

REQUEST FOR PROPOSALS

**DOCUMENT SCANNING, INDEXING, CONVERSION, AND DESTRUCTION
SERVICES**

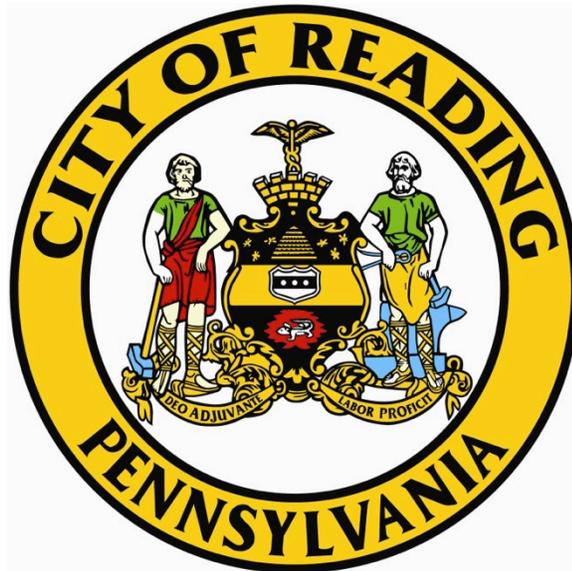


TABLE OF CONTENTS

	<u>Page</u>
Purpose.....	3
Proposal Submission.....	3
Pre-Proposal Conference.....	3
Proposer’s Clarification.....	3
Insurance.....	3
Workers Compensation and Public Liability and Property Damage Insurance.....	3
Equal Employment Opportunity.....	5
Employment of Certain Persons Prohibited.....	5
Alterations or Modifications.....	5
Subcontracts.....	6
Right to Audit Records.....	6
Dissemination of Information.....	6
Business Privilege Tax.....	6
Permits / Licenses.....	6
Observance of Laws, Ordinances and Regulations.....	6
Withdrawal of Proposals.....	7
Proposal Rejection.....	7
Execution of Contract.....	7
Contract Termination.....	7
Scope of Services/Technical Specifications.....	8
City Information.....	16
Evaluation of Proposals.....	17
Selection Committee.....	17
Questions Regarding Specifications.....	17
 FORMS	
Non-Collusion Affidavit.....	19
Certificate of Non-Indebtedness.....	22
Non Discrimination Statement.....	23
Indemnity Agreement & Hold Harmless.....	24
Stipulation Against Liens.....	25
Performance Bond.....	26
Accepting Provisions of the Workers’ Compensation Act.....	28

PURPOSE

The City of Reading (the City) is requesting proposals from vendors for document scanning, indexing, conversion, and destruction services. Sealed proposals will be accepted at the office of the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA 19601 until 3:00 P.M. EST time on Friday, March 21, 2014.

PROPOSAL SUBMISSION

The original proposal, six (6) printed copies, and one (1) electronic copy on compact disc 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, Room 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on Friday, March 21, 2014. The envelope shall be clearly labeled as "RFP for Document Scanning, Indexing, Conversion, and Destruction Services". Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

PRE-PROPOSAL CONFERENCE

To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 A.M. on Thursday, March 6, 2014. Any interpretation made to prospective proposers, will be expressed in the form of an addendum, which, if issued, will be conveyed in writing to all prospective proposers no later than 2:00 P.M. on Thursday, March 13, 2014.

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.

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.

WORKER'S 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

Specifications – RFP - Document scanning, indexing, conversion, and destruction services

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, subcontractors, 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 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 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.

Specifications – RFP - Document scanning, indexing, conversion, and destruction services

Page 4

City of Reading, Pennsylvania

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker's 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 that 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 is or has serving/served sentence in a penal or correctional institution or has been found guilty or plead guilty or no contest for any type of theft shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the Director, Administrative Services or their designated representative. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the Director, Administrative Services or their designated representative, 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 will not be allowed to subcontract work under this contract unless written approval is granted by the City Purchasing Coordinator.

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 or affect 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.

The City of Reading is tax exempt.

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 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, currently at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS / LICENSES

The Proposer shall, at their 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.

Specifications – RFP - Document scanning, indexing, conversion, and destruction services

Page 6

City of Reading, Pennsylvania

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 then (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, along with this RFP, its attachments and addendums, 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 of the City, or other persons.

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 complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work or fails to provide timely reports.
- H. Convenience of the City.
- I. Failure to meet scope of services

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Tammi Reinhart, Purchasing Coordinator
City Hall, 815 Washington Street
Reading, PA 19601-3690
610/655-6427 (fax)
tammi.reinhart@readingpa.org

SCOPE OF SERVICES

PURPOSE: The City requests Contractor to have sufficient resources to be able to provide both scanning and media conversion services in an efficient and accurate manner. The objective for these services is to:

- Provide media conversion services and records retention
- Provide for indexed access to electronic records via the City DocStar package
- Eliminate the cost associated with the storage of the original "hard copy"

Contractor shall provide all labor, materials, tools and equipment required for Scanning, Indexing and Imaging Service for City department requesting services.

SCOPE OF SERVICES: The City of Reading uses DocStar Document Imaging and Records Management System. The City requests competitive bids for the following services:

- Document imaging/scanning services with indexing and proper orientation at a minimum of 300 dpi.
- Media Conversion Services- digital conversion of microfiche and/or microfilm to Multi Group-IV Tagged Image File Format with the large size drawings and the standard size documents at a minimum of 300 dots per inch and process these digital images to be seamlessly included into the DocStar Software.
- Optical Character Recognition (OCR) services. This process shall provide an accurate conversion of image data into a searchable PDF format.
- Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

1) Handling and Receiving Requirements

Confidentiality, Accuracy and Security of Documentation: It is critical that the proposer understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the proposer received the documents from the City, they are responsible for their

safekeeping. Contractor must secure materials in a secure, dry location and take great care in handling of fragile originals.

Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The Contractor will be fined up to \$500 for a records box that is lost, stolen or damaged. Also, for media conversions purposes, the Contractor will be liable up to \$500 per roll of microfilm and/or \$100 per piece of microfiche for any lost, stolen and/or damaged original while in the Contractors possession. Also, no unauthorized reproduction or duplication of any media produced by the contractor is permissible.

These documents contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Contractor, the Contractor becomes solely responsible for the security of the documents.

- a. Tracking and Inventory of City Documents: The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City's Department's inventory transmittal and the items received by the Contractor are to be resolved with ten calendar days. After scanning/media conversion services have been completed on a pickup from the City, the Contractor will be required to perform a final quality control step that compares the final output to the manifest that City provided that Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Contractor.
- b. Pick-up and Turnaround Time: The Contractor will pick up all City documents that are to be scanned and/or have media conversion performed from designated City sites; the Contractor is responsible for the pick-up of the City documents themselves, the City determines it to the City's benefit. Only the City will make such a determination.

The City and the awarded Contractor will mutually develop a procedure, as well as a pickup and delivery schedule. The City's plan is for weekly pickups.

The City will determine the pickup locations and shall also require the Contractor to schedule a regular pick up of documents to be scanned and media conversion services performed.

- c. Transportation of City Documents: All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.
- d. Hard Copy Storage: The Contractor will maintain the City hard copy documents in a secure archival environment for a period of not less than 120 days.

2) Preparation Requirements

- a. Vendor shall perform "Document Preparation" as necessary to scan all files-
Preparation of Documents to be Scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8 ½ " x 11" paper and other wise make the documents ready for processing.

3) Quality, Production and Pricing Requirements

- a. All data must be preserved in a form identical to, or functionally equal to, the original record.
- b. Scanned images shall be placed on a DVD, external hard drive, or other appropriate approved media for delivery to the City.
- c. Each scanned image shall have a unique file name specified by the City.
- d. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
- e. Vendor shall use 300 dpi or higher for those documents where it is required to meet the quality requirements.
- f. The vendor shall not scan blank documents.
- g. Vendor shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
- h. Vendor shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer)
- i. Report and discuss any problem images that cannot be captured to meet benchmark specifications.
- j. Inspect film intermediates for quality and consistency
- k. Post process digital images (cropping, deskewing, despeckling, image

- Index card, Letter and Legal size documents (Anticipated largest is 11' x 17")
 - Microfiche and/or Microfilm (potential, unknown quantity)
 - Pictures (potential)
- b. Estimated Quantity: The following quantities are estimated. These figures are estimates and the City reserves the right to adjust them up or down accordingly. Unit costs to be quoted are based upon "quantity buckets" with volume discounts anticipated for higher quantities.
- Building-Trades has 168,000 standard size (8 ½ x 11) documents, numerous index cards, and 8,000 large format drawings.
 - Planning Department has 210,000 letter/legal size documents and 6,000 large format drawings.
 - Wastewater Division of Public Works Department has 112,000 letter/legal size documents and 7,500 2-sided large format drawings, size 18' x 28" and 1,250 plans up to 30" x 42".
 - Accounting Division has 168,000 bound pages (3-ring) and 120,000 standard 8 ½" x 11" documents.
 - Finance has 4,500 standard 8 ½" x 11" documents.
 - Purchasing has 262,500 standard 8 ½" x 11" documents.
 - City Clerk has 344,750 standard 8 ½" x 11" documents.
 - Law office has 176,000 standard 8 ½" x 11" documents.
 - Historic Preservation has 182,000 standard 8 ½" x 11" documents.
 - Zoning has 318,000 standard 8 ½" x 11" documents.
 - Human Resources has 585,000 standard 8 ½" x 11" documents and 9,000 standard 8 ½" x 14" documents.
 - Community Development has 360,000 standard 8 ½" x 11" documents.
 - Codes Enforcement has 2,160,000 standard 8 ½" x 11" documents.
 - Information Technology has 500 large format drawings.

PROPOSAL REQUIREMENTS:

Proposals shall include all of the information solicited in this RFP. Responses to this RFP **MUST include ALL proposal requirements.** Respondent should not withhold any information from the written response.

The following format and sequence will be followed in order to provide consistency in the Proposer's responses:

A. Letter of Interest:

- The letter should include general information about the Firm, such as: description of all services offered, the total years in business, number

Specifications – RFP - Document scanning, indexing, conversion, and destruction services

of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal.

- B. Proposed Project Work Plan:
- Provide an outline detailing your approach and concept of the project.
- C. Key Personnel:
- List those persons who will have a management position working with the City, if you are awarded the contract.
- D. List of Similar Projects and References:
- Provide a list of a minimum of three (3) similar relevant projects, together with information on the project scope, client, location, budget, common issues, services provided.
 - Provide client references, including names, titles, addresses, telephone numbers and email addresses for these projects.

Proposed Fees:

Pricing for scanning/imaging services: Provide a total price per image per document. Price must include prepping and indexing.

- Pricing for scanned images from existing microfiche and microfilm (media conversion): Provide a total price per image to create Scanned Images from Microfiche. Provide a total price per image to create Scanned Images from Microfilm.
- Pricing for scanning/imaging services: Provide a total price per image for scanning the large format documents. Provide a total price per document for reassembly and return of large format documents during regularly scheduled pickup.
- Pricing for document destruction: Provide a price per pound of document destruction after scanning and review of scanned images by the City is complete.

Technical Proposal: The following issues should be fully responded to in the proposal in concise ***narrative form***, do not solely indicate 'Y' or 'No'. Each issue shall be referenced and presented in the following order:

1. Please provide a list of security measures your company follows to safeguard the information contained within your customer's documents; i.e., does your company use security badges for its employees, how often are your servers backed up, are background checks performed on your employees. Please elaborate.
2. Please provide your company's procedures for tracking inventory (your customer's documents) once they are picked up from your customers. What

tracking system do you use and how is it implemented? Please elaborate.

3. Please provide a list of equipment your company uses for scanning and Media Conversion from microfilm to scanned images. Include the make and model number of the equipment, how many of each and also the current version of scanning software being utilized. Also, explain your process of creating TIFF images and indexing. Please elaborate.
4. Please provide your Company procedures, in detail, for converting microfiche and microfilm images to scanned images. Also state whether there is any loss in quality when scanned images are created from microfiche and microfilm and what the average percentage of loss in quality is. The City desires no loss of quality in converting microfiche and microfilm images to scanned images. What method (s) does your company use to reduce the size of the file image when performing media conversion from microfiche and microfilm? Please elaborate.
5. Please include in this description the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.
6. Does your company shred documents on its site or do you hire an outside shredding vendor to perform the shredding on your site? If you do hire an outside vendor, what is the name of the company, where they are located and are they bonded? Describe the entire process in detail, include any safeguarding measures and include where the documents are sent once they are shredded.
7. How many square feet are there in the storage facility where documents will be stored and scanned and media conversion services performed?
8. What is the physical address of the facility where the documents will be stored and scanned and media conversion services performed?
9. Please answer yes or no to the following requirements about the facility where the documents will be stored and scanned and media conversion services performed:

Air-conditioned	_____	Yes	_____	No
Security Alarm system	_____	Yes	_____	No
Fire Sprinkler system	_____	Yes	_____	No
Is your fire sprinkler system a wet or dry system	_____	Wet	_____	Dry
Will all City records be kept two feet above the floor while in your facility?	_____	Yes	_____	No

10. Does your company use its own vehicles to transport documents? Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned? Do you transport magnetic media in magnetic containers within the vehicles?
11. What method does your company use to straighten out the documents before scanning?
12. Please provide an example of your company's invoices.
13. The questions below ask each proposer to provide the City turnaround times for various scanning and media conversion requests. The proposer's response should include day of pickup and delivery. The amount of 50,000 documents used in the questions below is used for example purposes only and does not constitute an average City pick-up, the number of City documents to be picked up may be higher or lower depending on work flow at the time. The proposer awarded the contract will be expected to meet or exceed the proposed turnaround times listed here, if the proposer awarded the contract cannot meet their proposed turnaround times, the City will have the option of canceling the contract.
 - Please provide the turnaround time for scanning 50,000 8 ½" x 11" documents, including prepping and indexing
 - Please provide turnaround time for converting 100 rolls of microfilm to scanned images, including index information.
 - Please provide the turnaround time for scanning 100 30" x 42" documents, including prepping and indexing
14. What is the name of your organization and what is your main source of business revenue?
15. Please indicate percentage of total revenues from document management related activities.
16. How many years have you been in business?
17. What are your main offices and branch offices/Service Centers located in the United States? In Pennsylvania?
18. How is customer support handled within your organization?
19. What is the name of your imaging/scanning product?
20. How many years has it been available and what is the software version?
21. What types of images are supported? Examples, TIFF, CCITT Group 3 & 4,

others please list.

22. Is the system able to provide images with the quality of a TIF but have the compression capabilities of JPEG?
23. What compression techniques are supported?
24. What size image documents can the system handle? Please indicate smallest to largest.
25. Is the image file header Non-Proprietary?
26. What kind of image processing is scanner capable of with the software?

Can it perform thresholding, deskewing, dynamic image enhancement and edge enhancement?

27. Is there an additional charge to reassemble in the same order and return to the department their documents/plans after scanning is complete? The documents/plans can be returned during a regular scheduled pick up. Please indicate whether or not there is an additional charge in the pricing section of this RFP.
28. The City requests the proposer to keep the City documents for up to 120 days in a secure archival environment during and after the scanning process is complete. What is the maximum amount of time your company will keep the City records?

ADDITIONAL INFORMATION REQUIRED OF PROPOSER

A. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform

CITY INFORMATION

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

EVALUATION OF PROPOSALS

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and References
- B. MWE\WBE
- C. Cost
- D. Reading based provider
- E. Completeness of RFP response
- F. Narrative Response
- G. Scope Requirements response

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 on the basis of the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. 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. 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.

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 A.M. on Friday, March 6, 2014. 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 RFP and will be faxed or emailed to all prospective firms at the number furnished by them by Friday, March 13, 2014.

Additionally, the City prohibits communications 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 communication between proposer and the City will be initiated by the Purchasing Coordinator in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communications outside of the Purchasing Coordinator with a proposer shall 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

1. 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 bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any over held profit or cost element of the Bid price or the Bid price of any other Bidder, 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;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder 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 Bidder 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 _____, 2014

Notary Public

My Commission Expires:

**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: _____

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

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 2014, providing for the scanning, indexing,

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 _____, 2014.

By: _____

Title: _____

ATTEST:

(Title)

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, 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 CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR 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 2014.

(SEAL)

(CITY OF READING)

ATTEST:

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

PERFORMANCE BOND

Know all men by these presents that we, _____ herein after called the Principal, and _____, hereinafter called the SURETY, a corporation organized and existing under the laws of the state of Pennsylvania are held and firmly bound unto the City of Reading, hereinafter called the OBLIGEE, as hereinafter set forth, in the full and just sum of _____ Dollars & 00/100 (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain proposal, dated _____, 2014, to perform the WORK for the OBLIGEE, in connection with the _____

WHEREAS, the OBLIGEE is a "contracting body" under provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967", PL 869 (the Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this Bond to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL; and

WHEREAS, it also is a condition of the CONTRACT DOCUMENTS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the CONTRACTOR DOCUMENTS, it is provided, inter alia, that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the CONTRACT DOCUMENTS.

NOW, THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment,

extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this bond to be signed, sealed and delivered this _____ day of _____, 2014.

(INDIVIDUAL PRINCIPAL)

_____(Seal)
(Signature of Individual)

Witness:

Trading and Doing Business as:

STATEMENT

Accepting Provisions of the Workers' Compensation Act

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned contractor has accepted the provisions of the Workers' Compensation Act of Pennsylvania, with all supplements, and has insured liability thereunder in accordance with the terms thereof with the insurance company whose signature is attached hereto.

For Individual

_____ (Seal)

For Corporation

(Name of Corporation)

By: _____
(Official Title)

Attest: _____
(Secretary or Asst. Secretary)

For Partnership

(Name of Partnership)

By: _____ (Seal)

_____ (Seal)
(Partners)

(Name of Insurance Company)

By: _____
Attorney-in-Fact