

REQUEST FOR PROPOSALS
LABORATORY SERVICES
CITY OF READING, PENNSYLVANIA



TABLE OF CONTENTS

Introduction
Pre-Proposal Conference
Proposal Submission.....
Scope of Work
Assignment of Key Staff.....
Use and Qualifications of Subcontractors.....
Records Retention and Confidentiality.....
Qualification Criteria
Questions Regarding Specifications or Proposal Process
Evaluation and Selection Process
Authorization of Invitation
Preparation of Proposals
Modification or Withdrawal of Proposals.....
Right to Reject Proposals
Disposition of Proposals
Minority and Women Business Enterprises.....
Equal Employment Opportunity
Employment of Certain Persons Prohibited.....
Subcontracts.....
Independent Proposal
Execution of Contract
Contract Alterations or Modifications
Manner of Payment.....
Contract Termination.....
Rights upon Termination of Contract
Dissemination of Information
Ownership and Use
Special Conditions
Qualifications.....
Indemnification.....
Insurance.....
Insurance Limits Requirements
Taxes.....
Observance of Laws, Ordinances, and Regulations.....
Retention of and Right to Audit Records.....
Non-Collusion Affidavit
Non-Discrimination Statement
Subcontractor’s Surety Agreement.....

NOTICE AND INSTRUCTIONS

CITY OF READING, PENNSYLVANIA

NOTICE TO CONTRACTORS

The City of Reading is requesting proposals for analytical laboratory services and support. The intent is to retain an analytical laboratory to perform laboratory work associated with the City's NPDES permit, Wastewater Treatment Plant samples and the industrial pretreatment program along with consultation for procedures that are performed or shall be performed by The City of Reading's Laboratory or any other supportive roles the laboratory may offer. An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the Pennbid Program (www.pennbid.procurement.com). Proposals shall be received until 3:00 P.M., prevailing time on April 5, 2023.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

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

Tammi Reinhart
Purchasing Coordinator

INSTRUCTIONS TO BIDDERS

PROPOSAL SUBMISSION

Proposals shall be submitted via the PennBid Program (<https://pennbid.procureware.com>) no later than 3:00 pm, prevailing time on April 5, 2023.

Proposals received via PennBid after the hour specified will not be considered. Cost proposals and Technical proposal should be submitted separately.

PROFESSIONAL SERVICES

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (www.pennbid.procureware.com). Proposals shall be received until 3:00 P.M., prevailing time on April 5, 2023. The City of Reading is requesting proposals to secure analytical laboratory services and support. The intent is to retain an analytical laboratory to perform laboratory work associated with the City's NPDES permit, Wastewater Treatment Plant samples and the industrial pretreatment program along with consultation for procedures that are performed or shall be performed by The City of Reading's Laboratory or any other supportive roles the laboratory may offer. The contract shall be for a period of three (3) years with the option to extend the contract for an additional year, based on an annual review by the City, to a maximum of four (4) years total.

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

Specifications and Proposal Forms for the above work can be obtained via Penn Bid website at www.pennbidprocureware.com

Bids received after the hour specified, will not be considered.

PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting. Any and all questions must be submitted to the City, via PennBid, no later than 2:00 pm, prevailing time, on March 22, 2023.

SCOPE OF SERVICES

The City of Reading Wastewater Treatment Plant Laboratory is seeking a qualified analytical laboratory capable of providing the following laboratory work and analyses associated with the City's Wastewater Treatment Plant NPDES permit and the industrial pretreatment program. All testing requirements are based on but not limited to the City's current NPDES permit and industrial waste permits. The number and type of required analysis are estimates and may change due to regulatory requirements, environmental conditions and any unforeseen circumstances. Payment under this contract will be for the actual number of samples and the type of analyses requested, at the agreed upon unit prices in the proposal.

A. Analytical Testing

1. Monthly
 - a) TKN on Influent
 - b) Nitrate-Nitrite as N, TKN, and Total Nitrogen (Calculation) on Effluent
 - c) Copper, Lead, Selenium, and Zinc on Effluent
 - d) Low Level Mercury (0.00005 mg/L Quantitation Limit) on Effluent, with a field blank
2. Quarterly on Effluent only
 - a) E. Coli (No./100 mL)
3. Quarterly on the Influent, Effluent, 6th Street Pump Station, Grit Chamber Pump Station, and Sludge sample (sludge sample to be reported both as wet weight and dry weight results)

Wastewater Samples

- a) Arsenic – Total
- b) Cadmium – Total
- c) Chromium – Total
- d) Copper – Total
- e) Cyanide – Total
- f) Cyanide – Free
- g) Lead – Total
- h) Mercury – Total
- i) Molybdenum – Total
- j) Nickel – Total
- k) Selenium - Total
- l) Silver – Total
- m) Zinc – Total
- n) Phenolics - Total
- o) Oil and Grease (HEM)
- p) Silica Gel Treated (SGT-HEM)

Sludge Samples

- a) Chromium – Total
- b) Silver – Total
- c) Cyanide – Total
- d) Cyanide – Free
- e) Phenolics - Total
- f) Oil and Grease (HEM)
- g) Silica Gel Treated (SGT-HEM)
- h) Phosphorus – Total
- i) Total Solids
- j) Color – Visual

4. Semi-Annually

a) Form 43 on Biosolids (see page 27)

5. Annually

- a) Priority Pollutant Scan – total of five (5) locations; one sludge, 4 wastewater samples (see pages 28-29)
- b) Form U for Landfill use; four (4) locations, solid samples (see page 27)
- c) PCB Congeners scan, Wet and Dry event, on Effluent, with a blank for each sample. (To be sampled by contracted lab)
- d) Whole Effluent Toxicity (WET) on Effluent. If failed, then must be repeated again. If failed for a second time, it must be performed quarterly until there are four consecutive passes.

6. Industrial Pretreatment Program

- a) Ammonia – 32 per year
- b) Arsenic – 92 per year
- c) Beryllium – 2 per year
- d) Cadmium – 97 per year
- e) Chromium – 98 per year
- f) Copper – 117 per year
- g) Lead – 110 per year
- h) Mercury – 113 per year
- i) Molybdenum – 145 per year
- j) Nickel – 98 per year
- k) Silver – 96 per year
- l) Zinc – 131 per year
- m) Cyanide, Total – 106 per year
- n) Cyanide, Free – 23 per year
- o) Phenolics, Total – 107 per year
- p) Oil and Grease (HEM) – 260 per year
- q) TRPH (SGT-HEM) – 168 per year
- r) Pentachlorophenol/Trichlorophenol – 3 per year
- s) Volatile compounds – 6 per year

7. Additionally, submit a separate, complete price listing of all environmental analyses offered by the laboratory. All prices must be based on a normal turnaround, which must be defined in your proposal. Please address any possible discounts for multiple samples, additional costs for “rush” turnarounds, additional costs for late afternoon and weekend pick-ups or deliveries, and any other factors that might affect overall costs to the city.

8. An hourly rate shall be quoted for analytical consultation for procedures that are performed or shall be performed by the City of Reading’s Laboratory.

9. At no additional charge, Laboratory shall provide all sample containers (preserved if necessary), preservatives, sample labels and chain of custody forms.

B. Analytical/Reporting Requirements

1. All analyses shall be performed by approved methods listed in the current 40 CFR Part 136, as amended, for the duration of the contract or an approved method.
2. All analytes must be accredited under Chapter 252 and NELAP.
3. The laboratory shall provide a list of all reporting limits for all analyses and analytes.
4. Final Laboratory reports will provide the following documentation pertaining to the requested analyses:
 - a) Copy of the Chain of Custody submitted with samples containing the following information supplied by the City of Reading:
 - i. Person sampling
 - ii. Sampling date, time, and location
 - iii. Sample type
 - iv. Analysis requested
 - v. Matrix
 - vi. City of Reading Sample ID number as appears on Chain of Custody
 - b) Test method used for the analysis and reporting limits for that method
 - c) Person performing analysis
 - d) Date and time the analysis was performed
 - e) Date and time the sample was received
 - f) Results with units
 - g) Any qualifiers or flags
5. For analyses listed, completed reports shall be reported to the City within ten (10) working days. Both electronic and hard copies required.
6. Laboratories must be available to pick-up samples at the City's Wastewater Treatment Plant, Fritz Island, 899 Morgantown Road, Reading PA as needed Monday through Friday between 1:00 and 3:00 PM.
7. Any analysis performed by a subcontractor is to be noted as such on the bid form with a listing of the subcontractor(s) attached. Subcontractors are subject to the same accreditations and QA/QC requirements as discussed in these specifications. All analyses performed by a subcontractor shall be reported on the subcontractor's original forms and/or letterhead.

C. The City and/or its agents may conduct periodic inspections of the contract laboratory facility to confirm proper test methods and proper QA/QC procedures. In addition, the City may periodically submit to the sub lab "blind" samples for quality control purposes.

Minority and Woman Enterprise Participation and Participation by Labor Surplus Area and Section 3 Firms.

If the individual, firm or organization qualifies under any of these four categories, the individual, firm or

organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

QUALIFICATIONS/EXPERIENCE

The response to this RFP shall incorporate adequate information as detailed below for the City to evaluate the laboratory's ability to perform laboratory work associated with the City's NPDES permit, Wastewater Treatment Plant samples and the industrial pretreatment program. 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 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.

The qualified proposer must have and submit the following qualifications:

- Laboratory shall have and maintain PADEP Chapter 252 Environmental Laboratory Accreditation.
- Laboratory shall have and maintain the proper NELAP Accreditation.
- Laboratory shall supply the latest performance on proficiency tests for the pollutants requested to be analyzed.
- Laboratory shall submit QA/QC Manual.
- Laboratory shall submit the most recent copies of the latest audit reports for both NELAP and for Chapter 252 Accreditation and any corrective actions for the analytes being requested.
- The Laboratory shall show proof of more than 5 years accredited (NELAP) experience in testing the requested parameters.
- Financial information and documentation to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one or more years. Also include (if any) any and all information and circumstances regarding your firms involvement in any legal dispute resulting from analytical laboratory services rendered by your firm for which settlements have been made.
- The successful proposal submission shall include at least two (2) references, including names (contact personnel), and/or entities, addresses, and phone numbers and relevant experience for which the proposer has performed the scope of work stated in this RFP.
- The successful proposer shall submit resumes for all principles, designated representatives and a firm brochure (if available) handled by the designated representative.
- Provide general firm information including location of headquarters, number of offices, total number of employees, and the number of technical staff.
- Indicate whether your firm has ever been discharged from a contract or subcontract and if so, please provide all details.

EVALUATION OF PROPOSALS

The City of Reading will evaluate each written proposal, determine whether oral discussions with the

individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The evaluation will be based upon the following areas:

Completeness of response to the RFP

Relevant experience

WBE/MBE

Stability/Price

Presentation

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.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. 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.

INSURANCE

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

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. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with 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 names of the Contractor and the City, as their respective interests may appear. 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 modified or cancelled without thirty (30) days advance written notice to the City. 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."

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.

EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor 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.

SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

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

SUBCONTRACTS

The Contractor will not be allowed to subcontract work under this contract unless the City grants written approval. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. 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 Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

The contractor shall not assign work to another vendor or subcontract the work without the express written approval of the City. 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.

BUSINESS PRIVILEGE 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 2¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

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

BASIS OF PAYMENT

All prices to be quoted F.O.B. Reading, PA destination. The City of Reading is tax exempt.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

QUESTIONS REGARDING SPECIFICATIONS ON PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the Bid documents will be made to any bidder orally.

Every request for such interpretation shall be submitted via the “Questions” tab within PennBid to be given consideration must be sent in prior to 2:00 p.m. on March 22, 2023.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via PennBid to all prospective proposers no later than March 29, 2022.

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

WITHDRAWAL OF PROPOSALS/BIDS

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4 as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

BID REJECTION

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is determined to be in the best interest of the City.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City on form as included within the bidding documents for the appropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor 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.

METHOD OF PAYMENT

The City will accept invoices no more frequently than once a month. Each invoice shall be accompanied by a timesheet detailing all employee time logged for the prior month. The timesheet must list each guard by name, location and daily hours worked. Invoices shall be paid completely by the City no more than forty-five (45) days of receipt of invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of the invoice of any items questioned. The Contractor shall prepare a verification date for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result or the purchase of any materials purchased in connection with the contract and contractor, unless directed by City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes City, in its own name or the name of contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contracts with subcontractors.

NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

DISCONTINUANCE OF WORK

The Contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City.

CONTRACT TERMINATION

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

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The contractor refuses to proceed with work when and as directed by the City.
6. The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons: Tammi Reinhart, Purchasing Coordinator at Tammi.Reinhart@readingpa.gov.

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 bids.

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

Bid 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 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 bidder with responsibilities for the preparation, approval, or submission of the bid.

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

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid 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 bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

of _____, the Bidder that has submitted the attached Bid or Bids;

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

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

Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Bidder 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 Bidder 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

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these on an attached sheet, showing amount of each contract and the appropriate anticipated dates of completion.)
7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract ? _____. If so, where and why?

9. List the more important projects recently completed by your company on an attached sheet, stating the approximate cost of each, and the month and year completed.
10. List your major equipment available for this contract.

11. Describe experience in construction work similar in importance to this project on an attached sheet.

Statement of Bidder's Qualifications

12. Background and experience of the principal members of your organization, including the officers.

13. Credit available: \$ _____

14. Give Bank reference: _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

16. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? _____

If so, give full details. _____

(B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency? _____. If so, give full details _____

17. Name, address, phone number, and contact person at surety company who will provide bonding for this contract:

18. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

19. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the City of Reading in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____ this _____ day of _____, 20 ____.

(NAME OF BIDDER)

BY: _____

TITLE: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Notary Public

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

BIDDER

TITLE

CONTRACT DOCUMENTS

C O N T R A C T

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this _____ day of _____, in the year two thousand and _____, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and _____, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of _____ and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: _____

_____ (state here the lump sum amount, unit prices, or both as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the work to be done under this contract, upon receiving written notice from the Police Chief, or other applicable Director.

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on _____

IN WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the second part.

the day and year first above written.

CITY OF READING

Mayor

ATTEST:

City Clerk

Signed and Sealed in the Presence of

CONTRACTOR

PRESIDENT

SECRETARY

PERFORMANCE BOND

Know All Men By These Presents that we, _____
(CONTRACTOR)

hereinafter called the PRINCIPAL, and _____
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of the _____ are held and firmly bound unto _____ hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20____, to perform the WORK for the OBLIGEE, in connection with the _____ as set forth in CONTRACT DOCUMENTS.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL, in accordance with the PROPOSAL, then the PRINCIPAL and OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the WORK in accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the WORK by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20_____.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

(PARTNERSHIP PRINCIPAL)

_____(Seal)
(Name of Partnership)

Witness:

By: _____(Seal)
(Partner)

Witness:

By: _____(Seal)
(Partner)

Witness:

By: _____(Seal)
(Partner)

Witness:

By: _____(Seal)
(Partner)

(CORPORATION PRINCIPAL)

Attest:

(Secretary)

(Name of Corporation)

By: _____
(President/Vice President)

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

Signed _____

(Title)

Subscribed and sworn to before me on

this ___ day of _____, 20 ___

(Title)

My commission expires:

(CORPORATION SURETY)

(Name of Corporation)

By: _____
** (Attorney-in-fact)

Witness:

(Corporate Seal)

** Attach an appropriate power of attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

STATEMENT ACCEPTING PROVISIONS OF WORKERS' COMPENSATION ACT

STATE OF _____

ss.

COUNTY OF _____

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____(SEAL)

For Corporation

(Name of Corporation)

By: _____
(Official Title)

Attest: _____
(Secretary or Asst. Secretary)

For Partnership

(Name of Partnership)

By: _____(SEAL)

_____(SEAL)
(Partners)

(Name of Insurance Company)

By: _____
Attorney-in-Fact

STIPULATION AGAINST LIENS

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

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

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

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

(SEAL)

(CITY OF READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

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

City of Reading, Pennsylvania.

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

EXECUTED this ____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

(Title)

NOTICE TO PROCEED

TO:

Project _____

Contract No. _____

Amount of Contract _____

You are hereby notified to commence work on the referenced contract on or before _____, 20____.

The contract provides for an assessment of the sum of \$500.00 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this _____ day of _____, 20____.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of foregoing Notice to Proceed is hereby acknowledged

By _____

this _____ day of _____, 20____.

By _____

Title _____