

## REQUEST FOR QUALIFICATIONS

Separate sealed qualifications will be received by the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 a.m. Friday, January 28, 2022 at which time such qualifications will be opened in the City Council Chambers and made available for public viewing at: [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570) for the following:

### THE RE-BID OF DIGITAL PROCUREMENT SOFTWARE DECEMBER 30, 2021 – DECEMBER 30, 2025

All qualifications shall be in accordance with the Request for Qualification (RFQ) specifications which may be obtained by visiting the City of Scranton website at: [www.scrantonpa.gov](http://www.scrantonpa.gov) under the Business Tab and Open Bid Opportunities as labeled above. If you intend to submit qualifications, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov). If you fail to notify the Purchasing Clerk of your intent to submit qualifications, you will not receive any Addenda or answers to any questions that may be submitted by other potential vendors.

Qualifications will be received and identified by “RFQ-The Re-Bid of Digital Procurement Software”. All qualifications will be submitted electronically to John Murray, City Controller for the City of Scranton via : <https://www.dropbox.com/request/WLt1y2zc79lmZo0nL946> so as to arrive by the date and time specified above. The City of Scranton will require a PDF document of all qualifications.

Qualifications **must** be accompanied by a Certificate of Insurance and signed Affirmative Action, Non-Segregated Facilities, Non-Collusion Affidavit and Disclosure Forms.

If you have any questions, please contact Carl Deeley via email only at [cdeeley@scrantonpa.gov](mailto:cdeeley@scrantonpa.gov) with a copy to Julie Reed, Purchasing, [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

Carl Deeley

City of Scranton Information Technology

## SECTION I INTRODUCTION

Request for Qualifications for Digital Procurement Application will be accepted electronically by John Murray, City Controller on or before 10:00 a.m. on Friday, January 28, 2022 via drop box:

<https://www.dropbox.com/request/WLt1y2zc79lmZo0nL946>

Please forward any questions for clarification to Carl Deeley, IT, [cdeeley@scrantonpa.gov](mailto:cdeeley@scrantonpa.gov) with a copy to Julie Reed, Purchasing, [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

### Proposal Polices

- a. All submittals shall become the property of the City of Scranton and will not be returned.
- b. Deadline extensions will not be granted.
- c. Late submittals shall not be evaluated.
- d. The City of Scranton reserves the right to reject any or all submittals as being unresponsive to these guidelines or for failure to disclose requested information.
- e. The City of Scranton shall not be liable for any costs incurred by Respondents in the preparation of submittals nor in costs related to any element of the selection and contract negotiation process.
- f. To the extent allowed by law, responses will be held in confidence by the City of Scranton.
- g. The qualifications shall be binding until implementation.
- h. Qualifications 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 of receipt of proposals. The request must be made formally in writing or electronically by email. Certain sensitive information pertaining to computer hardware, software, and networks, including administrative or technical records, which, if disclosed, would be reasonably likely to jeopardize computer security. **For valid Proposers, the City will require a Non-Disclosure Agreement to be completed by Proposer, upon receipt of which the City will provide further detail on cyber security related specifications. The City shall require all accepted Proposers to participate in a mandatory interview. Failure to provide the Non-Disclosure Agreement and/or participate in the interview shall result in rejection of qualifications.**

### **Documents Required with Submittal**

**All documents to be completed and executed by an authorized Company representative (Attachment A to F)**

1. Company Overview/Background
2. Software functionality
3. Qualifications & Onboarding
4. References
5. Cost/Payment Schedule for services
6. All qualifications submitted to the City of Scranton are **REQUIRED** to include a certificate of insurance of the prospective vendors' insurance coverage. The City **REQUIRES** the successful vendor to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate and Cyber insurance at a minimum of \$5,000,000. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding the contract.
7. Attachment A: Data Submission Document
8. Attachment B: Affirmative Action Certification
9. Attachment C: Certificate of Non-Segregated Facilities
10. Attachment D: Non-Collusion Affidavit
11. Attachment E: Disclosures by Current Contractors
12. Attachment F: Confidentiality and Non-Disclosure Agreement

### **BACKGROUND AND OBJECTIVES**

The City of Scranton is the largest city in Lackawanna County, Pennsylvania. Executive authority is vested in the mayor, with City Council serving as the legislative branch. Mayor Paige Cagnetti has been in office since January 2020. The major operating departments of the city are Business Administration, City Clerk and Council, City Controller, Public Works, Fire, Human Resources, Information Technology, Law, Licensing, Inspections and Permitting, Mayor's Office, Economic and Community Development, Parks and Recreation, Police, Single Tax Office, and Treasury. The City's population is approximately seventy seven thousand (77,000) and the City extends approximately twenty six (26) square miles.

The City of Scranton has embarked on and is committed to the implementation and ongoing development of a digital enterprise platform to support and provide a wide range of City services. Digitizing our procurement process is a significant next step towards that commitment. Technology resilience is critical to Scranton's City operations. Our goal is to be connected across platforms, devices, and geographies.

#### **City Technology Objectives**

- **SAFETY** - Safeguard the cities digital assets - protect data, networks, and devices from unauthorized access, criminal attacks, or damage;
- **SERVICE**: Work from anywhere, availability of city data, shorter wait times and scalability;
- **QUALITY**: First time solutions, data accuracy;
- **COST**: Efficient workflow, increased productivity, reduced downtime of City operations.

The City is looking to partner with a vendor whose software solution can manage multiple procurement bids, consistently and supports workflow that is compliance with the City's home rule charter.

For more information on our organization, please visit our website at [www.scrantonpa.gov](http://www.scrantonpa.gov)  
For more information on the Home Rule Charter [City of Scranton, PA Table of Contents \(ecode360.com\)](#)

### **Current Technical Environment**

- Windows PC environment, Office 365

### **LENGTH OF RELATIONSHIP**

The City of Scranton is interested in establishing a stable relationship with your company. To do this, the City would like to develop an agreement with an original term of four (4) years with an option to renew for (2) additional years. After the initial four (4) years, fees can be renegotiated should this be deemed necessary.

Either party, with a ninety (90) day written notice, may terminate the agreement for any reason.

### **SECTION II RFQ TIMETABLE**

- The RFQ will be available to interested institutions on or after January 6, 2022.
- All proposals are due and will be opened on January 28, 2022 at 10:00 am.
- Final selection will occur after review and approval by the Review Committee no later than December 5th, 2021.

Service implementation will be scheduled to begin according to an agreed upon schedule between the City of Scranton and the winning vendor.

### **SECTION III SCOPE OF SERVICES**

**Contracts will be awarded on a “Best Value” bases. To be considered the following information MUST be included with your proposal:**

#### **A. Vendor Background**

1. A brief description of the Vendor’s background and organizational history.
2. A statement of how long the Vendor has been performing the services required by this RFQ.
3. Service hours of operation, Availability for afterhours support
4. Listing of certifications -Certificate of insurance to include Liability & Errors and Omissions
5. A minimum of three (3) references with contact name and phone number of similar clients
6. Provide proof of the company’s fiscal viability (e.g., financial statements or a letter from an auditor)

#### **B. Software Functionality**

Describe or provide workflow diagrams to how the following requirements or services are supported or state ‘not covered’

1. Development/ Authoring of Bid/RFP/RFQ;
2. Tracking of Bid/RFP/RFQ Progression;

3. Vendor Submission;
4. Bid/RFP/RFQ Evaluation
5. Contract Management;
6. Reporting/ Dashboard Analytics;
7. User/Helpdesk Support;
8. Software Maintenance & Licensing Control;
9. User Training.

**C. Vendor Qualifications & Onboarding.**

- Describe Vendor's familiarity with public sector systems and associated business processes, and experience with the requirements of the State of Pennsylvania.
- Describe onboarding process including steps for integration with financials if applicable, and timeline

**D. References:**

Vendors must provide at least 3 references - similar size and complexity to the city is preferred:

- Name and contact information (i.e., name, title, address, phone, and email)
- Brief description of services provided

**E. Costs**

State the fixed annual fee

If the total cost includes user licenses, calculate the cost for 10, 15 & 20 users as well as the cost for additional users after this amount. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services. The city will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)". TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus four years of annual maintenance fees.

**F. Additional Services – Optional**

- Any additional services that were not identified in this RFQ but that the Proposer recommends that the City consider. Include a description of the features and functions of each.

**SECTION IV  
SELECTION**

**Qualification Evaluation**

The award will be based upon the proposal that is determined to be in the best interest of the City's future, not necessarily the lowest cost proposal. Responses to this RFQ will be evaluated according to the following criteria:

1. Clarity of qualifications, and responsiveness of qualifications in conformance with instructions, conditions, and format contained herein;
2. Ability to meet technical requirements;
3. Implementation process & timeline;

4. Cost and quality of services;
5. Reference checks.

## **SECTION V TERMS & CONDITIONS**

Please be aware that this is a request for professional services, and not solely a pricing bid. The terms and conditions of this proposal process are as follows:

1. The City of Scranton reserves the right to reject any or all RFQ's;
2. The City of Scranton may waive any irregularities or informalities and select the best RFQ in the opinion of the City.
3. The City of Scranton may render the Quote invalid due to unauthorized modifications of specification forms or terms.
4. The City of Scranton is not obligated to accept the lowest cost proposal.

## **\*\*SECTION VII WAIVER OF FORMALITIES**

The City of Scranton reserves the right to waive any formalities applicable to any provisions contained within the Request for Qualifications – Procurement Software.

### **BIDDER'S ETHICS AND COLLUSION**

**Collusive Bidding:** Any business entity 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 bidder, or any two or more companies 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 company that attempts to influence a City official to award this contract to such bidder's business 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 institution 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 business that knows of any City official having a material direct or indirect financial interest in such bidder's institution shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the businesses disqualification from further consideration of award of this contract.

**ATTACHMENT A  
DATA SUBMISSION DOCUMENT**

**THIS REQUEST FOR QUALIFICATIONS, WHICH INCLUDES ATTACHMENTS A, B, C, D,  
E, AND F (ALONG WITH DOCUMENTS REQUIRED WITH SUBMITTALS 1-6) MUST BE  
RECEIVED IN THE DROPBOX FOR  
OFFICE OF THE CITY CONTROLLER NO LATER THAN  
10:00 A.M.  
JANUARY 28, 2022  
TO THE ATTENTION OF:**

John Murray  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18503

**NAME OF BUSINESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

## 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 received 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 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 \_\_\_\_\_

### 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 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 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)

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, 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 \_\_\_\_\_

### Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of 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 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, 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 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. Did the Contractor make political contributions the 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 five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (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, or to a political committee

of a candidate for public office in the Commonwealth of Pennsylvania or of 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

I, \_\_\_\_\_, hereby state that I am \_\_\_\_\_  
for \_\_\_\_\_, and am 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: \_\_\_\_\_

## Attachment F.

### Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") dated \_\_\_\_\_, 2021, is made between \_\_\_\_\_, (hereinafter "Proposer") with a principle business address of \_\_\_\_\_ and - **THE CITY OF SCRANTON** ("City"), with a principal business address of 340 North Washington Ave., Scranton PA 18503.

WHEREAS, Proposer will submit a Proposal to the City's RFQ for a VoIP System; and

WHEREAS, Proposer shall, in the aforesaid submission of a Proposal, have access to confidential and/or legally protected information of City ("Confidential Information") regarding information about the City's current technology-based resources and systems, as well as its anticipated needs, and possibly also including but not limited to information about the City's cyber security;

ACCORDINGLY, Proposer and City agree as follows:

A. The term "Confidential Information" as used in this Agreement means and includes, but is not limited to, information, items and materials that are non-public, confidential in nature concerning the following: information regarding the City's current technology-based resources, systems, and cyber security, and all documentation, reports and data relating to the foregoing, whether in print or electronic format. City is willing to furnish such information to Proposer only for the purpose of submitting a proposal for professional services and pursuant to the terms of this Agreement. Proposer will hold all Confidential Information in strict confidence, and shall not disclose or divulge Confidential Information, either directly or indirectly, to others unless first authorized to do so in writing by City, and in accordance with this Agreement. As a condition to the furnishing of such information, Proposer agrees that any non-public information furnished to Proposer in the subject Proposal process, whether before or after the date of this Agreement, together with the applicable portions of any reports, analyses, compilations, memoranda, notes and any other writings or electronic media prepared by Proposer that contain or are based upon such information (collectively, the "Confidential Information"), will be treated confidentially, will not be disclosed and will not be used by Proposer other than solely for the purpose of submitting a Proposal; *provided, however*, that (i) disclosure of Confidential Information may be made if City consents in writing, (ii) disclosure of Confidential Information may be made to the extent otherwise permitted by this Agreement, and (iii) certain Confidential Information, identified and agreed to in advance by City may, where Proposer's normal role is service in a Union representational capacity, be disclosed in summary form to officers of Proposer's local union for the purpose of explaining the Proposal process (it being explicitly understood and agreed that Proposer will in that case cause said officers of the local union/s represented by Proposer to agree in writing to treat such information confidentially and in accordance with the terms hereof), provided that neither Proposer nor the party receiving the information ("Recipient") shall be permitted to use the Confidential Information or otherwise violate this Agreement in so doing.

Proposer agrees to be responsible for any breach of this Agreement by him/her/it or by any Recipient (it being understood that such responsibility shall be in addition to and not by way of limitation of any right or remedy City may have against Proposer or any Recipient with respect to any such breach).

B. Proposer will hold all Confidential Information in strict confidence, and shall not disclose or divulge any Confidential Information, either directly or indirectly, to others unless first authorized to do so in writing by City. Proposer may disclose Confidential Information only if and to the extent that such disclosure is required by court order or applicable law, provided that Proposer immediately notifies City and provides City a reasonable opportunity to review any disclosure before it is made, and to seek a protective order or other appropriate remedy to the extent it is available. In the event a protective order or other remedy is not obtained, or City waives compliance with the provisions in this Section B., Proposer may disclose only the portion of the Confidential Information which is legally required to be disclosed, and only to the extent, upon the advice of counsel, that such disclosure is required to be made in order to avoid violating (i) federal or state laws or (ii) an order of any court or governmental agency or, and in any event only after giving as much notice to City as is practicable under the circumstances.

C. Confidential Information does not include information that is or becomes available to Proposer on a non-confidential basis from a source other than City, provided that the source is not known by Proposer to be bound by a confidentiality agreement, or information which is generally known or available to the public (unless it became generally known through an act of or failure to act by Proposer, in which case it shall remain Confidential Information).

D. In compliance with the Defend Trade Secrets Act of 2018, Proposer shall not be subject to criminal or civil liability under federal or state law for (1) directly or indirectly disclosing a trade secret, in confidence, to a federal, state or local government official, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (2) disclosing a trade secret in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, if Proposer files a lawsuit for retaliation against City for reporting a suspected violation of law, Proposer may disclose a trade secret to her/his attorney and use the trade secret information in the court proceeding, if Proposer (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to a court order.

E. Proposer will not reproduce Confidential Information, nor use Confidential Information commercially or for any purpose other than the performance of its Proposal for services for City. City reserves the right to pursue legal action, including referral to law enforcement authorities if appropriate, if Proposer provides or distributes Confidential Information or trade secrets, in print or electronic form, to any third party without prior authorization from City's Business Administrator.

F. Proposer will, upon the request, or upon termination of any resulting contractual relationship with City, deliver to City all Confidential Information of Proposer's possession, whether in print or electronic form. If Proposer has not returned all print and electronic copies of City's Confidential Information in his/her possession within 48 hours of the termination of Proposer's provision of consulting services to City, City reserves the right to pursue appropriate



legal action, including referral to law enforcement authorities if appropriate, to protect its Confidential Information.

G. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and no amendment or modification of this Agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by the parties hereto. Neither this Agreement nor any of the rights, interests or obligations of either party hereunder may be assigned by either of the parties hereto without the prior written consent of the other party. Any purported assignment in contravention of this provision shall be null and void. This Agreement may be executed in one or more counterparts. In the event any court shall determine that any provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

H. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

WHEREFORE, intending to be legally bound, Proposer and City have entered into this Confidentiality and Non-Disclosure Agreement as of the date set forth above.

**CITY OF SCRANTON**

**Proposer:**

\_\_\_\_\_  
[Name, Title]

\_\_\_\_\_  
[Name, Title]

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_