

Request for Proposals

Code and License Appeals Board

City Of Reading, Pennsylvania

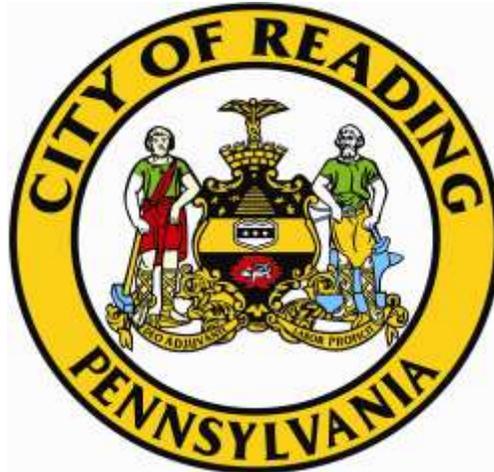


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The City of Reading, PA, hereinafter referred to as “the City” is conducting a selection process through a Request for Proposals (RFP) for a Solicitor for the Code and License Appeals Board.

PROPOSAL SUBMISSION

Proposals are to be submitted to the Purchasing Coordinator, City of Reading as discussed in the following pages until 2:00 PM, prevailing time, Thursday, February 18, 2016. Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

SCOPE OF SERVICES

Background and Scope of Work

By Bill No. 102-2014, the City of Reading City Council created a Code and License Appeals Board to hear and decide matters relating to the Business Privilege Code, the Property Maintenance Code, the Housing Code, the Vending Machine Code and the Solid Waste Code. The City of Reading is seeking proposals from qualified legal professionals to serve as the Solicitor for the Code and License Appeals Board. The selected person will attend appeal hearings and prepare legal decisions on behalf of the Board. In addition, the attorney selected for this role will assist the Board on an as-needed basis including answering Board member questions via email and/or telephone.

By ordinance, the Board shall hold a hearing within twenty (20) days of the filing of an appeal and file a written decision within ten (10) days after the appeal hearing. The time-critical decision from each hearing will include written Findings of Fact relevant to the controlling issues and a concise summary discussion with specific references to the provisions of the applicable ordinance. In preparing this document, the Solicitor may rely upon a hearing recording which will be available to the Solicitor immediately after the hearing.

Hearings shall be scheduled by the Property Maintenance Manager or his designee with prior consultation with the selected Solicitor. The hearing notifications to applicants and associated administrative matters will be handled by City staff, who will attend the hearing and be authorized to offer such information into the record.

Hearings will likely be held after normal business hours in an appropriate conference facility at City Hall and will be conducted in English. It is expected that the duration of the typical hearing will be no more than 20 to 30 minutes. For purposes of efficiency, hearings will be scheduled in sequence.

Please provide the following information for each candidate; firms may propose more than one candidate, but they must be separate submittals:

1. Name of and contact details for the proposed Solicitor
2. Legal experience and background, including directly relevant experience in Business Privilege, Property Maintenance, Housing, Vending Machine and/or Solid Waste issues
3. Post-secondary educational history including undergraduate and post-graduate degrees
4. Bar memberships
5. Relevant information about the firm with which the proposed Solicitor is associated (if any) and disclosure of any prior professional relationships with the City of Reading.
6. The flat fee per case (to include travel time, presiding over the hearing, transcript review, and preparation of a decision including summary Findings of Fact and discussion)
7. The billing method and hourly rate to respond to staff or board inquiries via telephone or e-mail
8. Disclosure as to whether the proposed Solicitor or any member of the firm with which he or she is associated owns rental property with the City of Reading and, if so, where such property is located

9. Disclosure as to specific engagements in which the proposed Solicitor has represented a litigant or defendant in any matter before the courts involving the City of Reading
10. Disclosure as to engagements in which the proposed Solicitor has represented a client in matters before any board within the last three years

Please submit seven (7) sealed, bound copies of the technical proposal and seven (7) sealed copies of the proposer's project cost each with the notation of "City of Reading Codes and License Appeals Board" as detailed below to:

City of Reading
Purchasing Division
815 Washington Street
Room 2-45
Reading, PA 19601-3690

Notice

The City of Reading is under no obligation to retain or engage one or more individuals to serve as a Solicitor pursuant to this Request for Proposals. Neither this RFP nor a proposal submitted in response thereto shall be considered an offer of terms for a contract. This RFP is an invitation to discuss a contract that may be developed upon mutually agreeable terms following negotiation as part of the City's selection process.

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.

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

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

The proposer 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 proposer's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

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 proposer 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 proposer 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 PROPOSALS

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 proposer 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 conproposeder 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 proposer of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and conproposeder in the contract between the City of Reading and the proposer.

During the advertising process through the final proposer selection and contract execution by both parties, any contact by proposing proposers with the project manager or any City representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. **Any such unauthorized contact may cause the disqualification of the proposer 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 proposer 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 proposers.

QUESTIONS REGARDING SPECIFICATIONS OR 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. 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.

No interpretations of the meaning of the RFP documents will be made to any proposer orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00 p.m. on Tuesday, February 2, 2016. Direct inquiries to:

Tammi Reinhart
Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
tammi.reinhart@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be sent to all prospective proposers by 10 a.m. Thursday, February 11, 2016.

MINORITY AND WOMEN BUSINESS ENTERPRISES

The City notifies all proposers 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. Proposers hereby agrees that upon the award of the contract, the proposer will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

EQUAL EMPLOYMENT OPPORTUNITY

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

- The proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The proposer will take 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 proposer 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 proposer will, in all solicitations or advertisements for employees placed by or on behalf of the proposer, 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 proposer'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 proposer 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 proposers are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the proposer 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 proposer. 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 proposer. All directions given to the subcontractor in the field shall bind the selected proposer as if the notice had been given directly to the selected proposer. Should the proposer 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 proposer may not be an employee or agent of the City of Reading in any sense. Furthermore, the successful proposer 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.

EVALUATION AND SELECTION PROCESS

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, proposers, or organizations are necessary, and select the proposer best qualified to perform the scope of work. A qualification based selection process will be used. Qualifications will outweigh all other considerations. The City will begin negotiations with the highest ranked proposer and develop a final work scope and refine compensation.

During the entire selection process, the proposers 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 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.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. 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.

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

- Proposer’s Qualifications and Experience/Training of the Proposed Project Team
- Understanding of the Scope of Work
- References from Similar Completed Projects
- Ease of Use of Delivered Products
- Price

EXECUTION OF CONTRACT

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

The successful proposer 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 proposer 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 proposer 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 proposer will submit monthly invoices to the City of Reading before the payment of services. Those invoices shall be submitted to the Accounts Payable Division – 815 Washington Street, Reading, PA 19601. Upon receiving the requisite authorizations, the City of Reading will process the successful proposer's invoices and forward payment by check.

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 proposer does not adequately comply with the specifications of the RFP or of the contract.
- The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors, or proper equipment.
- The proposer neglects to carryout the directions of the City.
- The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The proposer refuses to proceed with work when and as directed by the City.
- The proposer abandons the work.

RIGHTS UPON TERMINATION OF CONTRACT

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

Upon termination, the successful proposer 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 proposer 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 proposer or its agents or employees.

OWNERSHIP AND USE

Proposer 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 proposer or at the proposer's direction for the City pursuant to this contract and utilized by the City.

INSURANCE

The successful proposer 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 proposer 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 design proposer shall protect the City, its agents, and employees, from any litigation involved in this engineering design work. The proposer'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 design proposer being considered for the WWTP design 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:

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.

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 County.

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 design proposer 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 proposer upon request.

The successful proposer 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 proposer 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 proposer 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 proposer 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 proposer or the proposer'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 proposer 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 proposer 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 proposer 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 proposer, 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, proposer 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, proposer 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 Proposer)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my proposer 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 a proposerative 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