

Request for Proposals



ACTIVE TRANSPORTATION PLAN

City of Reading, Pennsylvania

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PROFESSIONAL SERVICES

The City of Reading is seeking an experienced and dynamic professional consultant team to develop an Active Transportation Plan focusing on the downtown. All proposals with regards to this project must be submitted via PennBid (pennbid.procureware.com) no later than **3:00 P.M., prevailing time, on December 17, 2021**. Proposals received after such date and time shall be null and void.

The purpose of this document is to outline the scope of work and the evaluation and selection process.

The City of Reading reserves the right to accept or reject any or all bids, and to accept or reject any part of a bid that may not be in the public interest.

Proposal terms, conditions, and pricing must remain fixed and firm for one hundred and twenty (120) days from receipt.

There is no expressed or implied obligation for the City of Reading to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP.

This Request for Proposals (RFP) is meant to provide information to parties interested in developing an Active Transportation Plan for the City of Reading. The successful responder(s) may be required to execute an Agreement with the City of Reading (herein after referred to as "City") that will govern the rights, duties, and obligations between the City and the applicant. Accordingly, the terms set forth within this RFP do not constitute any contract between the City and the responder(s), without an award of contract and approval by City Council.

PROPOSAL SUBMISSION

All proposals, including all of the required documentation, shall be uploaded to Penn Bid (pennbid.procureware.com). All required information shall be uploaded no later than 3:00 p.m., prevailing time, on December 17, 2021.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

BACKGROUND

Reading is a third-class city in Berks County, Pennsylvania with a population of approximately 95,000. The City is currently focusing on improving connectivity and vibrancy in the downtown. Reading is a majority Latino community, with a high rate of poverty among residents (32% according to the 2019 American Community Survey). Health challenges among the Latino population in Reading include un(der)insurance, chronic disease, including high rates of obesity and diabetes, and complex comorbidities (See Penn State Health St. Joseph's 2018 Community Health Needs Assessment <https://www.pennstatehealth.org/sites/default/files/2020-08/CHNA-Overview-2018.pdf>). While green spaces and recreational opportunities surround the City to the west with Mount Penn Preserve, to the south with Neversink Preserve, and to the east with the Schuylkill River Trail, access to these areas from the downtown and surrounding residential neighborhoods is limited. Pedestrian and bicycle infrastructure is lacking throughout the City. To address this, in the spring of 2021, the City applied for and received funding from WalkWorks, a program of the Pennsylvania Department of Health and the Pennsylvania Downtown Center, to create an Active Transportation Plan.

The City of Reading and Berks County have already taken steps towards increasing walkability, connectivity, and public health/safety in the greater Reading area. In 2015, the city repaved Penn Street, the major downtown corridor, adding in improved crosswalks and curb cuts. Also in 2015, the City created a Complete Streets policy, outlining a vision for a safer, more efficient, and more connected multi-modal transportation network. While this policy was never fully implemented, it provides a basis to inform future work. Recently, the Reading Area Transportation Study finished the Berks County Bicycle and Pedestrian Transportation Plan 2020 which outlines a blueprint for making Berks County friendlier for cyclists and pedestrians (see Appendix B). Included are recommendations for priority projects in the City of Reading, including bike lanes, pedestrian crossings, and sidewalks. In 2020, the City of Reading's Public Works Department created an ADA Transition Plan to provide guidelines for a safe, accessible, pedestrian-oriented transportation system.

The City of Reading's 2021 Downtown Strategic Master Plan identifies an overall complete streets-based mobility framework to support the revitalization of Reading's city center and adjacent neighborhoods. The plan identifies key corridors for improvements. It is the intent of the Downtown Strategic Master Plan to make greater use of the City's existing streets to reduce the need for driving trips between a more complementary set of land uses (see Appendix A). However, it is intended only to provide a broad concept-level set of recommendations for mobility-based enhancements. This Active Transportation Plan will establish a more detailed framework to achieving the street transformations needed to promote walking and bicycle travel between major components of the Master Plan's recommendations. The Plan will build upon these prior projects, policies, and plans.

PURPOSE & GOALS

The City's vision is to improve conditions for walking and biking along several key corridors, as well as increase trail connections and access to recreational opportunities to create a reinvigorated central core. The Active Transportation Plan will focus on downtown Reading as well as several other corridors, and will serve as a starting point for future plans and policies in the City as a whole. In addition to focusing on specific corridors, the plan will also provide suggestions for creating a more integrated and equitable road network that balances local livability with regional connectivity.

The goals for the City of Reading Active Transportation Plan are to:

- Assess existing conditions along the corridors identified
- Develop concept-level design graphics and planning-level cost estimates to provide the City a clear path toward implementation

SCOPE OF SERVICES

Below we outline the major tasks to complete this project:

Task 1 – Project Management & Coordination

This task will focus on assisting the City with basic administration of the grant and completion of its requirements, ensuring that these align with principal milestones of the development of the Active Transportation Plan. This will include the following series of meetings and check-in conversations.

Kick off meeting (virtual) to acquaint the team and review:

- a. Priority active transportation corridors
- b. Project goals
- c. Data & document needs
- d. Charrette schedule & planning responsibilities

Monthly coordination calls (virtual) – six total calls over the grant period, including both City and consultant staff

Task 2 – Pre-Charrette Planning and Assessment

The consultants will assess previous planning documents and other available data provided from the City, Penn State Health St. Joseph (PSHSJ), and Penn State Berks, as well as supplemented from materials in the Downtown Master Plan. While much of this knowledge will have been gained from the Downtown Strategic Master Plan process, the Active Transportation Plan process will incorporate and evaluate population health data from PSHSJ's most recent Community Health Needs Assessment from 2021. In addition, this effort focuses on taking more detailed information specific to active transportation facility design and identifying more detailed needs that the Active Transportation Plan should address. The consultants and the City will create an overall list of issues and opportunities to address, as well as create maps and other materials to be used during fieldwork and charrette meetings.

From this assessment, the City will create a list of priority corridors where a more concerted active

transportation focus would help to improve safety for all transportation users, offer a means to connect major destinations that are short distances from one another, and address key issues as identified in the PSHSJ Community Health Needs Assessment. These will be selected from candidate opportunities for multimodal enhancement as detailed in the Downtown Strategic Master Plan. The intent of this focused list is to introduce candidates where the Active Transportation Plan can develop Master Plan recommendations further with more detailed design concepts and a plan for implementation.

Task 3 – Public and Stakeholder Outreach

The City will convene a steering committee to help provide vetting to the plan's proposals and ideas and to serve as a bridge to a broader public process that includes community engagement. We envision three primary touchpoint meetings with this steering committee during the development of the Active Transportation Plan:

- An introductory meeting to summarize key mobility recommendations of the Downtown Strategic Master Plan and clarify which of these are most crucial to connect major parts of Reading's center city
- A meeting before the Open House to share results of a more detailed assessment and selection of candidates for more detailed concept design
- A presentation of draft design concepts and implementation next steps to gather steering committee input

The City and the consultants will also conduct interviews with individual stakeholders and/or focus groups with stakeholders throughout the three-day charrette schedule as detailed in Task 4. City staff will be responsible for identifying stakeholders and scheduling these meetings. These stakeholders will include representatives from the following types of groups:

- Economic development organizations
- Educational and other key downtown institutions
- City/County staff
- Neighborhood and Civic Groups
- Major employers along the corridors
- PennDOT and South Central Transportation Authority staff
- Schuylkill River Trail
- Advocacy groups

The process will also include a general public open house, to be led by the City with consultant support on preparing informational materials. This will be held when draft concepts have been developed but prior to substantial completion of the Active Transportation Plan. The City expects all outreach and materials to be in English and in Spanish.

Task 4 – Charrette & Concept Development

The City and the consultant team will develop concept-level active transportation projects for up to six priority corridors, with more detailed concepts to a five to ten percent level of completion for two corridors. The City and the consultants will organize a charrette during which to assess

existing conditions (as identified in Task 2) and outlining specific design treatments to advance with the Active Transportation Plan. During the charrette, the team will ride and/or walk the priority corridors to assess existing conditions in the field, to supplement the pre-charrette assessment with an in-person understanding, photos, and field measurements. City staff and the steering committee may participate in fieldwork as appropriate.

Outcomes, Major Deliverables, and Reporting and Monitoring of the Plan

As a result of this Active Transportation Plan, the City of Reading will have up to six major active transportation project concepts that it can advance to more detailed design and engineering, as well as recommendations for a more integrated road network. The City can use this plan to seek federal and state funding for later project phases, including preliminary engineering, right-of-way acquisition and utility relocation/management, and construction.

Major Deliverables:

- Active Transportation Plan summary document presenting concept designs for identified corridors and intersections, along with an explanation of public health benefits, expected safety improvements/risk reductions, and an implementation plan framework for subsequent steps for the City and its partners to follow.
 - An assessment of existing conditions of all corridors in the study area including:
 - Health and demographic data to determine equitable transportation opportunities
 - Roadway conditions, pedestrian/bike/traffic counts, crash/safety data, existing active transportation infrastructure, SCTA ridership data
 - Maps of existing active transportation infrastructure and use
 - Summary of findings from public engagement
 - Conceptual designs for each corridor with list of strategies for improvements
 - Program and policy recommendations that will facilitate the use of active transportation
 - Catalogue of active transportation infrastructure typologies
 - Implementation plan with prioritization, cost estimates for needed infrastructure investments, & funding sources
- Study Technical Memorandum providing a more detailed explanation of analysis methods and steps, including crash analysis, traffic operations analysis, and community health data analysis to make a case for active transportation improvements.

PROPOSAL REQUIREMENTS

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (ebidexchange.com/pennbid) no later than 3:00 P.M., prevailing time on December 17.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at www.ebidexchange.com/pennbid. The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

Pricing proposals shall be submitted on a separate document. Pricing proposals should itemize the proposed price for each scope area. Estimated hours and hourly rates per person shall be presented in the proposal.

A. 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.

B. Qualifications and Experience

The proposal must include the following items:

- Cover letter summarizing an understanding of the scope of work
- Provide a summary of qualifications including experience with projects of similar size and type.
- Project approach – the proposal should include a summary of methodologies to be used to accomplish the scope of work.
- Project schedule – include a timeline for the performance of the work for the completion of the project within the eight month timeframe
- Provide a minimum of three references, including telephone numbers and e-mail addresses
- Cost proposal
- 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.
- State and explain any instances where the firm has been removed from a project or disqualified from proposing on a project

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

C. 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.

RFP PROCESS

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

B. Consultant Selection Process

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

After review, the City may arrange for a meeting with the top-ranked firms to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. Selection will be based on a combination of approach, qualifications, and price. If agreement is reached on all three items, an agreement will be drafted and presented to the Council for approval.

The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of Reading. The negotiation process may involve one or more RFP responses, and may continue until the actual award of the contract.

C. Withdrawal of Proposals

Proposers will be given permission to withdraw their proposals after they have been received in the City Purchasing Coordinator'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 Reading.

D. Proposal Rejection

The City of Reading 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.

E. Questions

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to the Purchasing Assistant via

www.ebidexchange.com/pennbid by 2:00pm on December 2rd. Responses to questions shall be issued to all bidders in the form of a written addendum no later than December 7th.

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 Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00 PM on December 2nd. Direct inquiries via Penn Bid to:

Tammi Reinhart, Purchasing Coordinator, City Hall, Rm. 2-45 815 Washington Street Reading, PA 19601: tammi.reinhart@readingpa.gov;

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective firms by December 7th.

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.

F. Schedule

There will be no pre-proposal meeting for this project. The City expects to provide a notice to proceed to a consultant within two (2) weeks of the award of the contract.

CONTRACT REQUIREMENTS

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.

B. Alternations 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.

C. Subcontracts

The Proposer shall not subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer 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 Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

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:

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

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 equal to or greater than the amount awarded under the contract to protect the City of Reading, its agents, and employees from any litigation involving Workers' Compensation, Public Liability and Property Damage, involved in the work. All 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.

F. 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 Reading 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 Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Reading, 815 Washington Street, Reading, PA 19601**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Business Privilege Tax

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading. Failure to comply with payment, past, present or future, may result in additional penalties to the vendor as well as potential termination of the contract due to breach of RFP terms.

M. 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.

N. Observance of Laws, Ordinances and Regulations

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

O. Minority and Women Business Enterprises

The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firm hereby agrees that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Minority owned business firm

- Woman owned business firm

APPENDICES

APPENDIX A Downtown Master Plan Presentation

APPENDIX B Berks County Bicycle and Pedestrian Transportation Plan 2020

APPENDIX C Insurance

APPENDIX D Submission Checklist

APPENDIX E Non-Collusion Affidavit

APPENDIX F Non-Discrimination Statement

APPENDIX G Non-Indebtedness

APPENDIX H RTK Form

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

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

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

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

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

He/She is _____ of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

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

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

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__ by and between the CITY OF READING, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City").

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Primary Contractor")

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19_____ (hereinafter the "Subcontractor")

BACKGROUND

- A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of _____(the "Contract"); and
- B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and
- C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and
- D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the City's notification to the Primary Contractor, the City shall have the ability and authority to make payment to the Subcontractor.

In the event that the City exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the City shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the City for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the City with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the City with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the City for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from future invoices submitted by the Primary Contractor and shall be remitted to the Primary Contractor less ten percent (10%) (the City's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if manually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to the address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to City of Reading: City of Reading
 c/o _____
 815 Washington Street
 Reading, PA 19601

If to Primary Contractor: _____

If to Subcontractor: _____

- The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

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- This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

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- This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF READING

By: _____

Name:

Title:

Attest: _____

Name:

Title:

PRIMARY CONTRACTOR

By: _____

Name:

Title:

Attest: _____

Name:

Title:

SUBCONTRACTOR (if needed)

By: _____

Name:

Title:

Attest: _____

Name:

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 insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

NAME

SIGNATURE

TITLE

COMPANY

DATE

**PROVIDER’S CERTIFICATION OF NON
INDEBTEDNESS TO THE CITY OF READING**

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

NAME

SIGNATURE

TITLE

DATE

ATTEST SIGNATURE

ATTEST NAME

