Request for Proposals

COMPREHENSIVE PARKING PLAN

City of Reading, Pennsylvania
# TABLE OF CONTENTS

I. BACKGROUND ................................................................................................................... 5

II. PURPOSE / GOALS ............................................................................................................. 5

III. SCOPE OF SERVICES ......................................................................................................... 6

   A. Inventory and Assessment of Parking Demand, Supply and Administration................ 6

   B. Public Participation........................................................................................................... 7

   C. Evaluation of Current City Parking Policies................................................................. 7

       (1) Land development and zoning regulations, and frequency of variances/waivers granted or denied from parking requirements; ................................................................. 7

       (2) Stormwater management ordinances and practices; ................................................... 7

       (3) Parking enforcement procedures, including pricing and duration limits; ................. 7

       (4) Deed restrictions limiting the use of private lots for use by off-site customers; .......... 7

       (5) On-street parking regulations for standard and specialized parking areas (e.g., handicap parking, short-term parking spaces, loading zones), and other parking/traffic codes; ...... 7

       (6) Parking rate structures; ............................................................................................ 7

       (7) Current wayfinding signage system directing visitors to parking facilities, including the current physical condition of the system and any improvements needed; and ............... 7

       (8) Other City codes, ordinances, policies, procedures or incentives that affect parking activities ........................................................................................................................................ 7

   D. Comprehensive Parking Plan Recommendations and Implementation...................... 8

       (1) Existing Needs ............................................................................................................ 8

       (2) Future Parking Needs ................................................................................................ 8

       (3) Applicability and Amount of Parking Fees ................................................................ 8

       (4) Zoning/Land Development Requirements ................................................................ 8

       (5) Administration, Maintenance and Enforcement ........................................................ 8

       (6) Environment/Sustainability ....................................................................................... 8

       (7) Implementation ........................................................................................................... 9

IV. PROPOSAL REQUIREMENTS .......................................................................................... 9

Pricing proposals shall be submitted on a separate document............................................. 9

   A. Submittal Requirements .................................................................................................. 9

   B. Qualifications and Experience ........................................................................................ 9
C. Non-Collusion Affidavit ........................................................................................................... 10

V. RFP PROCESS ...................................................................................................................... 10
   A. Consultant Evaluation .......................................................................................................... 10
   B. Consultant Selection Process ............................................................................................. 10
   C. Withdrawal of Proposals ................................................................................................. 10
   D. Proposal Rejection ............................................................................................................. 11
   E. Questions .......................................................................................................................... 11
   F. Schedule ............................................................................................................................ 11

VI. CONTRACT REQUIREMENTS .......................................................................................... 11
   A. Execution of Contract ........................................................................................................ 11
   B. Alternations or Modifications .......................................................................................... 12
   C. Subcontracts ..................................................................................................................... 12
   D. Termination of Contract ................................................................................................. 12
   E. Insurance Requirements .................................................................................................... 13
   F. Workers’ Compensation and Public Liability And Property Damage Insurance .......... 13
   G. Equal Employment Opportunity .................................................................................... 14
   H. Employment of Certain Persons Prohibited ...................................................................... 15
   I. Forms ................................................................................................................................ 15
   J. Right to Audit Records ...................................................................................................... 15
   K. Dissemination of Information .......................................................................................... 15
   L. Business Privilege Tax ...................................................................................................... 15
   M. Permits/ Licenses .............................................................................................................. 16
   N. Observance of Laws, Ordinances and Regulations ......................................................... 16

VII. APPENDICES .................................................................................................................. 17

   Minority and Women Business Enterprises ......................................................................... 18

VIII. DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL PROPOSER ......................... 19
INTRODUCTION

The City of Reading (City) is a third-class city in Pennsylvania operating under the home rule form of government. The City is located in Berks County and has a population of approximately 90,000. The City is seeking professional proposals from qualified consulting firms to develop a comprehensive parking plan for the City. Parking is an instrumental and inevitable part of transportation and real estate within the City. As the City grows and attracts more prosperous economic development, our focus necessarily shifts from development designed for single-occupancy vehicles, to mixed-use, urban, and transit-oriented developments. The comprehensive parking plan will be developed in conjunction with the Downtown Plus Strategic Plan to attract and retain businesses, workforce, residents, and visitors to the City.

The City will use this plan to better manage public parking resources and to anticipate future parking needs as the City’s revitalization unfolds.

The Comprehensive Parking Plan project will be administered by the City of Reading’s Community Development Department. The primary contact after the project has been awarded will be:

Jamal Abodalo, Director of Community Development
815 Washington Street
Reading, PA 19601
610-655-6328

Responses to this Request for Proposals (RFP) are due by 3:00 prevailing time, January 12, 2021. Late submittals will be disqualified.
I. BACKGROUND

Since the adoption of the City of Reading Comprehensive Plan in 2000, the City has undertaken many studies and plans which reviewed parking issues throughout the City. In 2008, the City conducted a parking study which focused on the downtown district and included a map of available public parking facilities and inventory of parking usage at that time. The Downtown 2020 Master Plan, drafted in 2011, included a collection of existing conditions and proposed changes in Reading’s downtown area. In addition, a revised comprehensive plan, drafted in 2014–2015, addressed parking in neighborhoods and the downtown area. The majority of these plans and studies, while valuable resources, were not formally adopted.

II. PURPOSE / GOALS

The City of Reading needs a comprehensive parking plan that will enable the City to effectively plan for future development and revitalization of the City, while managing existing parking needs and resources. The plan should build on and consolidate the data collected through previous studies and plans. As the heart of Berks County, the City of Reading has a vibrant fabric that is woven from diverse educational, commercial, and other institutional uses operating citywide, each of which plays a crucial role in the City’s overall economic development.

Having a comprehensive parking plan that addresses parking throughout the City is essential to attract customers who are looking for a walkable and transit-oriented community in which to live, learn, work and play.

The goals for the City of Reading Comprehensive Parking Plan are to:

- Assess the occupancy characteristics of all available parking resources in the City, including on-street parking, garages, and surface lots;
- Evaluate current City policies (including ordinances, procedures, operations, and incentives) that affect parking; and
- Recommend specific policy changes, based on accepted industry practices that the City should implement to attract new development while protecting existing resources.

To avoid duplication of efforts, the plan should incorporate relevant portions of the Downtown Plus Strategic Plan, the City of Reading Comprehensive Plan, and past parking studies and plans conducted for the City and/or Parking Authority.

---

1 Available at: https://www.readingpa.gov/sites/default/files/documents/comprehensive_plan_2000.pdf
2 Available at https://www.readingpa.gov/sites/default/files/CD/planning/Parking%20Study%20%282008%29.pdf
4 Available at: https://www.readingpa.gov/sites/default/files/CD/planning/DRAFT%20City%20Comprehensive%20Plan%20Decembe r%202015.pdf
III. SCOPE OF SERVICES

A. Inventory and Assessment of Parking Demand, Supply and Administration

The purpose of this task is to quantify the existing public and private parking supply in the City and the existing demand for parking based on residential, commercial, and institutional needs.

The Study Area for development of this comprehensive plan are designated on the map included in the Appendix. For purposes of this assessment, “public parking facilities” include those parking garages and surface parking lots owned/operated by the Reading Parking Authority.

This quantification will be accomplished by an inventory and assessment of parking resources and challenges which includes:

- **Accumulation Counts.** Collect data on the number of vehicles parked in public parking facilities during specific period of times and the number of vehicles entering and exiting during that specified period to summarize by time period the number of vehicles and establish each facility’s capacity during peak and off-peak usage.

- **Duration and Turnover.** Collect data on parking duration and turnover rates to effectively determine the use of public parking facilities.

- **Parking Demand (Land Use Method).** Determine parking generation rates which can be used to estimate the demand for parking by tabulating the type and intensity of land uses throughout the study area; and based on reported parking generation rates, estimate the number of parking spaces needed for each unit of land use.

  The assessment of on-street parking should quantify the effect of the following on parking availability:
  - Truck parking for residents utilizing trucks in their work
  - Utilization of handicap parking
  - Utilization of loading zones and dedicated pickup/drop off parking

- **Assessment of Future Parking Demand.** Assess future parking demand based on the current and proposed land development projects, growth projections for the City, and available data from the Comprehensive Plan and other past studies.

  The assessment should also include an inventory of existing private parking facilities in the study areas, as well as bicycle parking, existing public/mass transportation routes, institutional shuttle services, and ridesharing opportunities. It should also summarize enforcement, administration, charge rates, and maintenance of public parking facilities by the Reading Parking Authority.
B. Public Participation

At the conclusion of the assessment/inventory phase, the consultant will organize at least four (4) public workshop meetings to allow residents, property owners and the business community to express their views of parking needs in the City. Preferably one meeting would focus on downtown parking, while the others would focus on designated residential neighborhoods. As circumstances allow, these meetings may be held in person or via an acceptable virtual platform (such as Zoom) which would be made available by the City. The cost of advertising for the meetings would be borne by the consultant.

The findings from public participation should be incorporated into the assessment of parking as well as recommendations for policy changes.

C. Evaluation of Current City Parking Policies

Review and summarize current City policies that have an impact on parking, including:

(1) Land development and zoning regulations, and frequency of variances/waivers granted or denied from parking requirements;

(2) Stormwater management ordinances and practices;

(3) Parking enforcement procedures, including pricing and duration limits;

(4) Deed restrictions limiting the use of private lots for use by off-site customers;

(5) On-street parking regulations for standard and specialized parking areas (e.g., handicap parking, short-term parking spaces, loading zones), and other parking/traffic codes;

(6) Parking rate structures;

(7) Current wayfinding signage system directing visitors to parking facilities, including the current physical condition of the system and any improvements needed; and

(8) Other City codes, ordinances, policies, procedures or incentives that affect parking activities.
D. **Comprehensive Parking Plan Recommendations and Implementation**

The plan recommendations will include creative solutions to address the following general topics:

**(1) Existing Needs**

The plan should recommend actions to address existing residential and non-residential parking needs, including (but not limited to) solutions for reducing parking congestion in densely populated residential neighborhoods, increasing available on-street parking, optimizing the use of public parking facilities, and providing alternative off-street parking locations for residents with commercial vehicles.

**(2) Future Parking Needs**

The plan should recommend actions the City should take to meet future parking demand, along with a timeline for implementation such actions.

**(3) Applicability and Amount of Parking Fees**

The plan should address any changes to parking fee rates necessary to finance the administration and maintenance of the City’s parking system and to encourage the efficient use of the existing and proposed parking resources; it should also discuss the locations where parking should be fee-based.

**(4) Zoning/Land Development Requirements**

The plan should recommend amendments needed to provisions in the City’s zoning and subdivision/land development ordinances, including (but not limited to) design and construction standards, numerical parking requirements for specific uses, distinctions between residential and commercial districts, and requirements for traffic studies and/or/parking management plans. Recommendations should be consistent with current applicable case law and governing statutes, including the Pennsylvania Municipalities Planning Code.

**(5) Administration, Maintenance and Enforcement**

The plan should recommend improvements to the administration of parking regulations in the City, including pricing necessary to finance the administration and maintenance of the City’s parking system and to incentivize efficient use of the existing and proposed parking resources.

**(6) Environment/Sustainability**

The plan should acknowledge the effect of parking policy on the physical environment and make recommendations based on transportation demand management (TDM) strategies to promote a balanced transportation system. Such recommendations should address parking minimums, impervious coverage limits, green incentives, streetscape design, complete streets, wayfinding, parking lot/garage location, and other topics applicable to long-term sustainability.
(7) Implementation

The plans should include a prioritized implementation schedule that provides a recommended time frame for integrating the recommended policy changes with other ordinance updates, comprehensive plan updates, and the concurrent Downtown Plus Strategic Plan, including staff responsibilities and funding options.

IV. PROPOSAL REQUIREMENTS

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (ebidexchange.com/pennbid) no later than 3:00 P.M., prevailing time on January 12, 2021.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at www.ebidexchange.com/pennbid.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

Pricing proposals shall be submitted on a separate document.

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

A. Submittal Requirements

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

B. Qualifications and Experience

The proposal must include the following items:

a) Provide a summary of qualifications including experience with projects of similar size and type.

b) Provide a minimum of three references, including telephone numbers and e-mail addresses.

c) Identify the proposed firm/team including key individuals, their qualifications and experience, and their proposed role on this project. The proposal should identify the primary point of contact. Provide an organizational chart as appropriate.

d) Identify team members with asset condition assessment experience and any experience with municipal projects.
e) Provide a list of all sub-consultants, their work assignments and the percent of the work each will be performing.

f) State and explain of any instances where the firm has been removed from a project or disqualified from proposing on a project.

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

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

V. RFP PROCESS

A. Consultant Evaluation
Evaluation of the proposals will be based on the following:

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

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

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

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

C. Withdrawal of Proposals
Proposers will be given permission to withdraw their proposals after they have been received in the City Purchasing Coordinator’s office, provided said request is in writing and properly signed. However, no proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.
D. Proposal Rejection
The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

E. Questions
To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to the Purchasing Assistant via www.ebidexchange.com/pennbid by 2:00pm on December 21, 2020. Responses to questions shall be issued to all bidders in the form of a written addendum no later than January 4, 2021.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00 PM on December 21, 2020. Direct inquiries via Penn Bid to:

Tammi Reinhart, Purchasing Coordinator
815 Washington Street, Room 2-45
Reading, PA 19601
Tammi.Reinhart@readingpa.gov

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective firms by January 4, 2021.

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

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

VI. CONTRACT REQUIREMENTS

A. Execution of Contract
The successful Proposer shall enter into contract with the City within ten (10) calendar days after contract documents are mailed by the City to the Principal.
The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

B. Alternations or Modifications

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

C. Subcontracts

The Proposer shall not subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

D. Termination of Contract

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

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

Proposer agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the City as an additional insured, insuring payment of damages arising out of the performance of professional services for the City, in consultant’s capacity as service provider if such damages are caused by error, omission, or negligent act of the insured of any person of the organization for whom the insured is legally liable and responsible. Such insurance cannot be canceled until thirty (30) days after the City has received notice of the insured’s intention to cancel the insurance.

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, 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.

F. Workers’ Compensation and Public Liability And Property Damage Insurance

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer’s Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the Proposer from claims under workers’ compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by the Proposer, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer’s liability insurance shall be in the names of the Proposer and the City, as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured.
Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Proposer during the life of the contract shall be as follows:

- **Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate.

- **Professional Liability** – in minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of “A-“ or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

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

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

**G. Equal Employment Opportunity**

During the performance of this Contract, the Proposer agrees as follows:

- The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

- The Proposer will, in all solicitations or advertisements for employees placed by or on behalf
of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer’s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further City contracts. The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

H. **Employment of Certain Persons Prohibited**

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

I. **Forms**

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

J. **Right to Audit Records**

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

K. **Dissemination of Information**

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any reports or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the contract by the contractor or its agents or employees.

L. **Business Privilege Tax**

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

M. Permits/ Licenses

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

N. Observance of Laws, Ordinances and Regulations

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.
Minority and Women Business Enterprises
The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firms hereby agrees that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry. If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

• Minority owned business firm
• Woman owned business firm
1. Environmental Mitigation Measures
The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968
The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of $100,000)
The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. Energy Efficiency
The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 USCA 6321 et. seq.).

5. Minority Business Enterprise
Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider shall take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. Ownership of Document
All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

7. Debarment
The professional services provider by executing this contract certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).
8. Reports and Information
The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records
It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship
The contracting parties warrant by their signature that no employer-employee relationship is established between the professional services provider and the City of Reading, Pennsylvania by the terms of this contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. Conflict of Interest
The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract
This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974
The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. Nondiscrimination
The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.
15. Procurement of recovered materials
   Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable
   standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as
   amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
   include procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
   at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,
   consistent with maintaining a satisfactory level of competition, where the purchase price of the item
   exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
   $10,000; procuring solid waste management services in a manner that maximizes energy and
   resource recovery; and establishing an affirmative procurement program for procurement of
   recovered materials identified in the EPA guidelines.
DOCUMENTS TO BE SUBMITTED WITH PROPOSAL
NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

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

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

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

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.
NON-COLLUSION AFFIDAVIT

State of ________________________________

County of ________________________________

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

He/She is ________________________________ of the Proposer that has (Owner, Partner, Officer, Representative or Agent) submitted the attached Proposal;

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

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

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this 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 overheld, 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.

RFP – Comprehensive Parking Plan 2020
City of Reading, PA
VIII. DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL PROPOSER
INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF 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)

BY:__ TITLE:_

(CITY OF READING)

ATTEST:

BY:__

TITLE:_

(SEAL) __________

(PROPOSER)

ATTEST: ___ 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