

REQUEST FOR PROPOSAL  
BOND COUNSEL  
READING PARKING AUTHORITY

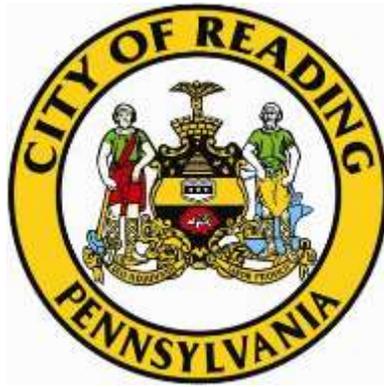


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## **PROFESSIONAL SERVICES**

The Reading Parking Authority (RPA) is soliciting competitive sealed proposals from qualified vendors for bond counsel firms to assist the RPA in connection with future financing activities. The RPA seeks to review the qualifications of bond counsel firms who wish to assist the RPA in the issuance and sale of its various obligations to finance various projects. The intended purpose of this RFP is to establish a firm to provide bond counsel services to the RPA in connection with any financing(s) that may be executed by the RPA in connection with the various projects.

Proposals will be received by the RPA until 3:00 p.m., prevailing time, on October 23, 2018 in the Executive Director's Office, 613 Franklin Street, Reading, PA 19602.

## **PROPOSAL SUBMISSION**

The original proposal and four (4) copies as well as an electronic copy shall be submitted in a **sealed** envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the Executive Director's Office, 613 Franklin Street, Reading, PA, until 3:00 P.M., prevailing time on October 23, 2018. The envelope shall be clearly labeled as **Bond Counsel**.

Proposals received at the Executive Director's Office after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

## **PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal meeting.

## **PROPOSER'S CLARIFICATION**

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

## **INSURANCE**

The Successful Proposer, at the time of execution of the contract, shall furnish the RPA with the insurance certificate of adequate limits, as later indicated, to protect the RPA, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Workmen's Compensation insurance certificates to the RPA. No subcontractor will be allowed to perform any work under this contract by the RPA unless such certificates are submitted to and approved by the RPA beforehand.

## **WORKMENS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such 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 Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the RPA free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer 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, including all legal defense costs incurred by the RPA. The 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 RPA from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the RPA, produce evidence of settlement of any such action before final payment shall be made by the RPA. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the RPA.

The Proposer shall maintain such insurance as will protect the Proposer 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. Proposer's liability insurance shall be in the names of the Proposer and the RPA as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the RPA as additionally insured. Certificates of such insurance shall be filed with the RPA.

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.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the RPA a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the RPA, 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 RPA. Such certificate shall be issued to: ***Reading Parking Authority, 613 Franklin Street, Reading, PA 19602***. 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 RPA.

Please forward a certificate of insurance verifying these insurance requirements.

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

**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 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 Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the RPA 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 RPA 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.

#### **ALTERATIONS OR MODIFICATIONS**

This Contract will be under the direct supervision of the RPA 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 RPA 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.

#### **SUBCONTRACT**

The Proposer will not be allowed to subcontract work under this Contract unless written approval is granted by the RPA. The Sub-proposer, as approved, shall be bound by the conditions of the Contract between the RPA and the Proposer. The authorization of a Sub-proposer is to perform in accordance with all terms of the Contract and Scope of Services. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub-proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

#### **RIGHT TO AUDIT RECORDS**

The RPA shall be entitled to audit the books and records of a Proposer or any Sub-proposer 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 Proposer for a period of three (3) years from the date of final payment under the prime contract and by the Sub-proposer for a period of three (3) years from the date of final

payment under the Subcontract unless a shorter period is otherwise authorized in writing.

## **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 report or documents relating to the RPA, the account or performance of services under the agreement without prior written consent of the RPA; and shall indemnify and hold harmless the RPA, 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 RPA, the account or the Contract by the Proposer or its agents or employees.

## **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 service rate of 2.25 mills upon the gross receipts attributable to business conducted within the City of Reading.

## **PERMITS/LICENSE**

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

## **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

The Proposer 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 Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to the hiring, wages, and any other applicable conditions of employment.

## **WITHDRAWAL OF PROPOSALS**

Proposers will be given permission to withdraw any proposals after they have been received by the RPA at its office, 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 ninety (90) days following the formal opening and receipt of proposals by the RPA.

## **PROPOSAL REJECTION**

The RPA reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the RPA.

## **EXECUTION OF CONTRACT**

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

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 RPA, or other persons. All attachments are considered as part of this document.

## **CONTRACT TERMINATION**

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

- A. Previous unknown circumstances arise making it desirable in the public interest to void the Contract.
- B. The Proposer is not adequately complying with the specifications.
- C. The Proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The Proposer in the judgment of the RPA is unnecessarily or willfully delaying the performance and completion of the work.
- E. The Proposer refuses to proceed with work when and as directed by the RPA.
- F. The Proposer abandons the work.

## **SCOPE OF SERVICES**

The function of bond counsel may include, but shall not necessarily be limited to, the following:

1. Legal services relating to the planning and development of any proposed bond issues and the tax implications of the use of the proceeds of such bonds, including the tax implications of the use of the projects being financed by the issuance of such bonds for the purposes of structuring, issuance and sale of its various obligations to finance various RPA projects;
2. Attendance and participation in meetings for the development or sale of the bonds, or the dissemination of information in connection therewith, if determined by the RPA to be necessary;
3. Drafting or reviewing necessary documents and, if determined by the RPA to be necessary, handling or participating in legal or administrative proceedings in connection with the authorization, sale, issuance and delivery of the bonds to ensure compliance with appropriate Federal and State laws;
4. Furnishing the approving legal opinion, acceptable to the RPA and the purchasers of the bonds, setting forth a description of the bonds and an opinion as to the validity of the bonds, the lien on the revenues pledged to the bonds, the exclusion of interest on the bonds for federal income tax purposes, the exemption of the bonds from taxes of the Commonwealth of Pennsylvania, and other matters customarily covered by such approving legal opinion;
5. Furnishing a supplemental bond counsel opinion regarding the fairness and accuracy of certain information in the Preliminary Official Statement and Official Statement regarding the description of the bonds, the security for the bonds and the tax exemption of the bonds and interest thereon; and,

6. Other related legal services as may be requested from time to time.

### **SEALED FEE PROPOSAL**

The Fee Proposal should be submitted in a separate, sealed envelope clearly marked "Fee Proposal".

### **INFORMATION REQUIRED WITH PROPOSALS**

1. Qualifications and Experience.

Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal.

Identify the key personnel to be assigned to render the services required.

Provide a list of past experience.

2. Stability.

Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.

3. 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 three categories, the individual, firm or organization shall set forth the basis so that the RPA can determine which categories (s) are applicable.

Minority owned business firm; Woman owned business firm  
Labor Surplus area business firm  
Section 3 business firm

### **COMPENSATION**

Based upon direct labor hours and expenses, the proposal must include the rate for each position to be used in providing the services. It also must include the percentage of overhead the offeror proposes to charge.

The RPA intends to execute a Contract with the successful offeror, which provides for the furnishing of technical services based upon: (1) direct labor hours at specified fixed hourly rates, including direct and indirect labor, overhead, and profit; and (2) expenses at cost. The proposal shall contain a "not to exceed" total cost figure.

Provide a fee schedule with a breakdown of rates for individual personnel and all reimbursable expenses.

Identify all Reimbursable Expenses.

### **EVALUATION OF PROPOSALS**

The RPA 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 RPA, 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

The Proposer 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.

### **ASSIGNMENT OF KEY STAFF**

The key member(s) of the Contract identified must be assigned to the Contract and must remain assigned to the Contract for its duration, unless the RPA agrees in writing to modify the assignment. If a key member leaves during the course of the Contract, the RPA must be notified immediately, and the Contractor must submit the replacements name and credentials for approval by the RPA prior to that person starting work on the Contract.

### **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.

### **QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

To ensure fair consideration for all Proposers, the RPA 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 RFP documents will be made to any bidder orally.

Every request for such interpretation shall be in writing to the RPA, and to be given consideration must be received in writing prior to 10:00 A. M. on October 18, 2018. Direct inquiries to:

Thomas J. MacDougal IV, Executive Director  
613 Franklin Street  
Reading, PA 19602  
EMAIL: thomasmacdougal@readingparking.com

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than October 20, 2018.

Additionally, the RPA prohibits communications initiated by a Proposer to any RPA Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the RPA will be initiated by the appropriate RPA 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.

## 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 Anti-Bid 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 Reading Parking Authority 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 Reading Parking Authority, 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 Reading Parking Authority 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 Reading Parking Authority 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

**PROVIDER’S CERTIFICATION OF NON  
INDEBTEDNESS TO THE READING PARKING  
AUTHORITY (“RPA”)**

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

\_\_\_\_\_  
Name of  
Provider

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_  
President or Vice President

Attest: \_\_\_\_\_