

**CITY OF SCRANTON
INVITATION TO BIDDERS**

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, August 12, 2020 at 10:00 a.m. at which time such proposals will be opened in the City Council Chambers and available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

**MAINTENANCE OF TRAFFIC SIGNALIZATION FOR A TWO YEAR
PERIOD AS PER SPECIFICATIONS**

Proposals shall be made upon the official proposal from the attached to the specifications which may be obtained at the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at www.scrantonpa.gov. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Bids will be received and identified by "City of Scranton Maintenance of Traffic Signalization for a Two Year Period." Due to the closure of City Hall, all proposals will be submitted electronically to **John Murray, City Controller for the City of Scranton** via: <https://www.dropbox.com/request/9V0u4yd7UYc7AcC9qQcp> so as to arrive by the date and the time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them **via email to Thomas Preambo, DPW Director** at: tpreambo@scrantonpa.gov.

The contract will be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

Each proposal must be accompanied by a signed proposal, certificate of insurance, and a signed anti-collusion, affirmative action, a certificate of non-segregated facilities, and a disclosure affidavit.

Carl Deeley

Business Administrator

Work To Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned traffic control devices on a time basis as directed by the City, in accordance with specifications and the bid hourly rates, for a two (2) year period.

Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor.

Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

Any persons performing installation, repair, and maintenance of all electrical work must be IMSA Traffic Signal Technician Level II certified. Proof of a current IMSA Level II Certificate must be submitted with the bid proposal in order for the same to be considered.

All work shall be performed in a neat and workmanlike manner. All equipment, material or equipment replacements shall be held available for inspection by the Municipality prior to disposal by the Contractor.

Work shall be in complete conformance with Penn Dot's Publication 191, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

Maintenance and Protection of Traffic

The maintenance and protection of traffic during the maintenance operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

Union Labor

The Contractor is referred to the City's wage and union requirements.

Description of Work

The Contractor shall designate in writing an emergency telephone number where he may be contacted concerning response on-call service. The Contractor shall be on-call **twenty four (24) hours seven (7) days a week including holidays**, for the purpose of making repairs. Contractor may also designate a contract number for scheduled work in category 4 below. When a system or installation is not in operation or illuminated due to equipment failure or external damage, and authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of such failure. The Contractor shall respond and be on site to correct the failure within the response times defined below.

The response time for the Contractor is classified into the following categories:

Category 1. When notification is received between 7 am and 6 pm Monday thru Friday. The response time shall be no more than one hour.

Category 2. When notification is received any other time or day. The response time shall be no more than one and a half hours.

Category 3. When an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions.

Category 4. Non emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Category 5. Emergency pole replacement with new control box and transfer of service

The Contractor shall restore noting operation in the filed within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The teams of this contract shall not exceed one (1) year.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 7 am to 6 pm (Category 1&4)

Man hour _____ /hour
Truck _____ /hour

2. Emergency service, any other time (Category 2&3)

Man hour _____ /hour
Truck _____ /hour

3. Emergency service, any other time (Category 5)

Man hour _____ /hour
Truck _____ /hour

4. Include mark-up cost for materials and supplies

_____ Percent

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not 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. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

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

1) He is
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2) He 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 or 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 overhead, 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 SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

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.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20 _____

(TITLE)

MY COMPLETION EXPIRES _____, 20 _____