

CONTRACT

This contract entered into this ___ day of _____ 2020 effective from

January 1, 2021 to December 31, 2021 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

D.G. NICHOLAS CO.
P.O. BOX 270
SCRANTON, PA 18501
PHONE NO. 570 342-7683 #128

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of bulk oil delivered for city owned vehicles. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	\$1,000,000.00 aggregate

deductibles or self-insured retentions (which shall be for the account of the Contractor);

- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

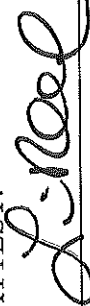
In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:


CITY CLERK

BY: 
MAYOR

DATE: 2.4.2020

DATE: 12/18/2020

COUNTERSIGNED:

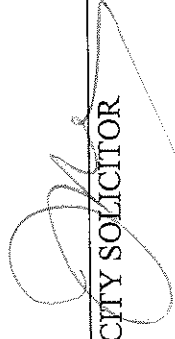

CITY CONTROLLER


DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 2.7.2021

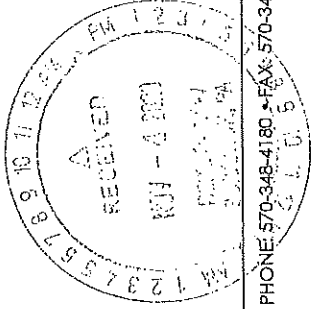
DATE: 2/4/21

APPROVED AS TO FORM:


CITY SOLICITOR

DATE: 12-15-2020

D.G. NICHOLAS CO.


DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date: October 30, 2020

Subject: City of Scranton
Bids for Bulk Oil Delivered

To: Joseph O'Brien, Esquire
City Solicitor

From: Thomas Preambo
Director Public Works 

This is to inform you that we intend to award a contract to D.G. Nicolas Co. This contract is for bulk oil from January 1, 2021 to December 31, 2021. D.G. Nicolas Co. was the lowest, most responsible bidder.

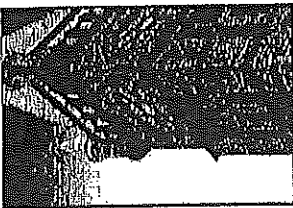
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor Paige G. Cagnetti
Mr. John Murray, City Controller
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

October 28, 2020

Mr. Thomas Preambo
DPW Director
101 W. Poplar Street
Scranton, Pa. 18508

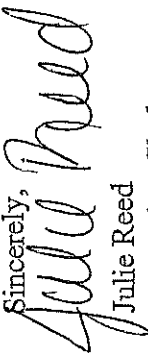
Dear Mr. Preambo,

This is to inform you that bids were opened Wednesday, October 28, 2020 in Council Chambers for **Bulk Oil Delivered for the Period January 1, 2021 thru December 31, 2021.**

Attached is the copy of the bid submitted by the following companies:

**D.G. Nicholas Co.
PetroChoice**

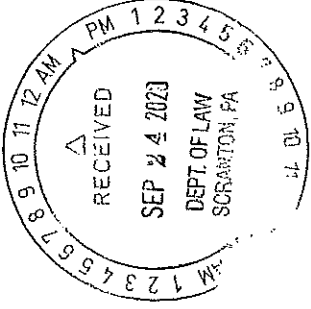
Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

Encls.

CC: Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Atty. Joseph O'Brien Esq., Acting City Solicitor

September 24, 2020



Mr. Thomas Preambo

Director of the Department of Public Works

101 West Poplar Ave.

Scranton, Pa. 18508

Dear Mr. Preambo,

This is to inform you that bids will be opened in City Council Chambers on Wednesday, October 28, 2020 at 10:00 A.M. for the following:

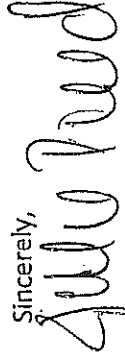
Bulk Oil Delivered

For the Period of

January 1, 2021 thru December 31, 2021

Attached, please find the Invitation to Bidders, Specifications, and Bidders Proposal.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,

Purchasing Clerk

CC: Mayor Paige Cagnetti

Mr. John Murray, City Controller

Mr. Carl Deeley, Business Administrator

CITY OF SCRANTON

INVITATION TO BID

Separate sealed bids will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, October 28, 2020 at 10:00 A.M. at which time they will be read aloud in City Hall Chambers by the Business Administrator (Or his Designee) located on the 2nd floor in City Hall and will be made available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

BULK OIL DELIVERED FOR THE PERIOD

JANUARY 1, 2021 THRU DECEMBER 31, 2021

AS PER SPECIFICATIONS

All bids shall be in accordance with the specifications which may be obtained from 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 of Scranton website at www.scrantonpa.gov. If you intend to submit a bid, 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.

All bids must be accompanied by a signed affirmative action, a certificate of non-segregated facilities, and a non-collusion affidavit.

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$500.00, as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. Proposals must be typewritten or written legibly in black ink. A cashier's check and/or an official bank check are acceptable. The successful bidder, within ten (10) days of the notification of the award shall be required to furnish a surety bond in the amount of \$1000.00 as a guarantee to furnish services as specified. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any or all bids of any bids submitted.

Envelopes containing bids must be plainly marked outside specifying material contained in bid and mailed to John Murray, Office of the City Controller, 340 North Washington Avenue, Scranton, Pa., 18503 so as to arrive at the office by the date and time first specified above. Envelopes containing bids can also be hand delivered to the Office of the Treasurer located on the first floor of City Hall.

PROPOSAL BLANK

THE UNDERSIGNED HEREBY DECLARES THAT THE UNDERSIGNED HAS CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

BULK OIL DELIVERED
FOR THE PERIOD
JANUARY 1, 2021 THRU DECEMBER 31, 2021
AS PER SPECIFICATIONS

SEE ATTACHED
PRICE PER GALLON

PLEASE INDICATE THE AMOUNT OVER THE WHOLESALE COST OF OIL WHICH THIS AMOUNT REPRESENTS: \$ _____
NOTE THAT PURSUANT TO THE TERMS OF THIS BID PROPOSAL, THE PRICE/COST OF OIL MAY FLUCTUATE OVER THE TERM OF THIS ONE-YEAR CONTRACT. THE CITY OF SCRANTON REQUIRES, AS A CONDITION OF THIS BID, THAT THE PRICE DIFFERENTIAL STATED ABOVE WILL REMAIN CONSTANT IN RELATION TO THE WHOLESALE COST OF OIL TO THE BIDDER.

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____ (REPRESENTING 10% OF THE BID, SAID BID TO BE CALCULATED AT THE RATE STATED OVER THE TERM OF THE CONTRACT). AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN AMOUNT OF 100% OF THE TOTAL CONTRACT IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ _____

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN _____ OF THE AWARDING OF THE CONTRACT.

PRINT/TYPE NAME OF BIDDER

DATE _____ SIGNATURE OF BIDDER _____

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION COMPANY NAME: _____

ADDRESS: _____

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE? _____

TELEPHONE NO: _____

SPECIFICATIONS FOR BULK OIL DELIVERY:

Successful bidder must equal or exceed these specifications.

Hydraulic Oil 275 Gallons or More	\$ _____/per gallon
15-40 Oil 275 Gallons or More	\$ _____/per gallon
90W- Keg- #16 Gallon	\$ _____/per keg
Multi-Vehicle ATF Transmission Oil or Equivalent	\$ _____/per gallon
5W/30 Motor Oil or Equivalent	\$ _____/per gallon
Diesel Exhaust Fluid (DEF) 4000 Gallons or More	\$ _____/per gallon

The price quoted will necessarily fluctuate with the price of oil. Bidder represents that its price will never exceed the differential stated on this bid between the wholesale cost of oil per gallon and the charge to The City of Scranton for a gallon of oil. Bidder understands that this price could go up or down. Each fluctuation must be accompanied by written notice of the wholesale cost of oil from the manufacturer.

**** DUE TO THE NUMEROUS BULK OIL SPECIFICATIONS, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

Attachment B. 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 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 a 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 minority group persons, so 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 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

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 _____

Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and 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 proposed 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 certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment D. Non-Collusion 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)

_____ , the Bidder that has submitted
of _____
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, or to 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 COMMISSION EXPIRES _____
_____, 20_____

CITY OF SCRANTON

INVITATION TO BID

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BULK OIL DELIVERED FOR THE PERIOD

JANUARY 1, 2021 THRU DECEMBER 31, 2021

AS PER SPECIFICATIONS

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All bids must be accompanied by a signed affirmative action, a certificate of non-segregated facilities, and a non-collusion affidavit.

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$500.00, as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. Proposals must be typewritten or written legibly in black ink. A cashier's check and/or an official bank check are acceptable. The successful bidder, within ten (10) days of the notification of the award shall be required to furnish a surety bond in the amount of \$1000.00 as a guarantee to furnish services as specified. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any or all bids of any bids submitted.

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BULK OIL DELIVERED

FOR THE PERIOD

JANUARY 1, 2021 THRU DECEMBER 31, 2021

AS PER SPECIFICATIONS

SEE ATTACHED

PRICE PER GALLON

PLEASE INDICATE THE AMOUNT OVER THE WHOLESALE COST OF OIL WHICH THIS AMOUNT REPRESENTS: \$ 1.00
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ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00 (REPRESENTING 10% OF THE BID, SAID BID TO BE CALCULATED AT THE RATE STATED OVER THE TERM OF THE CONTRACT). AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

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THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN 1 Day OF THE AWARDING OF THE CONTRACT.

D.G. Nicholas Co

James B. Nicholas
PRINT/TYPE NAME OF BIDDER

James B. Nicholas
SIGNATURE OF BIDDER

DATE 10/19/20

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

D.G. Nicholas Co

COMPANY NAME:

P.O. Box 270

ADDRESS: Scranton PA 18501

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

Pennsylvania

TELEPHONENO: 570-342-7683

#128

SPECIFICATIONS FOR BULK OIL DELIVERY:

Successful bidder must equal or exceed these specifications.

Hydraulic Oil 275 Gallons or More	\$ 4.81	/per gallon	Synthet
15-40 Oil 275 Gallons or More 80-90W- Keg- #16 Gallon	\$ 6.70	/per gallon	Synthet
Multi-Vehicle ATF Transmission Oil or Equivalent	\$ 189.95	/per keg	Full Synthet
5W/30 Motor Oil or Equivalent	\$ 8.82	/per gallon	Semi Synthet
Diesel Exhaust Fluid (DEF) 4000 Gallons or More	\$ 5222	/per gallon	Synthet
	\$ 1.68	/per gallon	

The price quoted will necessarily fluctuate with the price of oil. Bidder represents that its price will never exceed the differential stated on this bid between the wholesale cost of oil per gallon and the charge to The City of Scranton for a gallon of oil. Bidder understands that this price could go up or down. Each fluctuation must be accompanied by written notice of the wholesale cost of oil from the manufacturer.

**** DUE TO THE NUMEROUS BULK OIL SPECIFICATIONS, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

Attachment B. Affirmative Action Certification

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- (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 a 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 minority group persons, so 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 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

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.

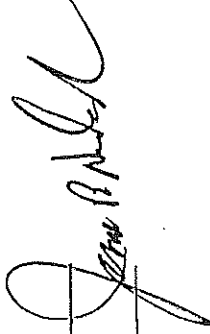
DATE: 10/19/20

(Name of Bidder)

D.G. Nicholas Co.

BY James B. Nicholas

TITLE President



Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and 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 proposed 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 certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: 10/19/20

D. G. Nicholas Co.

(Name of Bidder)

BY James B. Nicholas

TITLE President



Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lackawanna

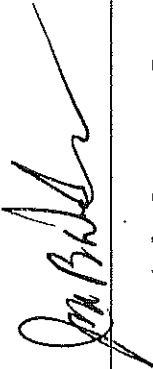
James B. Nicholas, being first duly sworn, deposes and says that:

1. He is James B. Nicholas President
(Owner, partner, officer, representative or agent)

of D.G. Nicholas Co., 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, or to 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 _____

James B. Nicholas President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19th DAY OF October
_____, 2020

James B. Nicholas

President
(TITLE)

MY COMMISSION EXPIRES April 27,
2021

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Ashley A. Inshetski, Notary Public
City of Scranton, Lackawanna County
My Commission Expires April 27, 2021



AUTO PARTS



SCRANTON'S FIRST COMPLETE PARTS & SUPPLY HOUSE

D.G. NICHOLAS CO.

EST 1916

IMPORT & DOMESTIC AUTO AND TRUCK PARTS
LUBRICANTS - EQUIPMENT - GAS FIELD CHEMICALS

601 WYOMING AVENUE, BOX 270
SCRANTON, PENNA. 18501
570-342-7683 FAX 570-342-0249

Branches
CARBONDALE
CLARKS SUMMIT
DUNMORE
HONESDALE
MOUNT POCONO
TANNERSVILLE
TUNKHANNOCK
WYALUSING

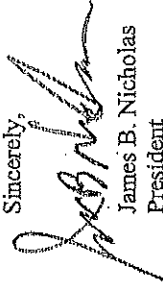
January 14, 2021

Ms. Julie Reed
City of Scranton

Regarding: Disclosures by Current Contractors

1. None
2. None
3. No
4. No
5. No
6. No
7. No
8. None

See attached signed form.

Sincerely,

James B. Nicholas
President

D. Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and sub-contractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
- List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/het name and position with the City of Scranton and dates of employment.
3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the

individual on the list of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

9. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

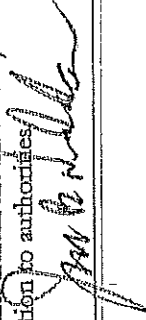
VERIFICATION

I, James B. Nicholas, hereby state that I am the owner of

D.G. Nicholas Co. and that I am authorized to make this verification.

I verify that the facts set forth herein for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____



Date: 1/14/2021