

Request for Proposals

Downtown Plus Strategic Plan

Community Development Department

City Of Reading, Pennsylvania

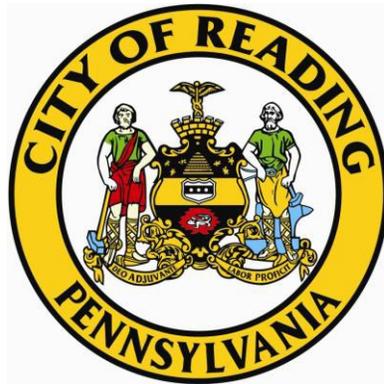


TABLE OF
CONTENTS

Professional Services
Proposal Submission
Pre-Proposal Conference
Proposer’s Clarification
Insurance
Workers’ Compensation and Public Liability and Property Damage Insurance
Equal Employment Opportunity
Employment of Certain Persons Prohibited
Alternations or Modifications
Subcontracts
Right to Audit Records
Dissemination of Information
Business Privilege Tax
Permits/Licenses
Observance of Laws, Ordinances and Regulations
Withdrawal of Proposals
Proposal Rejection
Execution of Contract
Contract Termination
Background
Plan Area
Specific Issues to be Addressed
Scope of Services
Areas of Focus
Project Deliverables
Schedule/Timeline
Submission Requirements
Objectives
Minority and Women Owned
Evaluation of Proposals
Assignment of Key Staff
Selection Committee
Questions Regarding Specifications

FORMS

- Non-Collusion Affidavit
- Non-Discrimination Statement
- Non-Indebtedness

PROFESSIONAL SERVICES

The City of Reading is seeking an experienced and dynamic professional consultant team to develop a new Reading Downtown Plus Strategic Master plan. 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 October 9, 2020**. 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 outline 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 developing a Downtown Plus Strategic Master 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 October 9, 2020.

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

PRE-PROPOSAL CONFERENCE

There will be no mandatory pre-proposal meeting for this project.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed. Any and all questions with regards to this project shall be uploaded to Penn Bid no later than 2:00 p.m., prevailing time, on September 25, 2020. An addendum shall be issued no later than October 2, 2020.

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 Reading, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

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 shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he 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, including all legal defense costs incurred by the City. 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 worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the 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 Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less \$500,000 and \$250,000 per occurrence.

Professional Liability – in minimum amounts of the total amount awarded under the contract.

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.

Please forward a certificate of insurance verifying these insurance requirements.

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.

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.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the 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.

SUBCONTRACT

The Proposer will not be allowed to 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.

RIGHT TO AUDIT RECORDS

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

DISSEMINATION OF INFORMATON

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the 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 proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

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

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

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

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

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.

EXECUTION OF CONTRACT

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

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

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 in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal 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.

BACKGROUND

The City of Reading Administration, in partnership with community leaders, have established a goal for Reading to attract and retain businesses, visitors, residents, and developers. To meet that goal, we must focus on improvement of our Downtown. This project builds upon and brings together portions of former planning efforts, but most importantly will put forth a new comprehensive plan that creates a unified vision for the development and redevelopment of Reading's Downtown Plus in the near term and future.

The starting point is building a solid vision for the Downtown core, lower core, and upper core areas. To build this vision correctly, input and buy-in from citizens, business owners, property owners, government officials, alliances, parking, and improvement authorities and all other related entities and institutions involved will be key. The vision should look to build into the future and embrace our diverse culture, rich history, and unlimited capacity.

The City of Reading (City), the fifth most populous municipality in the Commonwealth of Pennsylvania, is seeking an experienced and dynamic professional consultant team to develop a new Reading Downtown Plus Strategic Master Plan. This will involve working through a collaborative effort that engages a variety of stakeholders. The process will culminate in an integrated and encompassing document that reflects the needs and desires of the community and helps the City direct future decision making as it relates to the orderly growth, revitalization and sustainable development of the Downtown Plus area, which will integrate all relevant overlays so that they are working together in a logical and productive manner. This plan will provide a framework for the development of future public policy pertaining to development, redevelopment, infrastructure improvement and expansion, street-scaping, strong business development and provision of community services.

Reading, Pennsylvania is home to several Nationally recognizable companies such as Carpenter Technology, Sweet Street Desserts, D S Smith and Reading and Reading Truck Body, to name a few. The City is the host for several colleges, a university, governmental bodies and healthcare facilities. Through multiple institutions (both academic and civic) which conduct their own long-range planning, the consulting firm shall gain access to these students, to incorporate any portions of those plans into the Downtown Plus Plan where feasible; but the Reading Downtown Plus Plan should not be solely driven by the existing plans. Our goal is to create an encompassing plan for Downtown Reading that recognizes its multifaceted and complex nature; yet takes on a whole new process of re-engineering the downtown based on a renewed vision. Thus, not being so driven by the “as-is” and more so by the “to-be” which is underlined and defined by a new vision.

PLAN AREA – See Attachment 1

Area of Focus

Existing Zoning

HARB

SPECIFIC ISSUES TO BE ADDRESSED

- **Vision statement:** A statement that provides clarity on what Downtown Reading hopes to be and where it is headed.
- **Downtown identity:** Throughout this planning effort, the City would like to identify a brand and messaging for Downtown Reading. This will be critical for marketing, signage, and presenting the area with one, unified look, feel, and voice.
- **Infrastructure improvements:** The Downtown infrastructure is aged and, in some cases, deteriorating. A strategic and significant infrastructure investment done in parallel with a comprehensive strategy sets the stage for private investment.
- **Business attraction, retention, and Downtown housing:** The City desires to attract and retain high-quality businesses, restaurants, retail, and housing to create a vibrant live, learn, work, and play environment.
- **Alignment with the Reading Parking Authority:** While there is ample parking in the Downtown, there is a perception that parking is limited and/or not easily accessible. Aligning revitalization efforts with the Reading Parking Authority will be critical.
- **Alignment with partners:** The City seeks to align with anchor institutions who may have developed their own master plans as well organizations and groups with a focus or delivery of services in the Downtown area. Special efforts will be made to work closely with the Berks County Economic Strategic Plan to coordinate development, funding, and goals.
- **Financial resources:** Identification of funding opportunities for plan implementation as well as business and residential incentives at the State and Federal level. This should include local funding mechanisms and tools not currently in use in the City of Reading and County of Berks.
- **Event capacities / structures:** Identification of targeted and/or designated event locations – existing and new – for annual and seasonal events of varying sizes in the Downtown Plus area of focus. Review list of existing annual events and make suggestions for new ideas and models for revitalization based on best practices across the United States.

SCOPE OF SERVICES

The plan will become an official policy document of the City of Reading. The plan will facilitate the direction, type, location, and scale of new development and associated Downtown improvements for the next ten years with a focus on achievable outcomes over the next five years. Included recommendations around infrastructure may result in substantial changes to Downtown initiatives, with a renewed focus on urban design and tactical urbanism. The plan should prescribe a realistic and timely guide for creating positive change.

The consulting firm selected for this assignment will work closely with City staff and an advisory committee to prepare the plan. The plan should examine and include best practices from communities of similar composition with thriving Downtowns. While the final scope of services will be developed in conjunction with the firm selected for this project, the following are major work components and elements expected to be provided.

AREAS OF FOCUS

Each area of focus should have a distinct strategy and funding stream where applicable to achieve the goals and to assure they are properly integrated with all the other areas of focus.

- Existing Conditions Analysis:
 - Develop an inventory and assessment of present conditions, strengths, weaknesses, and special issues facing Downtown as a means of establishing a baseline for recommendations.
 - Create inventory of vacant and occupied retail and residential spaces in the Downtown and categorize those spaces into specific retail and residential types with a plan to determine highest + best use.
 - Evaluate existing Commercial Core (C-C) zoning and Downtown boundaries for any changes and expansion opportunities.
 - Evaluate current accessibility and mobility within the Downtown and surrounding neighborhoods, trails, and surrounding municipalities. This evaluation should include variables such as traffic, walkability and parking, and should consider all transportation modes, including pedestrians, bicycles, and public transit.
 - Identify opportunity sites for large, mixed-use developments, ensuring their connectivity.
 - Provide viable options for Payment in Lieu of Tax (PILOT) for entities that are categorized Tax exempt.

- Market Analysis + Retail Action Plan:
 - Demographic analysis.
 - Perform an analysis of and present a proposal for the appropriate and sustainable mix of office, retail, residential, hospitality, events, and other uses.
 - Analyze opportunities for establishment of districts with the Downtown area.
 - Identify market gaps.

- Include analysis of the impact of future developments on existing parking facilities and the need for additional or different Downtown parking opportunities.
- Develop retail action plan tying north and south Ninth Street to commercial facilities on Penn Street.
- Design
 - Provide conceptual design and incorporate infrastructure design to improve and enhance public space. This should include:
 - Lighting
 - Non-vehicle-based mobility (pedestrians, bicycles, etc.)
 - Green space + greening opportunities
 - Develop electric charging station for battery-operated vehicles.
 - Provide recommendations for wayfinding signage throughout the Downtown aligned with brand identity.
 - Provide concept design for trash and recycled material receptacles culminated with landscaping and public gathering centers.
 - Incorporate active landscaping design to improve stormwater management and increase shade and reduce carbon footprint.
- Arts and Culture
 - Review inventory of existing public art – condition and location.
 - Identify opportunities for new public art initiatives and funding streams.
 - Inventory of existing annual events – both free and ticketed.
 - Identify opportunities for new community-based events in collaboration with partners.
 - Attract and create opportunities for diversified artists on the various ethnicities of the City of Reading.
- Public Engagement
 - Work with the advisory committee to develop and implement an innovative public engagement plan utilizing traditional and non-traditional outreach methods to encourage participation from a diverse population and build consensus in the planning process. Successful consultant will take into consideration public meetings may be conducted virtually in view of the current COVID-19 pandemic.
- Implementation Strategy
 - Overall vision for improving Downtown Plus – the plan incorporates the above listed analysis and ideas generated by public outreach efforts. The plan should establish a strategic approach and methodology to guide future development and investment in the Downtown.
 - Identify specific action items and timing for all recommendations.
 - Develop a priority and funding matrix by prioritizing short, middle, and long-term public investment for the next 5, 10, and 15 years.
 - Identify financial resources and mechanisms to fund public and private redevelopment projects in the State of Pennsylvania, including Tax Increment Financing (TIF), Public-Private Partnership (PPP) and other incentive approaches.

- Provide master plan files, in a variety of formats, for public distribution and awareness of plan.
- Regulatory Tools and Policy Recommendations – Identify City policy areas that need improvement and review City regulations that may conflict with the goals and objectives of the Downtown Strategic Master Plan. Offer recommendations that accommodate, reinforce, and encourage the type of renaissance envisioned in the plan.
- Conceptual Plans for what Downtown Plus could look like – Create a series of visual renderings to illustrate this plan’s vision and show what Downtown Reading could look like.

PROJECT DELIVERABLES

- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or a similar product acceptable to the City of Reading, and comply with the requirements for Contract GIS products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the City of Reading) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the City of Reading.

SCHEDULE / TIMELINE*

- Proposals due by 3:00 p.m., prevailing time, on October 9, 2020
- Strategic Plan Team selected
- Finalization of Scope and Contract Monday, December 14, 2020
- Project Kick-Off, Tuesday, January 5, 2021
- **Virtual Progress meetings every two weeks**
- Draft of Downtown Strategic Plan Friday, April 9, 2021
- Public Hearings Wednesday April 28 and May 17th “Community of the Whole meeting”, Council presentation Monday, June 14th
- City Council Formal Adoption of the Downtown Strategic Plan Monday, June 28, 2021

*The City of Reading reserves the right to modify the schedule as the project demands.

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

- A brief description of the firm, organization structure, location of principal offices and number of professional personnel.
- A qualification summary containing a description of the firm’s qualifications and the resumes of all key personnel, including all outside consultants and/or sub-contractors to be

employed on this project, including their longevity with their respective firms and a brief description of their roles in the project.

- The name and relevant experience of the principal in charge
- The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
- Five (5) project examples of successful master plan projects of similar scope and demands, completed by the firm or team, to include examples from outside consultants and/or sub-contractors on the team. Preference will be given to plans completed within the last five years.

OBJECTIVES

- The City of Reading desires to attract and retain businesses, workforce, residents and visitors to Downtown which reflects Reading's strengths and future potential.
- The City of Reading seeks to create a brand identity unique to the City and its Downtown.
- The City of Reading desires a new Downtown strategic master plan that will continue the right blend of redevelopment for Downtown Reading.
- Downtown Reading's new strategic master plan will disclose a unified vision and will include a comprehensive strategic implementation strategy to ensure the continued development and redevelopment of Downtown Reading, as well as good quality, mixed-use design. The master plan will be a frequently referenced document by the community and will serve as a policy guide in decision-making.
- The planning process will build consensus from a variety of engaged stakeholders, including property owners, residents, businesses, developers, philanthropies, and elected officials.

Minority and Woman Enterprise Participation and Participation By Labor Surplus Area and Section 3 Firms.

If the individual, firm or organization qualifies under any of these five 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

Labor surplus area business

firm Section 3 business firm

EVALUATION OF PROPOSALS

The City of Reading will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written

proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The Offeror must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act 1990

ASSIGNMENT OF KEY STAFF

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

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

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

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

City will consider such factors as:

- Financial Stability;
- Capability of the Firm;
- Experience of Firm;
- The Firm's total years of operation;

- The Firm's relevant certification(s) and experience;
- The Firm's comparable contracts with other municipalities;
- The Firm's adherence to the bid process and specifications.
- MBE/WBE

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. 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 p.m., prevailing time on September 25, 2020.

Any and all questions must be sent via the PennBid website (pennbid.procureware.com).

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than October 2, 2020.

Additionally, the City prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any and all communication must be directed strictly through the Purchasing Office via PennBid. The Purchasing Office shall communicate any questions or request for clarifications from the bidders to the necessary City officials and parties. Any response shall be made through the issuance of an addendum published on the City's website and disseminated through PennBid.

Any communication between proposer and the City will 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. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania 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 submitted the attached Proposal;
(Owner, Partner, Officer, Representative or Agent)

Submitted the attached proposal and 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

**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 of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

ATTACHMENT 1

MAP