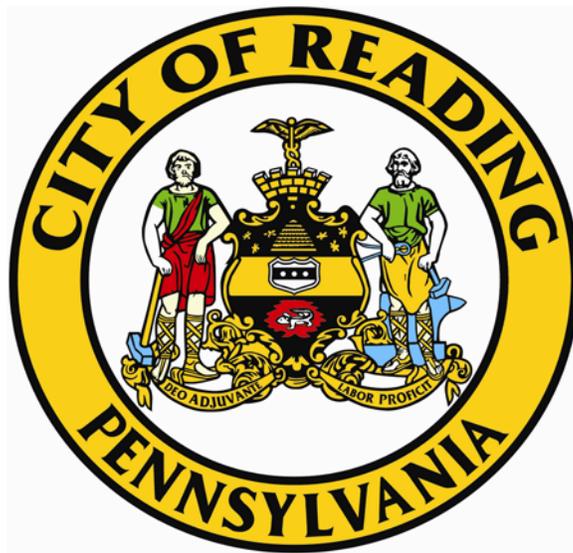


REQUEST FOR PROPOSAL

INTERNET SERVICES



REQUEST FOR PROPOSAL
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REQUEST FOR PROPOSAL INTERNET SERVICES

INTRODUCTION

Thank you for your interest in this request for proposal. The City of Reading (City) intends to retain an Internet Service Provider for the City. This document details the scope of service to be performed and outlines the evaluation and selection process.

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 date for receiving. This shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA., until 3:00 P.M., prevailing time on Friday, February 5, 2016. The envelope shall be clearly labeled as RFP INTERNET SERVICES. Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

BACKGROUND

The City of Reading utilizes a 20mb/s internet connection for internet services.

The City intends to enter into a contract with the selected vendor for a period of three years, with the option of two, one year extensions contingent to the availability of city funding. Proposals must state all recurring and non-recurring costs associated with the proposed service(s). The City of Reading is Tax Exempt.

SCOPE OF SERVICES

City Hall is located at 815 Washington St., Reading, PA. Connectivity would be via demarc with network extension to the computer room. There are approximately 500 employees using this connection for internet services and email. In addition, citizens use this connectivity to access city provided services. The selected bidder will work with city staff and contracted network engineers to coordinate the transition from the existing ISP and implement the replacement service with a minimum amount of disruption and downtime.

- 1) The City is seeking a tiered pricing schedule of no less than 50mb/s up to 500mb/s of duplex business class of internet services. While pricing may be tiered, pricing must be delineated at a price/mb of bandwidth. Pricing is to include monthly recurring costs and one time installation costs.

- 2) The Internet service will require a minimum of 16 public static IP addresses.
- 3) External DNS Services are to be provided and updated as needed, within 1 business day of request, at no additional cost to the city.
- 4) Internet service is to be available 24 hours per day, 365 days per year.
- 5) Provider shall have network engineering support 24 hours per day, 365 days per year.
- 6) Provider shall have network monitoring capability and notification to designated city staff in the event of any disruption of service.
- 7) Provider shall guarantee quality of service – minimum uptime of 99% per month with 4 hours *resolution* to problems or outages.

While the successful vendor may have an acceptable use policy, no port level restrictions are to be placed upon the circuit provided. “Secure” internet services will be rejected as non-conforming to the RFP.

Proposals for burstable services will be considered, but pricing must include detailed minimum and maximum limits. The City prefers a dedicated service solution. If the service being proposed is intended to be shared among multiple customers, that information must be clearly stated in the proposal.

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.

A. Statement of Qualifications

1. Full name, address, and telephone number of the firm. Identify the office that will handle this service.
2. Summary of the firm’s general qualifications, background, number of employees, office locations, etc.
3. Name of the firm principals and a detailed summary of the team that will be used for these services. An organization chart shall be included that clearly identifies each team member, the responsibilities and nature of work each will perform. Resumes of all team members shall be provided which will highlight each member’s specific experience as it relates to the City of Reading service.

4. Describe the relevant experience of your firm's working as an ISP during the past five (5) years. Include ability to meet service deadline, service area and list five references with name, address, phone number and best time to contact. Include for each reference the services provided.
5. Include system availability graphs showing uptime and maintenance windows from the 2010 – 2015 service periods.

B. Detailed Presentation of Tasks

1. Describe the precise scope of work proposed to be accomplished. Clearly delineate any modifications (additions or deletions) to the general scope of services.
2. Identify staff, consultants, and sub-consultants, if any, that will be used for this service. Outline what their responsibilities will be along with their experience and qualifications.
3. Provide a list of the information you will routinely require for your work and the extent of the assistance required from City staff.
4. Proposed installation schedule performing the services outlined in this RFP.
5. Names of underlying carriers, i.e. owners of the infrastructure used to deliver the service.
6. Detailed Service Level Agreement information, including how penalties are assessed and credits provided for any failures to meet specified SLA's.
7. Incident management and escalation procedures.
8. Reporting capabilities, i.e. utilization reports as well as on-demand access methods for the reporting.
9. Full description of the type of service and bandwidth being proposed.
10. Detailed implementation plan for a seamless transition from our current provider including the amount, if any, of downtime.
11. Detailed cost proposal, including travel costs or any other expenses. The City reserves the right to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

CONSULTANT EVALUATION AND SELECTION PROCESS

The City of Reading will evaluate all proposals and select the consultant or consultants best qualified to perform the scope of work. The Qualification Based Selection Process (QBS) will be used.

The City may choose to conduct interviews with finalists after the initial review of proposals is complete.

Award shall be made to the responsible firm/s whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below. Only submissions that are complete and returned within the time limit will be considered. Any proposal may be rejected where it is determined to be not really competitive, or where cost is not reasonable.

- A. Responsiveness of the proposal related to the scope of work set forth in the RFP. (10%)
- B. The financial viability of the bidder as evidenced by standard financial reports. (5%)
- C. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, and demonstrated success in projects with similar requirements. (35%)
- D. Agreement with the contracting requirements of the City. (10%)
- E. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission based pricing, the City reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the City to estimate the cost of the solution over the term of the contract. (40%)

SCHEDULE

A critical component of the consultant's proposal will be the proposed schedule for performing the services outlined in this RFP. The City expects to provide a notice to proceed to a consultant within two (2) weeks of the award of the contract.

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 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.

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.

Please forward a certificate of insurance verifying these insurance requirements.

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.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee consisting of five (5) members 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 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 the finalists are ranked, 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 price, scope and qualifications. 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 negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

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.

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.

CITY INFORMATION

An executed Non-Collusion Affidavit as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens, Non-Discrimination Statement and a certificate of insurance as described.

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.

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.

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.

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.

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.

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.

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.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received in the City Purchasing Coordinator's office, provided said request is in writing and properly signed. 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 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 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.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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 with the exception of 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 Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 AM on Wednesday, January 20, 2016. Direct inquiries to:

Tammi Reinhart
Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
Tammi.Reinhart@readingpa.org

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 Monday, January 25, 2016.

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 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 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.

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 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 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 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 Reading, 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 Reading 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 Reading 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

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING,
dated _____, 20 __, providing for the

City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned,
_____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00)
in hand paid to the said _____ by the City of Reading, receipt whereof is hereby
acknowledged, the said _____ agrees to indemnify and save harmless the
CITY OF READING, 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 Reading.

NOW, THEREFORE, it is 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 the 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 Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements 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 READING)

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

(SEAL)

(PROPOSER)

ATTEST:

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 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