



**REQUEST FOR PROPOSAL**  
**FOR**  
**18-001**  
**TRAFFIC ENGINEERING SERVICES FOR**  
**2019 ENGINEERING AND TRAFFIC SURVEY (E&TS)**

**BOROUGH OF BATH**  
**Public Works Department**  
**121 South Walnut St**  
**Bath, Pennsylvania 18014**

**Release Date**  
**November 1, 2018**

***"Bath, History Nestled With Friendship"***

**REQUEST FOR PROPOSAL (RFP)**  
**18-001 TRAFFIC ENGINEERING SERVICES FOR**  
**2019 ENGINEERING AND TRAFFIC SURVEY (E&TS)**

Dear Proposers:

The Borough of Bath (hereinafter referred to as the “borough”) is requesting proposals from a qualified public entity or private firm, to establish a contract for the 2019 Engineering and Traffic Survey (E&TS).

Sealed proposals shall be received by the Borough of Bath to wit: The Borough Manager, 121 South Walnut Street Bath, Pennsylvania, 18014, on or before the hour of **10:00 a.m. on November 26, 2018.**

It shall be the responsibility of the proposer to deliver his proposal to the Administrative office by the announced time. Delivery Location: Borough of Bath, Municipal Building, 121 South Walnut Street (Attn: Bradford T. Flynn, Borough Manager), Bath, Pennsylvania 18014.

The Proposals shall be to the attention of Borough Clerk in a sealed envelope identified on the outside with the Proposer’s Business Name, Proposer Identity— Request for Proposals for **Traffic Engineering Services - 2019 Engineering and Traffic Survey (E&TS)** and the due date. Proposals will not be publicly opened.

The Request for Proposals (**RFP No. 18-001**) may be downloaded from the Borough of Bath website at <http://bathborough.org>.

## **1. BACKGROUND**

The Borough of Bath is located between five state highways nearly geographically centered within Northampton County, Pennsylvania. The borough was established in 1737 and incorporated as a borough in 1856. The borough has a rich and colorful history.

The borough is a cross-roads community, literally. With State Routes 512 (Walnut St), 987 (Chestnut St), 329 (Race St), 248 (Northampton St), and 3020 (E. Main St), the borough is a transportation hub community with an increasingly challenging traffic problem.

Bath however, originally served as a stopping point in the early 20<sup>th</sup> Century for all kinds of area visitors. There was nightlife, entertainment, and dining that made Bath a place for folks to stop by and relax. Bath has still retained its small-town charm with local shops and eateries amidst the increase in traffic congestion. The town is undergoing a renaissance period making it an attractive bedroom community. With an increase in business activity, bike trails, and municipal festivals, Bath is once again become a go-to destination.

## **2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP

November 1, 2018

Deadline for Written Questions	November 19, 2018 by 4:00 p.m.
Responses to Questions Posted on Web	November 21, 2018 by 4:00 p.m.
Proposals are Due	November 26, 2018 by 10:00 a.m.
Approval of Contract	December 3, 2018 (Tentative)

All dates are subject to change at the discretion of the Borough

### **3. SCOPE OF SERVICES**

The Borough of Bath requests proposals from qualified firms to provide engineering services for the 2019 Engineering and Traffic Survey (E&TS). The borough anticipates engaging in a two-phase Engineering and Traffic Survey accomplishing two specific goals: 1) provide key engineering services for the implementation of adaptive traffic controllers and 2) create a short-term/long-term master transportation improvement plan for the borough.

#### **Phase 1 – Adaptive Traffic Controller Implementation**

1. Preparation of Traffic Signal Reports – This work includes the detailed preparation of traffic signal reports as required by PennDOT to establish backup time-of-day timing plans in the event of a problem with adaptive system operations. These reports will include traffic volume count information, yellow and all-red clearance interval calculations, signal split, cycle, and offset optimization, and HCM level-of-service performance reports.
2. Update Traffic Signal Permit Plans, Prepare System Interconnect Plan – This work includes the updating of the current traffic signal condition diagrams and construction drawings to depict the notes, detectors, etc. required for adaptive operation and to depict the backup timing plans (assuming no modification to existing curb ramps, pedestrian signals, etc., will be required as part of this project. Please note: there are no pedestrian signals at present with the signalized intersections for which this study will be required). This work also includes the preparation of a System Interconnect Plan is required by PennDOT and will include a schematic overview of the entire coordinated network, outlining detection zones, fiber optic interconnect lines, controller locations, the phase duration and program charts (for adaptive and time-based backup), system notes, and general notes.
3. System Communications Coordination – This work includes coordination as necessary with the local internet service provider to establish a broad-band internet connection in order to allow the adaptive controllers to communicate properly. Connection via fiber-optic cabling with individual service drops is recommended for best system operation, although speed spectrum radio communications can also be studied to assist the borough in making a decision.
4. Field Verification of Existing Traffic Signal Equipment and Appurtenances – This work includes field verification surveys as necessary to determine suitable locations for

controller cabinet mounting, verification of adequate conduit for required cabling to new devices.

5. Preparation of Bid Documents and Bid Administration – This work includes the preparation of contract documents, technical specifications to accompany the construction drawings (signal permit and interconnect plans), and preparation of a bid tabulation with cost line items and quantities.
6. Project Administration – This work includes coordination and meeting time as required by PennDOT and the Borough of Bath; preparation of TE-153 (Pennsylvania Adaptive Signal Control System Evaluation) and TE-160 (Application for Traffic Signal Approval) forms, and any other forms that may be required; general project administration and coordination.

### **Phase 2 – Master Transportation Improvement Plan**

1. Data Collection and Processing – This work includes extensive traffic counting efforts for up to ten (10) intersections for the purpose of establishing existing traffic volumes, unmet demand (number of vehicles still in queue when the light turns red), origin-destination data, and Borough “pass-through” traffic (traffic that uses Borough streets with no origin or destination within the Borough).
2. Existing Conditions Model – This work includes the preparation of a calibrated existing conditions model for twelve (12) Borough intersections and major Borough streets. The existing conditions analysis will be prepared using standard Highway Capacity Manual analysis methods and will also include the preparation of a microsimulation analysis using software for modeling AM and PM peak periods. The calibration effort may involve multiple adjustments and iterations of the Sim Traffic Model until the simulated travel times, queue lengths, and general traffic operation are substantially consistent with observed existing traffic conditions from the data collection efforts. This model will provide a basis of comparison from which improvement alternative can be compared to; i.e. adaptive signaling, one-way traffic pattern changes, etc. The Borough is seeking options that will assist with short- and long-range traffic planning.
3. Traffic Projections (“No-Build” analysis) – This work includes the projection of existing traffic conditions to a completion year, as well as 5-year and 20-year projections to evaluate the long-term effectiveness of improvements alternatives. Traffic growth will be projected using the most current county-wide growth rate as issued by PennDOT Bureau of Planning and Research. Additional traffic from approved or planned near-by developments will also be included in this analysis.
4. Alternative Analysis – This work includes the development and analysis of improvements alternatives and their resulting effectiveness in reducing traffic congestion in the Borough. Alternatives will be evaluated in light of the following Measures of Effectiveness (MOE’s) (as compared to the base or “No-Build” condition): HCM 2010 macro-analysis for Level of Service (LOS) and 95<sup>th</sup> Percentile Back-of-Queue results; travel times for major pass-through routes through the Borough using Performance Reports; and a review of the Sim Traffic Simulation (or similar software) animations to evaluate occurrences of blocking, turn-pocket overflow, and spillback and their potential

negative effect on traffic operations. Alternatives will include conventional roadway improvements (i.e. radius improvements, turn lane implementation, etc.), One-way traffic patterns, and/or combinations thereof as may be appropriate. Alternatives will also be evaluated in light of priority and timing of implementation.

5. Phased Master Plan – This work includes the preparation conceptual geometric design plans prepared on an aerial image background that will illustrate the various alternatives and project phases as identified as part of the Alternative Analysis. This plan will also demonstrate each options effectiveness to convey tractor-trailer traffic through on Borough streets and will provide a preliminary indication of properties or portions of properties that need to be acquired in order to construct the required improvements.
6. Study Narrative and Project Coordination – This work includes the preparation of detailed narrative that documents each of the above described study components, summarizes the study results, and provides improvements recommendations, including priorities and timeframes. This work also includes coordination with PennDOT, the Borough of Bath, and other agencies as may be required.

TIME FOR COMPLETION:

Scope of Services shall be completed within **60 calendar days** of the date of the Notice to Proceed.

#### 4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the Borough of Bath with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Bath, Pennsylvania and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the Borough, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete

transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from Borough staff. Explain what the respective roles of Borough staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the Borough will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any Borough owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the Borough in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the Borough, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.<sup>1</sup> Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the Borough for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

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<sup>1</sup> Hourly rates for the proposed personnel shall be set forth on Appendix D.

For private Proposers, provide at least three references that received similar services from your firm. The Borough of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the Borough to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Bath elected official, appointed official, Borough employee, or family member of any current Bath elected official, appointed official, or Borough employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the Borough will be required to execute an Agreement for Services (Agreement) with the Borough. The form of the Agreement is enclosed as Appendix B but may be modified to suit the specific services and needs of the Borough. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (E.S.T.) on November 26, 2018 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Borough of Bath  
Municipal Building  
Attn: Bradford T. Flynn, Borough Manager  
121 South Walnut Street  
Bath, PA 18014

RE: Traffic Engineering Services - 2019 Engineering and Traffic Survey (E&TS)

- **Inquiries**

**Questions about this RFP must be directed in writing, via e-mail to:**

Bradford T. Flynn, RFP Facilitator

[manager@boroughofbath.org](mailto:manager@boroughofbath.org)

The Borough reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Borough Website - [Official Borough Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The Borough will endeavor to answer all written questions timely received no later than **November 21, 2018 by 4:00 p.m.** The Borough reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any Borough employee other than the contracting officer listed above regarding this RFP. The Borough reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Borough.

- **Conditions for Proposal Acceptance**

This RFP does not commit the Borough to award a contract or to pay any costs incurred for any services. The Borough, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The Borough may waive any irregularity in any proposal. All proposals will become the property of the Borough of Bath, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## **6. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

The Borough will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the Borough's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### **A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The Borough may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Borough reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### **B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the

next stage of the evaluation process. The Borough may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the Borough. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The Borough may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the Borough may elect to negotiate directly with one or more Proposers to obtain the best result for the Borough prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, and will be conducted at the Borough of Bath Municipal Building, 121 S. Walnut St., Bath, PA 18014. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the Borough may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The Borough may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The Borough may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the Borough, the Borough may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**7. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff

recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the Borough advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the Borough Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## **8. CONFIDENTIALITY**

The Pennsylvania Sunshine Act (65 Pa. C.S. §§701-716) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the Borough and Proposer, shall be available to the public. The Borough intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the Borough Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the Borough withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the Borough withhold from disclosure information identified as confidential, and the Borough complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the Borough from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the Borough or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the Borough withhold from disclosure information identified as confidential, the Borough shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Borough.

## **9. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the Borough Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the Borough, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the Borough during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the Borough on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited

communications as described in this section.

## **10. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under applicable Pennsylvania law, during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## **11. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the Borough, the Borough requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

## **12. CONDITIONS TO AGREEMENT, IF ANY.**

The selected Proposer will execute an Agreement for Services with the Borough describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by Borough. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the Borough and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the Borough may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## **13. DISQUALIFICATION QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

## 14. STANDARD TERMS AND CONDITIONS

### **Addendums**

The Borough reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, [Banning - Official Borough Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information.

### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the Borough.

### **Insurance Requirements**

Borough requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the Borough for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the Borough with the Certificates of Insurance proving coverage as specified within Appendix B.

# APPENDIX A



## REQUEST FOR PROPOSAL

*18-001 Traffic Engineering Services for 2019 Engineering and Traffic Survey (E&TS)*

### VENDOR APPLICATION FORM

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

Borough, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

Borough of Banning Business License Number: \_\_\_\_\_

(If none, you must obtain a Banning Business License upon award of contract.)

Borough of Banning Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE BOROUGH OF BATH  
AND**

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This AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the BOROUGH OF BANNING, a general law Borough a municipal corporation (“BOROUGH”) and \_\_\_\_\_, a Pennsylvania corporation (“CONSULTANT”).

**RECITALS**

- A. The Borough does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the Borough desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the Borough that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The Borough desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the Borough and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and BOROUGH agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, BOROUGH agrees to pay CONSULTANT a total of \$\_\_\_\_\_ for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Borough Manager or his designee.
- E. CONSULTANT shall submit to BOROUGH, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The Borough shall pay the Consultant all uncontested amounts set forth in the Consultant’s bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by BOROUGH, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For BOROUGH to pay CONSULTANT as specified by this CONSULTANT must submit an invoice to BOROUGH which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the BOROUGH and shall continue until all authorized work is completed to the BOROUGH's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the BOROUGH.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is \_\_\_\_\_. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the Borough.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, 20\_\_ unless earlier termination occurs under Section 11 of this Agreement or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. BOROUGH may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and BOROUGH. The cost or credit to BOROUGH resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide BOROUGH with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, BOROUGH may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at BOROUGH's option, become BOROUGH's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, BOROUGH may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by BOROUGH, and hold harmless BOROUGH, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of BOROUGH'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the BOROUGH. Should BOROUGH in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the BOROUGH its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the BOROUGH (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by BOROUGH, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without BOROUGH's written approval are prohibited and will be null and void.

**14. INDEPENDENT CONTRACTOR.** BOROUGH and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with BOROUGH. CONSULTANT is not an agent or employee of BOROUGH and is not entitled to participate in any pension plan, insurance, bonus or similar benefits BOROUGH provides for its employees. Any provision in this Agreement that may appear to give BOROUGH the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the BOROUGH as to end results of the work only.

**15. AUDIT OF RECORDS.**

- A. CONSULTANT agrees that BOROUGH, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide BOROUGH, or designee, with any relevant information requested and will permit BOROUGH, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16. CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by the BOROUGH regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the Borough to implement said corrective measures. Failure of CONSULTANT to implement required measures shall result in immediate termination of this Agreement.

**17. INSURANCE REQUIREMENTS.**

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective

employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the BOROUGH at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the BOROUGH, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for Borough.

2. **General Liability Coverage.** The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. **Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. **Professional Liability Coverage.** The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by BOROUGH arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. **Endorsements.** Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by Borough, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The BOROUGH, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the BOROUGH, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the BOROUGH, including any self-insured retention the BOROUGH may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the BOROUGH, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Borough, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the BOROUGH.
- C. CONSULTANT agrees to provide immediate notice to BOROUGH of any claim or loss against Contractor arising out of the work performed under this agreement. BOROUGH assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve BOROUGH.
- D. Any deductibles or self-insured retentions must be declared to and approved by the BOROUGH. At the BOROUGH's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the BOROUGH as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the BOROUGH on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the BOROUGH at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the BOROUGH may terminate this Agreement pursuant to Section 11 above.

**18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain BOROUGH's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

**19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the BOROUGH from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the BOROUGH'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval

or payment by the BOROUGH shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the BOROUGH for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**20. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the Borough's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the BOROUGH, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the Borough may deduct the cost of such correction from any retention amount held by the Borough or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

**21. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by BOROUGH for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that BOROUGH does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which BOROUGH appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**22. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

BOROUGH	CONSULTANT
<u>Borough of Bath</u>	_____
<u>121 South Walnut Street</u>	_____
<u>Bath, PA 18014</u>	_____
<u>ATTN: Borough Manager</u>	<u>ATTN: _____</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**23. SOLICITATION.** CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor, has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, BOROUGH may rescind this Agreement without liability.

**24. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and BOROUGH and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or BOROUGH's obligations under this Agreement.

**25. INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the Commonwealth of Pennsylvania, and exclusive venue for any action involving this agreement will be in Northampton County.

**26. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**27. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**28. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. BOROUGH's Borough administrator, or designee, may execute any such amendment on behalf of BOROUGH.

**29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**30. FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**31. TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

**32. ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**33. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to BOROUGH. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability,

personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

BOROUGH OF BATH

CONSULTANT

\_\_\_\_\_  
Bradford T. Flynn, BOROUGH  
MANAGER

By: \_\_\_\_\_  
NAME:  
TITLE:

By: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST:

\_\_\_\_\_  
Marena Rasmus, Office  
Administrator

\_\_\_\_\_  
Tax ID No.

**Two signatures are required if a corporation**

**NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**



# APPENDIX C

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a Borough Councilmember concerning the Traffic Engineering Services for 2019 Engineering and Traffic Survey (E&TS) RFP at any time after November 1, 2018.

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**OR**

I certify that Proposer or Proposer’s representatives have communicated after November 1, 2018 with a Borough Councilmember concerning the Traffic Engineering Services for 2019 Engineering and Traffic Survey (E&TS) RFP. A copy of all such communications is attached to this form for public distribution.

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# APPENDIX D

# PRICING PROPOSAL FORM

## RFP 18-001 TRAFFIC ENGINEERING SERVICES FOR 2019 ENGINEERING AND TRAFFIC SURVEY (E&TS)

Provide hourly rates, along with total project pricing in accordance with the Borough’s current requirements, as set forth in section 3 Scope of Work. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Borough of Bath, PA (or closest geographical city), All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at [www.bls.gov](http://www.bls.gov).)

Employee-Staff	Title	Hourly Rate	Hours Worked	Overtime Rate	Total
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$

<b>Total Project Price</b>	<b>\$</b>
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**NOTE: ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE**

# APPENDIX E

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

# APPENDIX F

## DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."