or advise on specific individual matters. This section further states that representation must be secured by the Request for Proposal (RFP) process. The City of Reading Purchasing Policy recognizes and states that the awarding of a contract for professional services cannot be based solely upon the selection of the lowest bidder. Emphasis is placed on factors such as professional qualifications, experience, and familiarity with the nature of the services to be performed.

This RFP is issued by the City of Reading. Any questions or clarifications concerning the RFP shall be directed to the Purchasing Coordinator via Pennbid.

All requests for additional information concerning the RFP process, acceptance and approval of a contract must be issued in written form by the same time as technical questions. Responses to all questions will be issued to all prospective proposers in the form of an addendum as discussed above.

Preparation of Proposals

Firms are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the firm's risk.

The applicant shall submit the requested information in a complete and concise manner within the page limitations discussed.

Proposals are to be prepared simply, providing a straightforward and concise description of the successful firm's, person's, or subcontractor's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

Each copy of the proposal and all documentation shall be bound in a single volume.

If erasures or other changes appear in the proposal, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a firm must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the firm must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

Modification or Withdrawal of RFPs

An RFP that is in the possession of the Purchasing Coordinator may be amended by telegram, letter, or fax transmission bearing the signature or name of the person authorized for bidding, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date of opening. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change in the RFP.

An RFP that is in the possession of the Purchasing Coordinator may be withdrawn by the firm in person, by fax, or by written request provided said request is in writing and properly signed or

by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of proposals by the City of Reading.

Right to Reject Proposals

Submission of a proposal indicates the acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Reading and the firm.

During the advertising process through the final firm selection and contract execution by both parties, any contact by proposing firms with any City representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement action.

The City of Reading reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a firm in responding to an RFP.

Disposition of Proposals

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

Minority and Women Business Enterprises

The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firms hereby agrees that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Disabled owned business firm
- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

Equal Employment Opportunity

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

- The firm will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The firm 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 firm agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City of Reading setting forth the provisions of this nondiscrimination clause.
- The firm will, in all solicitations or advertisements for employees placed by or on behalf of the firm, 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 firm's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City of Reading contracts.
- The firm will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

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 this Contract.

Subcontracts

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the firm will not be allowed to subcontract work under this contract unless the subcontractor and its scope of work is clearly defined and outlined within the proposal or written approval is granted by the City of Reading. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the selected firm. The authorization of a subcontractor is to

perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the selected firm. All directions given to the subcontractor in the field shall bind the selected firm as if the notice had been given directly to the selected firm. Should the firm elect to use any subcontractors, they are to provide a payment bond as included in the following forms.

Independent Proposal

The parties hereto expressly agree and understand that the successful firm may not be an employee or agent of the City of Reading in any sense. Furthermore, the successful firm may not be affiliated with any chemical, technology, process, vendor, or manufacturer related to wastewater treatment. Any and all potential conflicts of interest should be brought to the City's attention immediately. Contracts may be terminated should the situation warrant such action.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful firm. Incorporated into that contract will be this Request for Proposal for Professional Services and the Proposal accepted by the City.

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

The contract, when executed, shall be deemed to include the entire agreement between the parties; the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

Contract Alterations or Modifications

This contract will be under the direct supervision of the City and/or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the firm and the City's authorized representatives 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 written agreement.

Manner of Payment

The successful firm will submit monthly invoices to the City of Reading before the payment of services. Those invoices shall be submitted to the Community Development Department of the City of Reading. Upon receiving the requisite authorizations, the City of Reading will process the successful firm's invoices less retainage and forward payment by check. The City requires the firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. This should also include any problems encountered as well as areas where a regulatory response is required or modifications are

required due to a regulatory response and all areas impacted. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

Contract Termination

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

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFP or of the contract.
- The firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors, or proper equipment.
- The firm neglects to carryout the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

Dissemination of Information

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

Ownership and Use

Firm shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

Special Conditions

It is the objective of this RFP to solicit proposals for a firm to perform professional services as described above.

It is the City's intent that this RFP will encourage competition. It shall be the proposer's responsibility to advise the City in writing of any language, requirements, specifications, etc., or any combination thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Coordinator no later than one week prior to due date.

The City of Reading Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions.

Qualifications

Each firm is requested to designate and name a qualified representative who shall be the contact with the designated City representative. This representative shall oversee all activities regarding the subject matter of this RFP if he/she or his/her firm is selected.

The desired experience and technical requirements for the submission are detailed above in the Scope of Work. The successful firm shall be responsible for personnel, supplies, equipment, and local travel cost. The successful firm may bill the City for actual costs for additional tasks requested and authorized in writing by the City.

Indemnification

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

Insurance

The successful firm 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 firm shall indemnify and hold harmless the City of Reading from all suits or

actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. The selected firm shall protect the City, its agents, and employees, from any litigation involved in this contracted work. The firm's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading. All subcontractors must also furnish copies of their liability insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

Insurance Limits Requirements

The City requires the following insurances and limits as a minimum for a firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. 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. Due to the nature and the scope of the project, the City of Reading also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Umbrella/Excess Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.
- 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 City.
- 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.
- Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected firm shall furnish to the City of Reading 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 modified or cancelled without thirty

(30) days advance written notice to the City of Reading. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. Please forward a certificate of insurance verifying these insurance requirements.

Taxes

The City of Reading is tax exempt. Tax exemption certificates will be issued to the successful firm upon request.

The successful firm will be responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation Law with respect to this contract.

Observance of Laws, Ordinances, and Regulations

The successful firm shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of Reading and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

Retention of and Right to Audit Records

The City of Reading shall be entitled to audit the books and records of a firm or any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the successful firm for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractors(s) for a period of ten (10) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

submitted the attached Proposal;

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

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

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

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

(Name and Company Position)

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

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

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

BIDDER

TITLE

SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__ by and between the CITY OF READING, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City").

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19____ (hereinafter the "Primary Contractor")

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19____ (hereinafter the "Subcontractor")

BACKGROUND

- A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of _____ (the "Contract"); and
- B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and
- C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and
- D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF READING

By: _____

Name:

Title:

Attest: _____

Name:

Title:

PRIMARY CONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title:

SUBCONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title:

City of Reading
Community Development Block Grant
Professional Services Contract Appendix

1. Environmental Mitigation Measures

The consultant will comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968

The consultant will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of \$100,000)

The consultant shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368) , Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. Energy Efficiency

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 USCA 6321 et. seq.).

5. Minority Business Enterprise

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the consultant will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the consultant must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. Ownership of Document

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the consultant services shall be promptly delivered to the City of Reading, Pennsylvania. The consultant shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the consultant does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the consultant's written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the consultant.

7. Debarment

The consultant by executing this contract certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. Reports and Information

The consultant will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records

It is expressly understood that the consultant's records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the consultant and the City of Reading, Pennsylvania by the terms of this contract. It is understood by the parties hereto that the consultant is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. Conflict of Interest

The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The consultant further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The consultant may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974

The consultant will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. Nondiscrimination

The consultant will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

15. Procurement of recovered materials

Pursuant to 2 CFR Part 200.322 the consultant shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.