

**Request for Proposals**  
**Asset Inventory & Property Assessment**  
**City of Corry, Pennsylvania**



**February 2022**

*Table of Contents*

I.	<b>Introduction</b>	2
II.	<b>Scope of Services</b>	2
	II.A. Purpose	2
	II.B. Asset Categories and Proposals	2
	II.B.1. Property Assets	2
	II.C. Information and Resources to be Provided by the City	4
	II.D. Assessment and Work Product Requirements	4
	II.E. Summary Information; Presenting Findings	5
III.	<b>Proposal Requirements</b>	5
	III.A. Proposal Submission	5
	III.B. Submittal Requirements	6
	III.B.1. Qualifications and Experience	6
	III.B.2. Approach	6
	III.C. Alternative Proposals	7
	III.D. Non-Collusion Affidavit	7
IV.	<b>RFP Process</b>	7
	IV.A. Consultant Evaluation	7
	IV.B. Consultant Selection Process	7
	IV.C. Withdrawal of Proposals	8
	IV.D. Proposal Rejection	8
	IV.E. Questions	8
	IV.F. Schedule	8
V.	<b>Contract Requirements</b>	9
	V.A. Execution of Contract	9
	V.B. Alterations or Modifications	9
	V.C. Subcontracts	9
	V.D. Termination of Contract	9
	V.E. Insurance Requirements	10
	V.E.1. Workers' Compensation and Public Liability and Property Damage Insurance	10
	V.F. Equal Opportunity Employer	11
	V.G. Employment of Certain Persons Prohibited	11
	V.H. Forms	11
	V.I. Right to Audit Records	12
	V.J. Dissemination of Information	12
	V.L. Permits/Licenses	12
	V.K. Observances of Laws, Ordinances, Regulations	12
	APPENDIX A: Property list	13
	APPENDIX B: Documents to be submitted with Proposal	15
	APPENDIX C: Documents to be submitted by successful Proposer	18

## I. Introduction

The City of Corry is a Third-Class City in Pennsylvania. The City is in Erie County and has a population of approximately 6,200.

The City is seeking proposals from qualified individuals and/or consulting firms to supply the City with a condition assessment, prioritized rehabilitation plan and ten-year schedule with cost estimates. The City intends to use the assessment and plan for two purposes: as a basis for formulating annual capital budgets in the short term as well as the long term. This could include, but is not limited to, investment in current facilities, rehabilitation projects for current buildings, and/or projects to replace City facilities if found to be beyond economic repair.

This Request for Proposals (RFP) and all condition assessment work is to be administered by the City's Administration.

## II. Scope of Services.

### II. A. Purpose

The City of Corry wants accurate data that can be used to determine need and timing of preventative or remedial action to maintain the desired level of service of their assets. The three anticipated outcomes of this project are as follows:

An accurate inventory of capital assets and an assessment of their conditions.

A draft timeline for the capital improvements identified as necessary through the condition assessment process. The timeline is to be divided into short (0-5 years), medium (5-10 years) and long (10+ years) time spans.

Accurate cost estimates, particularly for short term needs, are required.

### II. B. Asset Categories and Proposal Options

The City of Corry has multiple and diverse types of assets that are to be measured. Evaluating the condition of different asset types is expected to require different kinds of professional expertise, so firms may subcontract for any one of the four categories listed below, or for any combination of categories. Following this list is a description of each category. Descriptions are approximate, as the City does not have a current fully accurate inventory.

#### 1. Property Assets including buildings, facilities and land as well as equipment in parks and playgrounds.

##### II.B.1: Property Assets

- a. Buildings. The City's best available list of buildings and properties is found in Appendix A. The City shall provide facility information that is available, such as drawings, maintenance records, and anecdotal information. However, such information may not be complete.

Each building, structure and property shall be inspected and evaluated. The consultant is expected to provide an architectural review; a mechanical, electrical and plumbing review; and a site review as described below. Apparent (i.e., non-invasive, non-destructive) conditions are to be reported. Energy savings opportunities should be identified as part of this assessment.

##### **Resources for Americans with Disabilities Act include**

- The US Department of Justice released 2010 Standards for Accessible Design on

September 15, 2010.

- ADA.gov - Public Accommodations and Commercial Facilities (Title III)

**a. Architectural Review**

- 1) Document gross square footage, number of floors, construction type, and age (if available) or estimated age.
- 2) Visually review existing conditions and discuss with staff their knowledge of conditions and issues to be addressed.
- 3) Assess and document conditions of exterior walls, patios, terraces and balconies, roofing, windows and doors including notations of any thermal bridges, stairs, vertical transportation, visual structural components, special construction, and life safety systems.
- 4) Note any remaining, applicable warranties.
- 5) Identify any indications of foundation or structural failure requiring further investigation.
- 6) Visually assess and provide recommendations for improvements to interior finishes, including floor coverings, wall treatments, casework, door hardware, handrails, ceiling finishes, signage and decorative lighting.

**b. MEP Review**

- 1) Describe the mechanical (HVAC), plumbing, fire protection and electrical systems as well as existing utilities (gas, electric, oil, water, etc.).
- 2) Catalogue and assess all major mechanical equipment to include chillers, boilers, pumps, air handlers, rooftop units, humidifiers and tanks. Provide information on existing condition, remaining life, and repair/replacement needs.
  - To the extent possible, provide an equipment schedule for upload to the asset management system including manufacturer, model number, service capacity, age, condition, service life and current estimated replacement cost.
- 3) Catalogue via a significant sample exhaust systems and fan coil units so that overall conclusions about condition and repair/replacement and/or predictive/preventative maintenance can be developed, and options included in CIP.
- 4) Provide an overview of piping, BAS controls, HVAC louvers and their operations.
- 5) Catalogue and assess power distribution equipment and emergency generators.
- 6) Provide an overview of lighting, fire alarm, call assist, low voltage systems, CCTV, emergency lighting and power, and access control systems as applicable.
- 7) Catalogue and assess all domestic water heating systems.
- 8) Provide an overview of domestic water piping, storm water, natural gas, sanitary piping, and plumbing fixtures.
- 9) Catalogue and assess all fire protection equipment including fire service, fire department connection locations, fire pumps, dry systems, and sprinkler systems as applicable.
- 10) Provide code compliance review of existing systems.
- 11) Identify apparent energy savings opportunities.

**c. Site Review**

- 1) Evaluate conditions of existing topography, access and egress, paving, curbing, parking, property lighting, sidewalks, landscaping and appurtenances, utilities, and storm water

drainage.

**b. Parks and Playgrounds and the land, facilities, and equipment within them**

The City of Corry has many acres of developed and open space parkland that offers a wide variety of recreational opportunities for residents and those who come to visit. The City of Corry is responsible for maintenance of all parks and facilities. The City also operates and maintains an 18-hole golf course, North Hills Municipal Golf Course.

The City's best available list of parks, facilities and equipment is found in Appendix A.

The City shall provide facility information that is available, such as drawings, maintenance records, and anecdotal information. However, such information may not be complete.

*a. Park Inventory and Analysis*

- 1) Identify and physical features of each of the parks including existing built and natural features, with their condition and level of use.

*b. Site Review*

- 1) Evaluate conditions of existing topography, access and egress, paving, curbing, parking, property lighting, sidewalks, landscaping and appurtenances, utilities, and storm water drainage.

**II.C. Information and Resources to be Provided by the City**

The City will provide information on assets that is available. Such information may include as-built drawings, databases, and documentation of specific assets or systems. However, information may not be available for any given asset category. In addition, the City cannot guarantee that the information it provides is accurate or current and shall not be held responsible for the impact of any inaccuracies on the consultant's work.

City personnel familiar with the assets shall be reasonably available to speak with the consultant to provide information about assets based on experience including answering questions, going on walk-throughs of facilities, and so on.

**II.D. Assessment and Work Product Requirements**

The City will appoint someone from administration who will be the primary contact for this work, but other staff members from other departments, including Information technology, will assist in providing direction for the consultant's work.

Prior to beginning condition assessment work, the consultant will develop a plan for executing the work, including a timeline and requirements for City staff time and any other City resources. The City shall be provided a reasonable opportunity to review the plan and provide feedback, and the consultant shall make revisions accordingly.

Condition assessments should reference building codes, engineering standards, estimated useful lives, best practices, and other standards as appropriate. The successful proposer shall develop templates for presenting condition information (customized by asset type, as necessary) and present them to the City for approval.

Documentation of apparent facility conditions shall include the following (as appropriate based on asset type):

1. Actual or estimated age of asset
2. Describe asset/ component systems/ construction
3. Assess functionality of asset:
  - a. Perform a functionality versus use assessment
  - b. Basic safety assessment
  - c. Regulatory compliance assessment
4. Determine relative asset condition scores
5. Estimate useful remaining life of systems/assets
6. Document specific deficiencies with narrative and photographs. Photographs shall represent major or significant deficiencies (i.e., not all deficiencies) and shall be labeled to identify location
7. Provide descriptions of repairs/ improvements required to correct deficiencies (or of asset replacement, as appropriate)
8. Provide cost estimates to repair deficiencies or replace deficient systems/ assets
  - a. Cost estimates must include explicit inflation assumptions
  - b. Cost estimates must include appropriate, explicitly identified contingency amounts
9. Complete data entry in format required by City for upload to City's asset management system
10. Identify energy savings opportunities for facility or asset type (as appropriate)

### **Prioritization**

Condition assessment results should be compiled into prioritized lists of recommended improvements. Improvements shall be prioritized by type and must also be prioritized across asset types (as applicable). The bases for prioritization shall be presented to the City for approval prior to use. Recommended improvements should consider whether renovation or replacement is the optimal approach. The report shall include a section which describes cost estimation methodology.

## **II.E Summary Information; Presenting Findings**

Draft versions of the asset condition information, improvement costs, training, and the ten-year schedules shall be provided to City staff. Draft information should be provided in Microsoft Word and Microsoft Excel. City staff will be provided a reasonable opportunity to provide feedback on the draft documents.

After making any required changes, the consultant will provide final versions of the documents. Final documents shall be provided in Microsoft Word and Microsoft Excel and shall also be provided as a single, consolidated Adobe PDF document.

In addition, the consultant will produce summaries of documents in a format appropriate for presentations to senior City officials, City Council members, and other audiences. The Consultant shall assist the City in presenting its work to senior City officials and City Council as requested by the City.

## **III. Proposal Requirements**

### **III.A. Proposal Submission**

The original proposal and five (5) copies, plus an electronic copy, shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the submission due date. This shall be delivered to the City Clerk's Office, 100 S Center St. Corry, PA. 16407, no later than 5:00 P.M., Eastern Standard Time on Friday February 18th, 2022. The envelope shall be clearly labeled as RFP Asset Inventory and Condition Assessment. Proposals received at the Office of the City Clerk after the deadline will not be considered.

- The first page of the proposal must be a cover sheet containing the following information:
  - Name of the firm and/or consultant

- Project lead
- Total project cost
- Estimated length of project and completion date
- Available start date

### **III. B. Submittal Requirements**

Candidates shall submit proposals that thoroughly respond to the items listed below. The most effective proposal will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the exact order as outlined in this section. Failure to do so may remove the firm from further consideration.

#### **III. B. 1. Qualifications and Experience**

The proposal must include the following items:

1. Provide a summary of qualifications including experience with projects of similar size and type.
  - a. Provide a minimum of three references, including telephone numbers and e-mail addresses.
2. Identify the proposed firm/ team including key individuals, their qualifications and experience, and their proposed role on this project. The proposal should identify the primary point of contact. Provide an organizational chart as appropriate.
  - a. Identify team members with asset condition assessment experience and any experience with municipal projects.
  - b. Provide a list of all sub-consultants, their work assignments and the percent of the work each will be performing.
3. Identify specific tools and processes used by the firm for cost estimating and asset condition assessments.
4. Confirm the availability of the team and sufficient resources to provide required services timely.
5. Show redundancy in the company of staff experienced in this type of work.
6. State and explain of any instances where the firm has been removed from a project or disqualified from proposing on a project
7. Provide the hourly rate for up to 40 hours for training sessions.

The City reserves the right to pre-approve and/or reject any individual(s) proposed for this project.

#### **III. B. 2. Approach**

This section of the proposal should explain what specific steps are to be taken to assess each asset type, methodologies to be employed, tools to be used, how cost estimates are to be developed, how improvements are to be prioritized, and what quality control measures will be taken. The approach section should include examples of what report components may look like, such as a survey forms, condition assessment template, cost estimation worksheet, and 10-year plan template.

The proposal shall describe the Consultant's approach to completing the required work timely. The Approach section should include a schedule that specifically addresses each asset category, as applicable. This section should also address how the work is to be phased and how long each phase is expected to take. Finally, this section should also describe how administrative tasks are to be carried out, e.g., how often the team expects to meet with City personnel and for what purposes; how progress relative to the schedule will be tracked and communicated; and how project costs will be tracked and invoiced.

**Asset categories.** Approach requirements related to specific asset categories:

1. Buildings: Provide sample data collection format.

**Prioritization.** Provide an explanation of how priorities will be established among assets of different types

for the purpose of developing the 10-year schedule.

### **III. C. Alternative Proposals**

The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives and discuss the circumstances under which one alternative would be preferable to another.

### **III. D. Non-Collusion Affidavit**

An executed Non-Collusion Affidavit must be included in proposal submissions. The Affidavit and instructions for completing it are attached to this RFP.

## **IV. RFP Process**

### **IV.A. Consultant Evaluation**

Evaluation of the proposals will be based on the following:

- Understanding of the requested work; merits of the described approach;
- Demonstrated competence and professional qualifications of proposed staff;
- Recent experience in successfully performing similar services; and
- Proposed fees.

### **IV.B. Consultant Selection Process**

#### **1. Technical Expertise and Experience**

The following factors will be considered:

- The consultant's experience in performing similar work
- The level of expertise of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the Consultant's demonstrated understanding of the work to be performed

#### **2. Procedures and Methods**

The following factors will be considered:

- The techniques for collecting and analyzing data
- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

#### **3. Cost**

The following factors will be considered:

- The number of hours of work to be performed
- The level of expertise of the individuals assigned to conduct the work

#### **4. Oral Presentation**

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.



#### **IV.C. Withdrawal of Proposals**

Proposers will be given permission to withdraw their proposals after they have been received in the Mayor's office, provided said request is in writing and properly signed. However, no proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Corry.

#### **IV.D. Proposal Rejection**

The City of Corry 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 City.

#### **IV.E. Questions**

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

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Corry, and to be given consideration must be received in writing prior to 5:00 PM on February 18th, 2022. Direct inquiries to:

Nick Heil  
Business Manager  
100 S Center Street  
Corry, PA 16407  
nheil@corrypa.gov

Any and all such interpretation will be in the form of an Addendum to the Contract Documents.

Additionally, the City prohibits communications initiated by a proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City may only be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. 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.

#### **IV.F. Anticipated Schedule**

The City expects to provide a notice to proceed to a consultant within two (2) weeks of the award of the contract.

- |  |                               |
|--|-------------------------------|
| 1. Issue RFP                             | Date: February 3rd, 2022      |
| 2. Proposals Due                         | Date: February 18th, 2022     |
| 3. Presentations by top qualifying firms | Date: As Scheduled March 2022 |

**V. Contract Requirements**

**V.A. Execution of Contract**

The successful Proposer shall enter into contract with the City within ten (10) calendar days after contract documents are mailed by the City to the Principal.

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.

**V.B. Alterations or Modifications**

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

**V.C. Subcontracts**

The Proposer shall not subcontract work under this contract unless written approval is granted by the City. The Sub proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub proposer 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 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.

**V.D. Termination of Contract**

The City 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 or in the public interest to avoid 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 City 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 City.
- F. The proposer abandons the work.

## **V.E. Insurance Requirements**

Proposer agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the City as an additional insured, insuring payment of damages arising out of the performance of professional services for the City, in consultant's capacity as service provider if such damages are caused by error, omission, or negligent act of the insured of any person of the organization for whom the insured is legally liable and responsible.

Such insurance cannot be canceled until thirty (30) days after the City has received notice of the insured's intention to cancel the insurance.

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

### **1. Workers' 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, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City 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. 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 save harmless the City 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. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the Proposer from claims under workers' 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 the Proposer, 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 City, as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Corry as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Proposer 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 City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Corry, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Corry 100 S Center Street Corry, PA 16407. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

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

#### **V.F. 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 City 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 contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

#### **V.G. 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.

#### **V.H. Forms**

The successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens, and Non- Discrimination Statement; these forms are attached to this RFP. The successful proposer will also be required to provide a certificate of insurance as described above.

**V.I. Right to Audit Records**

The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**V.J. V.J. 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 or documents relating to the City, 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 contractor or its agents or employees.

**V.K. V.K. Permits/Licenses**

The Proposer shall, at own 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.

**V.L. Observance of Laws, Ordinances and Regulations**

The Proposer, 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 hiring, wages, and any other applicable conditions of employment.

# APPENDIX A: PROPERTY LIST

<b>Property Location</b>	<b>Occupancy</b>
100 S Center St.	City Building
	Fire Station 1
	Police Station
	Council Chambers
26 E Washington St	Fire Station 2
25 S 1st Ave	Community Center
15 S 1st Ave	Senior Center
650 E Smith St	Public Works Garage
	Fence
	Storage Building 1
	Storage Building 2
	Storage Building 3
	Storage Building 4
	Police Storage
Sciota Rd	Water Building
	Pump House
	Well Houses
	Booster Stations
1450 N Center St	North Hills Municipal Golf Course
	Golf Cart Storage Barn
	Club House
	Maintenance Barn
	Golf Carts
	Irrigation System
Mead Avenue	Mead Park (40+Acres)
	Multiple Pavilions
	Restrooms
	Recreational facilities
	Amphitheatre
	Museum
	Nichols Lodge
	Hobby Building
	Playgrounds
Spring St	Corry Lawrence Airport
	Administrative Building
	Hangar
	T Hanger
	Fuel Station
	Electric Ctrl Building

	Fence/Lighting
	Equipment Storage Building
Chord Rd.	Water Reservoir
N Center St.	City Park
W Washington St Ext.	Beaver Complex

**APPENDIX B:  
DOCUMENTS TO BE SUBMITTED WITH 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 Antirigging 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.

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 affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Castle 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 affiant; 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 New Castle, which the Proposer will be required to perform.

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of Firm)  
above representations are material and important and will be relied on by the City of New Castle in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Castle of the true facts relating to the submission of proposals for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPENDIX C:  
DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL PROPOSER**

**INDEMNITY AGREEMENT & HOLD HARMLESS**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the undersigned has entered into a contract with The City of Corry, dated \_\_\_\_\_, 20\_\_\_\_ providing for the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**Stipulation Against Liens**

**WHEREAS,** \_\_\_\_\_, hereinafter called the PROPOSER, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_, hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by The City of Corry.

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

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

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

(Seal)

\_\_\_\_\_  
(City of Corry)

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Proposer)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**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 ensure 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