

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

KOST TIRE DISTRIBUTORS, INC
925 SOUTH STATE STREET
CLARKS SUMMIT, PA 18411
PHONE NO. (570) 586-3078

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 providing new tires 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:

TYPE OF INSURANCE

Workers' Compensation

Employer's Liability

Professional Liability

Comprehensive General Liability (including
Blanket Contractual Liability Insurance)

LIMITS OF LIABILITY

Statutory

\$ 500,000.00

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

- (b) The coverage required and the limits on each, including the amount of 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:

L. Reed
CITY CLERK

DATE: 11.18.2020

BY: *Priscilla Lopez*
MAYOR

DATE: 11/19/2020

COUNTERSIGNED:

Ed Murray
CITY CONTROLLER

DATE: 11/18/2020

Tom Beaman
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 11/19/20

APPROVED AS TO FORM:

[Signature]
CITY SOLICITOR

DATE: 11/19/20

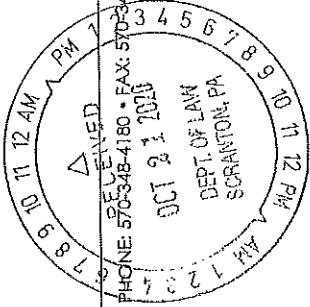
KOST TIRE DISTRIBUTORS, INC.

[Signature]



DEPARTMENT OF PUBLIC WORKS

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



Date: October 15, 2020

Subject: City of Scranton
Bids for New and Retread Tires

To: Joseph O'Brien, Esquire
City Solicitor

From: Tom Preambo
Director Department of Public Works

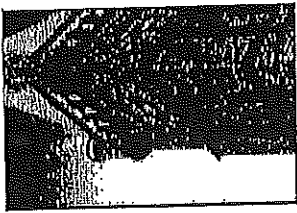
This is to inform you that we intend to award a contract to Kost Tire and Auto Service for the subject material. This contract is for new and retread tires from January 1, 2021 thru December 31, 2021. Kost Tire is the most responsible bidder.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

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

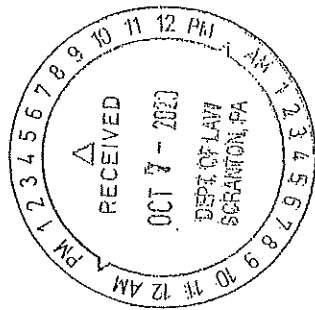
Department of Business Administration



SCRANTON

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

October 7, 2020



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

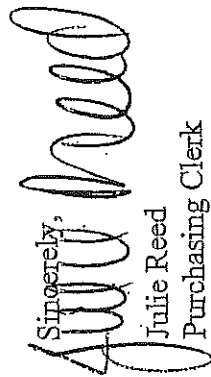
Dear Mr. Preambo,

This is to inform you that bids were opened Wednesday, October 7, 2020 in Council Chambers for New Tires for City Owned Vehicles for 1/1/2021 thru 12/31/2021. Attached is the copy of the bid submitted by the following company:

KOST TIRE & AUTO SERVICE

After your review of the bid, please inform the Law Office of your decision so they may call for a contract or reject said bid.

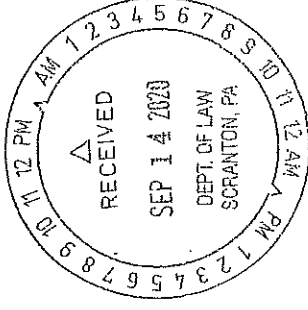
Thank you for your cooperation in this matter

Sincerely,

Julie Reed
Purchasing Clerk

Encls.

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

September 14, 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 7, 2020 at 10:00 A.M. for the following:

New Tires for City Owned Vehicles

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,

A handwritten signature in black ink that reads 'Julie Reed'.

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 7, 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:

NEW TIRES FOR CITY OWNED VEHICLES
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: ireed@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 DOES HEREBY DECLARE THAT THEY HAVE 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:

NEW TIRES FOR CITY OWNED VEHICLES
FOR THE PERIOD
JANUARY 1, 2021 THRU DECEMBER 31, 2021
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET
PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____ 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 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 AS SPECIFIED ON THE BID SPECIFICATION SHEET.

DATE _____ SIGNATURE OF BIDDER _____
PRINT/TYPE NAME OF BIDDER

STATE WHETHER INDIVIDUAL _____
PARTNERSHIP OR CORPORATION COMPANY NAME: _____
ADDRESS: _____

**NEW TIRES FOR CITY OWNED VEHICLES
SPECIFICATIONS AND PRICE PER TIRE**

12R22.5 Radial Rib/Steer - 16 ply 21/32	\$ _____	PER TIRE
315/80R22.5 Radial Rib/Steer - 20 ply 21/32	\$ _____	PER TIRE
315/80R22.5 Radial/Rib/Drive - 20 ply 21/32	\$ _____	PER TIRE
385/65R22.5 Radial Rib Steer - 18 ply 20/32	\$ _____	PER TIRE
11R22.5 Radial Rib/Steer - 14 ply 19/32	\$ _____	PER TIRE
11R22.5 Radial Lug/Drive - 14 ply 26/32	\$ _____	PER TIRE
12R22.5 Lug Tires - 16 ply 28/32	\$ _____	PER TIRE

12.5/80 - 18 Backhoe Front	\$ _____	PER TIRE
19.5L - 24 Backhoe Rear	\$ _____	PER TIRE
20.5R - 25 Loader Radial 2 Star	\$ _____	PER TIRE
215/75R17.5 New Trailer	\$ _____	PER TIRE
950/16.5 Chippers	\$ _____	PER TIRE
10.00 - 16 SL Brush Hog Front	\$ _____	PER TIRE
18.4 - 34 Brush Hog Rear	\$ _____	PER TIRE
14.17 - 5 Backhoe Front	\$ _____	PER TIRE
16.9 - 28 Backhoe Rear	\$ _____	PER TIRE
225 - 70 19.5 Ford 550's & New Brooms	\$ _____	PER TIRE
12 - 16.5 Skid Steer Loader - 10 ply	\$ _____	PER TIRE

235 - 55 - 17 "T" Rated- Snow	\$ _____	PER TIRE
235 - 55 - 17 "T" Rated-All Seasons	\$ _____	PER TIRE
LT225/75R16 Radial M & S - 10 ply	\$ _____	PER TIRE
LT235/85R16 Radial M & S - 10 ply	\$ _____	PER TIRE
P235/75R15 Radial M & S SL	\$ _____	PER TIRE
LT245/75R16 Radial M & S 10 PR	\$ _____	PER TIRE
245/65R17 Radial M & S SL	\$ _____	PER TIRE
225/60R17 Radial "T" Rated- All Seasons	\$ _____	PER TIRE
245/65R17 Radial M & S SL	\$ _____	PER TIRE
425/65R22.5 Radial Steer 20 PR	\$ _____	PER TIRE
8 - 14.5 LPT 14 PR	\$ _____	PER TIRE
*225/60R16 Radial All Seasons "T" Rated	\$ _____	PER TIRE
*265/70R17 Radial M & S SL	\$ _____	PER TIRE
*245/55R18 Speed Rated (at least V Rated)	\$ _____	PER TIRE
*LT275-65-18	\$ _____	PER TIRE

ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.

TIRES MUST BE AVAILABLE UPON DEMAND.

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)
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_____

CITY OF SCRANTON

INVITATION TO BID

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NEW TIRES FOR CITY OWNED VEHICLES
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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PROPOSAL
BLANK

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SEE ATTACHED SPEC. SHEET
PRICE PER TIRE

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IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 1000.00.

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 AS SPECIFIED ON THE BID SPECIFICATION SHEET.

DATE 10-21-20

ROBERT V STAVISH JR CPA
PRINT/TYPE NAME OF BIDDER

[Signature]
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

COMPANY NAME: KOST TIRE DISTRIBUTORS INC

Corporation

ADDRESS: 925 S STATE ST

CLARK SUMMIT PA 18441

IF INCORPORATED, UNDER THE LAWS

**NEW TIRES FOR CITY OWNED VEHICLES
SPECIFICATIONS AND PRICE PER TIRE**

12R22.5 Radial Rib/Steer - 16 ply 21/32 \$ 229.⁰⁰ PER TIRE
 315/80R22.5 Radial Rib/Steer - 20 ply 21/32 \$ 257.⁰⁰ PER TIRE
 315/80R22.5 Radial/Rib/Drive - 20 ply 21/32 \$ 299.⁰⁰ PER TIRE
 385/65R22.5 Radial Rib Steer - 18 ply 20/32 \$ 274.⁰⁰ PER TIRE
 11R22.5 Radial Rib/Steer - 14 ply 19/32 \$ 187.⁰⁰ PER TIRE
 11R22.5 Radial Lug/Drive - 14ply 26/32 \$ 126.⁰⁰ PER TIRE
 12R22.5 Lug Tires - 16ply 28/32 \$ 249.⁰⁰ PER TIRE

12.5/80 - 18 Backhoe Front \$ 177.⁰⁰ PER TIRE
 19.5L - 24 Backhoe Rear \$ 364.⁰⁰ PER TIRE
 20.5R - 25 Loader Radial 2 Star \$ 999.⁰⁰ PER TIRE
 215/75R17.5 New Trailer \$ 114.⁰⁰ PER TIRE
 950/16.5 Chippers \$ 68.⁵⁰ PER TIRE
 10.00 - 16 SL Brush Hog Front \$ 97.⁰⁰ PER TIRE
 18.4 - 34 Brush Hog Rear \$ 469.⁰⁰ PER TIRE
 14.17 - 5 Backhoe Front \$ 188.⁰⁰ PER TIRE
 16.9 - 28 Backhoe Rear \$ 375.⁰⁰ PER TIRE
 225 - 70 19.5 Ford 550's & New Brooms \$ 100.⁵⁰ PER TIRE
 12 - 16.5 Skid Steer Loader - 10 ply \$ 101.⁰⁰ PER TIRE

235 - 55 - 17 "T" Rated- Snow \$ 82.⁵⁰ PER TIRE
 235 - 55 - 17 "T" Rated-All Seasons \$ 54.⁰⁰ PER TIRE
 LT225/75R16 Radial M & S - 10 ply \$ 65.⁰⁰ PER TIRE
 LT235/85R16 Radial M & S - 10 ply \$ 79.⁰⁰ PER TIRE
 P235/75R15 Radial M & S SL \$ 59.⁰⁰ PER TIRE
 LT245/75R16 Radial M & S 10 PR \$ 74.⁰⁰ PER TIRE
 245/65R17 Radial M & S SL \$ 64.⁰⁰ PER TIRE
 225/60R17 Radial "T" Rated- All Seasons \$ 49.⁰⁰ PER TIRE
 245/65R17 Radial M & S SL \$ 64.⁰⁰ PER TIRE
 425/65R22.5 Radial Steer 20 PR \$ 375.⁰⁰ PER TIRE
 8 - 14.5 LPT 14 PR \$ 43.⁰⁰ PER TIRE
 *225/60R16 Radial All Seasons "T" Rated \$ 66.⁰⁰ PER TIRE
 *265/70R17 Radial M & S SL \$ 113.¹⁶ PER TIRE
 *245/55R18 Speed Rated(at least V Rated) \$ 110.⁰⁰ PER TIRE
 *LT275-65-18 \$ 162.¹⁰ PER TIRE

ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.

TIRES MUST BE AVAILABLE UPON DEMAND.

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 in violation of the laws of the City of Scranton contracts and other sanctions.

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: 10-01-20

(Name of Bidder)

KOST TIRE DISTRIBUTORS INC

BY DA REA

TITLE RPA Controller

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: 10-21-70

KOST TIRE & SHAG BUREAU INC.
(Name of Bidder)

BY [Signature]

TITLE EPA CONTRACTOR

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA
COUNTY OF LACKAWANNA

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

1. He is ROBERT J STAVISKI OR CPA - CONTRACTOR
(Owner, partner, officer, representative or agent)

of KOST TIRE DISTRIBUTORS INC, 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 D J S A

CPA Controller

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1st DAY OF October, 2020

Jennifer R. Wojcikowski
Notary Public
(TITLE)

Commonwealth of Pennsylvania - Notary Seal
Jennifer R. Wojcikowski, Notary Public
Lackawanna County
My commission expires April 17, 2022
Commission number 1189220

MY COMMISSION EXPIRES _____
_____, 20____

Member, Pennsylvania Association of Notaries