

**CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS
CONSULTING ENGINEERING SERVICES-GENERAL**

Sealed qualification proposals will be received by the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 A.M. Thursday, July 15, 2021 at which time such proposals will be opened in the City Council Chambers for the following:

**CITY OF SCRANTON
CONSULTING ENGINEERING SERVICES-GENERAL
AUGUST 1, 2021-JULY 31, 2024**

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and may be obtained by visiting the City of Scranton website at: www.scrantonpa.gov, go under the "Business Tab" and "Open Bid Opportunities" as labeled above. 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.

The City of Scranton seeks the expertise of an individual or firm to provide the expertise and resources for general Consulting Engineering Services. Submissions should emphasize the scope of services available to enable the City to determine that its needs will be met in an economical, efficient, and professional manner. Your specific experience should be highlighted in your submission. The contract will be effective for three (3) year period as noted above.

Six (6) copies of the proposals are to be submitted to John Murray, City Controller, 340 North Washington Ave., 2nd Floor, Scranton, Pa. 18503. Proposals must be plainly marked and identified as "Proposal-RFQ-City of Scranton Consulting Engineering Services-General" so as to arrive by the date and time specified above. If you are hand delivering the proposals, you must contact the City Controller's Office at 570-348-4125 to come down and accept the sealed proposals upon entering City Hall. The paper copy of your bid will be the time stamped official submission.

All bids **must** be accompanied by signed affirmative action, non-segregated facilities, a non-collusion affidavit and disclosure forms.

Please submit all questions to Tom Preambo, Director of the Department of Public Works via email only by 2:00 P.M. on Friday, July 9, 2021 at: tpreambo@scrantonpa.gov. Any inquiries received after the date and time listed above will not receive responses.

Larry West

Business Administrator

REQUEST FOR QUALIFICATIONS

The City of Scranton is seeking qualification proposals from professional engineering firms or individuals to provide the services of Consulting Engineer. The responsibility of the Consulting City Engineer is to provide engineering, design, contract administration, inspection, and oversight of various projects as required by the City of Scranton.

The responding firm or individual should they demonstrate knowledge and technical capabilities to provide design, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the position of Consulting Engineer for successful completion of projects assigned by the City. The Consulting Engineer will be assigned projects by the City on an as needed basis. The Consulting Engineer will have a thorough understanding of laws and regulations affecting the City of Scranton as well as strong familiarity with City legislation and initiatives.

1. GENERAL SCOPE OF INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for general engineering services and serve as the engineer of record for the city. The City of Scranton is seeking professional services and advice by an experienced engineer or engineering firm for general engineering services.

B. ISSUING OFFICE

1. This Request for Qualifications is issued by the City of Scranton Business Administration Office. The issuing department is the sole point of contact for questions pertaining to the Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 A.M. on Thursday, July 15, 2021 to:

John Murray
Office of the City Controller
2nd Floor
340 N. Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the proposal shall be received in a sealed envelope and must be marked prominently on the outside:

"Proposal – RFQ-City of Scranton Consulting City Engineering Services-General".
3. Proposals must be mailed, or hand delivered. No fax or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by the City during the pre-award process.
5. The proposal shall be binding for a period of ninety (90) days from the pre-award process.

6. The City of Scranton will not be responsible for any expensed incurred by a proposer in connection with this procurement.
7. Proposals received after the deadline will not be accepted.
8. Proposals not properly addressed shall not be accepted.
9. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
10. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt is received by the Business Office at the above address prior to the date and time set for receipt of proposals. The request must be made formally in writing or electronically by email.

C. RIGHT TO REJECT PROPOSALS

This request does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of a proposal in response to the RFQ or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interests and advantage of the City, and reserves the right to reject any or all proposals received as a result of the Request, in part, or in entirety, if deemed in the best interest of the City.

D. AWARD

The award will be made, in the sole discretion of the City, to the responsive and responsible proposed whose proposal, conforming to the Request specifications, will be the most cost effective and responsive to the needs of the City.

E. INSURANCE

No proposer shall commence work under this contract until all insurance has been obtained as required hereafter and such insurance has been approved by the City. If applicable, the contractor shall not advise any subcontractor to commence any work on the subcontract until all such insurance required by the contractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor. The proposer must be licensed for business in Pennsylvania. If applicable, the City of Scranton shall be named as the additional insured on all policies covering the project.

If requested, the certificate of general liability insurance will be filed with the City's Office of Business Administration, Purchasing Department. The certificate of insurance shall contain the following endorsement:

"It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation."

F. PUBLIC OPENING

Sealed Qualification Proposals will be opened publicly on Thursday, July 15, 2021 at 10:00 A.M.

II. GENERAL CONDITONS

- A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request of Qualifications will be made in the form of a written communication emailed to all prospective proposers must provide an email address. The communications shall then be considered part of the Request for Qualifications.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.
- C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected, and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest the City.
- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost. The City seeks the highest value for services rendered at the most favorable cost.
- E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.
- H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.
- I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.
- J. The City Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.
- K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract,

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract maybe cancelled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request of Qualifications is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agree that it carries or will carry throughout the term of any Contract generated as a result of the Request for Qualifications , at minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Qualifications Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right to Know (the "Law"), 65 p>s> Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the law. The following are not subject to disclosure under an exception in the law:

1. A proposal pertaining to the City's procurement or disposal of supplies, service or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or related to a proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III: PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as qualifications or requirements note below.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. General consulting engineering experience will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the Business Administration Office. The Business Administration Office will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The final selection may not be the lowest cost proposal but that which most closely meets the value requirements of the City. The proposal selected by the City Business Administration Office will be deemed to respond most favorably to the requirements of the Request.

B. **General Statement of Duties and Responsibilities: Scope of work**

The work shall incorporate all general tasks as assigned necessary for the successful completion of projects including but not limited to the following:

1. City Engineer of Record
2. Surveying:
3. Engineering Design and sketch plans
4. Preparation and review of construction/bid documents and estimates.
5. Permit Applications for outside agencies
6. Scope preparation/ technical requirements for grant applications.

Specific responsibilities will include but are not limited to:

1. Review all subdivision and land development site plans, including storm water, drainage, erosion, and sediment control plans.
2. Checks construction plans for site development, buildings and subdivisions to ensure that the design meets all applicable codes and regulations.
3. Serve as liaison to the City Planning Commission on an as needed basis and attend public meetings.
4. Conduct traffic and parking reviews as directed and make proper recommendations to the legal team and DPW
5. Conduct building and structure assessments as requested by the Department of Community Development Code Enforcement-staff and make proper recommendations.
6. Review payment requests as needed for engineers, contractors and/or related parties for accuracy. This procedure will include state agencies or federal department involved with City highway, bridge, storm water, flood control, traffic signal, and roadway improvement projects.
7. Provide direct engineering support and any written documentation as needed to the City Department of Public Works for any specific work-related activities the Department may undertake. This may include sketch plans or sealed constructions design documents for

- infrastructure improvements projects in a calendar year. Example of work: creation of plans, inspection and construction management services of city roadway improvements projects.
8. Firms may elect to provide a fee schedule for projects for consideration.
 9. Provide design, construction, specifications and as built for successful bidding and construction for infrastructure projects, new construction, and maintenance.
 10. Assist in annual budget estimates and planning as needed.
 11. Review and comment on environmental engineering reports.
 12. Provide guidance on capital improvement projects (infrastructure, storm water drainage etc.).
 13. Provide direct engineering support and any written documentation in support to any communications to outside agencies on behalf of the City.
 14. Review and assist with proposals and applications for federal, state or philanthropic funding related to infrastructure or public property.
 15. Directs all construction work on improvements and repair of bridges, swales, drainage and other public facilities.
 16. Reviews competitive construction bids and makes recommendations to the city staff.
 17. Oversee, review and approve work by project specific consulting engineering firms.
 18. Serve as proxy for the City of Scranton with the Pennsylvania Department of Transportation or other state and federal agencies as needed.

V. PROPOSAL REQUIREMENTS

An individual applicant must be registered as a Professional Engineer in the Commonwealth of Pennsylvania. A firm must retain professional licensure in the Commonwealth of Pennsylvania. The proposing party must demonstrate depth of operation to meet the above City requirements. Consideration will be based, in part, on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposer.

A. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

B. EXPERIENCE

Include examples of experience as an engineer for relevant projects. The documentation of experience should include primary and secondary services, if applicable and any pertinent experience of the support staff. References related to prior activities should be listed in an addenda section, including contact information.

C. PERSONNEL

Include the names of executive and profession personnel who will be assigned to City of Scranton activities Resumes of those assigned directly to the activities of the City of Scranton may be included in an addenda section.

D. COST AND PRICE PROPOSAL

The response shall include a Fixed Cost Proposal. Expenses for telephone, facsimile and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal and cost for the same.

Unless otherwise approved in writing by the City 's Office of Business Administration, the proposer selected shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided.

E. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

F. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

G. CONTRACT

The party selected for engineering services will execute the City of Scranton's standard professional services contract.

All proposals submitted to the City of Scranton shall include the following:

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

INSURANCE

Proposals must include a statement of the prospective bidder's insurance coverage. Proposer shall procure and maintain, at its' own cost and expense, insurance with companies that have an A.M. Best's rating of not less than A-acceptable to City of Scranton, with coverage limits of not less than stipulated below. The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and/or Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the Contract Period. Loss of insurance coverages could result in the voiding/termination of the Contract.

- Worker's Compensation and Employers Liability. Worker's Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,00.00/per accident, \$1,000,000.00/disease (policy limit), \$ 1,000,000.00/disease (each employee).

- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interest" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Automobile Liability. Business Automobile Liability covering all covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Excess/Umbrella Liability. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.0 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Professional Liability/Errors ET Omission Coverage Evidence of Professional Liability/Errors ET Omissions coverage including Privacy Liability must be provided, with limits of not less than \$2,000,000.00, with deductible not to exceed \$10,000.00. Errors ET Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.
- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$500,000 shall be submitted to the City of Scranton prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property, and other properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

Additional Provisions

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. If applicable, it shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in the contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.

Proposals must include a statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations, as well as a statement that the prospective bidder is not involve in any current litigation with the City of Scranton.

Proposals must include a copy of any and all contractual language, including any and all governing terms of the agreement.

Indemnification

The Proposer will be required in the contract to “protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employee, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them ,incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts the performance of this contract; (ii) or results from or arises out of the violation of any third party’s trade secrets, trademarks, copyright, patent right, or other proprietary rights in connection with a breach of any warranty set forth in the contract.” The indemnification shall include fees and expenses of attorneys and experts, etc. The successful Proposer’s indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer’s employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees.

The City of Scranton does not indemnify.

Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer’s parent company (ies) and subsidiary (ies) are not indebted (at the time of signing of the contract) to the Commonwealth of Pennsylvania, or the City of Scranton, and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but limited to , taxes collected by the City on behalf of the School District), liens, judgements, fees other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City of Scranton at

law or in equity, Proposer acknowledges that upon any breach or failure to the City of Scranton at certification the City of Scranton shall have the right to, and may, at the option of the City of Scranton, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City of Scranton's satisfaction within a reasonable time frame as specified by the City of Scranton in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, or sexual orientation. In the event of such discrimination, the City of Scranton may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provision of Title VII of the Civil Right Act of 1964 (42 U.S.C 200d et seq.) 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C 794), The Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C 1681), and 45 C.F.R Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract Proposer with the City of Scranton or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C 12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities, and programs provided in connection with the Agreement, (c) to the City of Scranton, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities, and programs of the City of Scranton or the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of "The Americans with Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

Governing Laws

Any contract entered into by the City of Scranton will be executed in and shall be governed by the law of the Commonwealth of Pennsylvania.

Certain Required Disclosures

In accordance with the Commonwealth of Pennsylvania's contract reform legislation, person and entities who wish to provide goods and services to the City of Scranton must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must include such completed attachment with their Proposals. Please note that the selected Proposer

will be required to update such disclosure during the term of its agreement with the City of Scranton and for one (1) year thereafter.

DISCLOSURES BY CURRENT CONTRACTORS

1. Provide the names and titles of all individuals providing professional services to the City of Scranton including advisors and subcontractors, 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, 2011, 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/her name and position with the City of Scranton and dates of employment
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with an 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, 2011 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, 2011, has the contractor 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 answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift money, services, loans, travel, and entertainment, at value of discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it way conferred.
8. Did the Contractor make political contributions that meet all of the following four criteria; (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the contractor' (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's

relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. 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.

10. 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

_____, hereby stat that I am _____

For _____, and authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure form 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: _____

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 ensure 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 the 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 workers' representative with whom 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 active 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 minority group persons, so that bidder will be unable to meets 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 sub-contractor's whit substantial minority representation among their employees.
- (9) Bidder shall include the provisions of the affirmative action certification in every subcontract, so 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 good 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 or nation 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 is prescribed in 18 U.S.C. 1001.

DATE: _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE _____

COUNTY _____

_____, 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, conniver 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 price or 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 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 _____, 2021

(TITLE)

MY COMMISSON EXPIRES _____, 2021