

**REQUEST FOR PROPOSAL FOR**

**Insurance Brokerage Services**

**City of Williamsport**

**DATE OF ISSUANCE**

**July 13, 2018**

# **REQUEST FOR PROPOSALS FOR**

## **INSURANCE BROKERAGE SERVICES**

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## **PART I**

### **INTRODUCTION**

**I-1.** The City of Williamsport (the “City”) is issuing a request for proposal (RFP) to qualified entities seeking to act as an insurance broker of record for the City with respect to the City’s insurance coverage and certain related matters. The City may award a single broker of record or may award multiple proposals for distinct and specific policies of insurance. The award will be made to a proposer or proposers who meet the scope of services, qualifications and general description of work activities.

**I-2.** The City’s casualty/ property insurance program is administered by the Finance Department with assistance from special legal counsel who deals with insurance, indemnification, and contractual issues.

**I-3.** The City currently has over 200 full-time employees, seasonal employees, and operates a police force, a fire department, recreation facilities, seasonal recreation programs, several properties and transit services.

**I-4.** The City currently owns and operates a fleet of approximately 83 vehicles and owns and operates approximately 50 buildings and structures.

**I-5.** The City maintains several policies of insurance, from a variety of providers which are listed on the attached chart and are not limited to:

Auto/General Liability	Workers’ Compensation
Auto Physical Damage	Business Personal Property
General Property Casualty Coverage	Builders Risk
Terrorism	Commercial Umbrella
Officers & Directors	All Risk
Boiler & Machinery	Fiduciary Coverage
Cyber Security Coverage	

**I-6.** The City is issuing this RFP to ensure it is obtaining appropriate insurance coverage, is properly protecting employees and assets, has appropriate insurance limits at the best pricing and appropriate risk management and catastrophic loss services.

**I-7.** The City is protected by Governmental Immunity under the Political Subdivision Tort Claims Act, yet seeks to ensure protections for any actions that may present actions not protected under a claim of negligence. (including civil rights or other Statutory actions).

**I-8.** The City is providing this request for proposal to ensure that it has adequately provided an inventory of assets, structures and other property interests for review by brokers into the future and coordination between brokers and special counsel to the City who handles insurance matters.

**I-9.** Proposers may bid for one or all or a mixture of insurance coverage areas. In the event that a Proposer is seeking to be the broker for more than one of the categories above, they should reference the cost for the services in the cost proposer. It is expected that brokers will provide support for the City regardless of the nature of the coverage provided.

## PART II

### GENERAL INFORMATION FOR PROPOSERS

**II-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy a need for **Insurance Brokerage Services**. Such services may be awarded to a single proposer or multiple proposers based upon the nature of the proposal, the qualifications and needs of the City.

**II-2. Issuing Office.** This RFP is issued for the City by Department of Finance.

**II-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**II-4. Problem Statement.** The City of Williamsport is seeking proposals from qualified companies to be the insurance broker on behalf of the city for its various insurance policies. A detailed work statement is provided in Part V of this RFP.

**II-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services structure. The broker/agent will be compensated from the insurer (s) for their fee/commission. The City may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work. Compensation on any coverage placed by the elected Proposed shall be subject to disclosure by and approval of the City.

Negotiations may be undertaken with those Proposers whose proposals prove them to be qualified, responsible and capable of fulfilling the requirements of the RFP. The contract will be entered into a manner that is most advantageous to the City based upon the considerations set forth in this RFP. Failure of a Proposer to accept the obligations in a proposed contract may be a basis to award the contract to another Proposer

**II-6. Rejection of Proposals.** The City reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**II-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the City.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

**II-8. Incurring Costs.** The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**II-9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP by email to [RFP@cityofwilliamsport.org](mailto:RFP@cityofwilliamsport.org) with “Broker RFP Clarification” in the Subject Line to be received no later than **August 27, 2018**. All questions and written answers will be posted to the website, by September 5, 2018, as an addendum to and become part of this RFP. All proposers should register at the above address, regardless of how proposal was obtained, in order to receive any answers to questions provided to other proposers. The failure to register may mean you do not receive any supplemental information and/or responses to proposal questions. In addition to written questions, a meeting will be held between all interested parties and proposers which participation shall be strongly recommended. Potential proposers and interested parties may participate in the meeting by call or in person and shall be held on July 24, 2018 at 10:00 AM prevailing time in Williamsport. Call in instructions shall be provided upon request.

**II-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Finance Department page of the City’s website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP. Requests for email copies of such addenda shall be accommodated if such request is submitted to the above email.

**II-11. Response.** To be considered, proposals must be delivered to the City of Williamsport, Attention: City Clerk on or before **September 14, 2018, 12:00 PM, noon, prevailing time**. City Hall is located at 245 West Fourth Street, Williamsport, PA 17701. Our mailing Address is:

City of Williamsport  
Attn: City Clerk  
245 West Fourth Street  
2<sup>nd</sup> Floor/City Clerk  
Williamsport, PA 17701

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to this address by the above-listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the City office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next City business day on which the office is open. Unless the Proposers are otherwise notified by the City, the time for submission of proposals shall remain the same.

**II-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5) hard copies and one complete and exact copy of the technical and cost proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format** to the City Clerk. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer’s Federal Identification Number. For this RFP, the proposal must remain valid for at least **one hundred twenty (120) days**. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the City’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the

City shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

**II-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**II-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**II-15. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**II-16. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the City will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**II-17. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the City of Williamsport and may be returned only at the City's option. Proposals submitted to the City may be reviewed and evaluated by any person other than competing Proposers at the discretion of the City. The City has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper

means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

**II-18. Continuity.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Contractor shall provide qualified staffing and maintain maximum continuity during the term of the Agreement for these services.

**II-19. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal. Such cost submittal shall include any hourly rates, commission rates, or other method of charging the City for services under this RFP.**

**II-20. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will be for three (3) years from that date with options of up to two (2) one-year contract extensions. The City shall fix the Effective Date after the contract has been fully executed by the Contractor and by the City and all approvals required by City contracting procedures have been obtained.

**II-21. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- A. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- B. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- C. Neither the price(s) nor the amount of the proposal, including any commission rates or payment based upon insurance costs and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- D. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed

by the Proposer in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- H. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- I. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- J. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the City information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## II-22. Insurance.

- A. **General.** Before the execution of a Contract, Provider must provide the City with certificates of insurance evidencing the coverage required acceptable to the City, as described below. Have all policies endorsed to contain the following clause: "Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the City by Certified Mail or other agreement acceptable to the City that a cancelled or non-renewed policy will be replaced without any coverage gap." The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured. Maintain the insurance described herein for the entire duration of the Contract. All insurance policies must be written by an Insurance Company licensed and/or authorized to do business in Pennsylvania and acceptable to the City having an A.M. Best's rating of no less than A-, with a financial size category of IX, or better. Have all insurance policies and certificates signed by a resident Pennsylvania Agent of the issuing Company. However, in the case of an eligible surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the eligible surplus lines insurer, the certified coverage's.
- B. **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation Insurance policy as required by Pennsylvania law with statutory limits of not less than \$100,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$100,000 bodily injury by disease each employee.
- C. **Commercial General Liability Insurance.** Commercial general liability insurance (CGL) with limits not less than \$3,000,000 each occurrence. If the CGL contains a general aggregate limit, it shall apply separately each site or location. CGL insurance shall be written to cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under contract (including the tort liability of another assumed in a business contract but not including breach of contract damages). An acceptable substitute for this provision if an entity cannot supply information regarding coverage for each separate location, a Responder would comply with this section by certifying through an affidavit as part of this proposal that it would be additional insurance in the event that aggregate limits are depleted from claims.

- D. Business Auto Liability Insurance.** Business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on the current ISO form or a substitute form providing equivalent liability coverage.
- E. Professional Liability Insurance.** Insurance coverage for Errors and Omissions (Professional Liability Insurance) in an amount not less than \$5,000,000. Insurance shall be provided on a form acceptable to the City of Williamsport.
- F. Additional Insured** -All Commercial General Liability and Automobile Liability insurance provided hereunder shall name the City of Williamsport as an additional insured party.

## PART III

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP and provide any type of insurance that the proposer may not be applying for. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II hereof; (ii) Cost Submittal, in response to Part II-19 hereof.

The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The City may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

**III-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP. Such statement shall include the Proposer's understanding of insurance needs and ancillary expectations of proposers.

**III-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**III-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work including how you intend to obtain insurance pricing, any specific relationships with insurance providers, any study or investigation you will need to perform with the City in order to understand existing policies and/or insurance coverages. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task.

**The Work Plan shall also include the categories of insurance that the Proposer is capable of obtaining for the City. The City has a number of insurance coverages and proposers may submit for all or a portion of insurance services. The Work Plan should outline the type of insurance and individual expertise in providing such coverage and risk management objectives attendant to that particular coverage proposal.**

**III-4. Prior Experience.** Include experience in Insurance Brokerage and Consultant Services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. It is critical to this proposal that you provide a list of similar municipal entities that you serve as the broker of record and the types of service that you provide to those

municipal entities. For all similar municipal entities please provide the name and address of the client, the years of engagement, and a summary of savings and/or cost reductions obtained as a result of your services.

**III-5. Personnel.** Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in Insurance Brokerage and Consultant Services. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

**III-6. Training.** If appropriate, indicate recommended training of City personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. In certain instances, broker may be required to attend safety meetings and/or coordinate with counsel for the City. In the case of the proposer providing Worker's Compensation insurance policies, the proposer must be prepared to assist with all discounts for the City based upon safety programs and policies.

**III-7. Cost of Insurance.** Proposers should specifically set forth the type of insurance that it seeks to submit a proposal for record broker. The proposer should set forth a specific cost and/or estimate of the cost of insurance and the potential increases in renewal costs. Proposer should summarize its strategy for procuring such insurance policies and identify existing relationships for coverage.

**III-8. Commitment to Diversity.** It is a goal of the City to utilize qualified firms that have a demonstrated history of hiring, training, developing, promoting and retaining minorities and women and to encourage participation by qualified certified minority and woman-owned (MBE/WBE) firms, if available. The City recognizes the following minority and woman-owned business certifications for this RFP. The City reserves the right to amend this list and maintains sole decision-making authority on the acceptance of certifying agencies and designations.

*PA Unified Certification Program [www.paucp.com](http://www.paucp.com)*

*PA Department of General Services [www.dgs.state.pa.us](http://www.dgs.state.pa.us)*

*National Minority Supplier Development Council [www.nmsdcus.org](http://www.nmsdcus.org)*

*Women Business Enterprise National Council [www.wbenc.org](http://www.wbenc.org)*

*U.S. Small Business Administration *small disadvantaged businesses or 8(a) small disadvantaged business concerns**

- A. Diversity Questionnaire.** A diversity questionnaire is required to be completed by the Proposer to ensure a commitment to equal opportunity and affirmative action (**Appendix A**).
- B. Purpose of Diversity Questionnaire.** The information requested in the Diversity Questionnaire is designed to elicit appropriate information about the Proposer in order to verify that its work environment demonstrates a strong commitment to diversity.
- C. Types of Information Requested.** The required information includes information on the demographics of the Proposer's upper level management and corporate commitment to diversity and equal opportunity initiatives.
- D. Certification Requirement.** A person authorized to bind the Proposer contractually must submit with the firm's proposal a certification outlining the Proposer's continued commitment to its diversity initiatives.

**III-9. Cost Submittal.** The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Provide a detailed compensation structure. There are several methods which may be acceptable in formulating a cost submitting. For instance, if you intend to submit your fees through a commission the type and amount of commission should be noted and the calculation. If you are suggesting a fee based system with hourly and/or flat rates, that information should be provided. Confirm in your response that compensation on any coverage placed shall be subject to disclosure to and approval of the City.

Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**Any costs not provided in the cost proposal will be assumed as no charge to the City.**

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The City shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No City employee has the authority to verbally direct the commencement of any work under this Contract.**

## PART IV

### CRITERIA FOR SELECTION

**IV-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

**IV-2. Proposal Evaluation.** Proposals will be reviewed, evaluated, and rated by an Evaluation Team of qualified personnel who will recommend for selection the firm that most closely meets the requirements of the RFP and satisfy City needs. Award will only be made to a Proposer(s) determined to be responsive and responsible in accordance with the Request for Proposal after approval by Williamsport City Council.

**IV-3. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

- A. Understanding the Problem.** This refers to the Proposer's understanding of the City needs that generated the RFP, of the City's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved. This includes an understanding of the type of services desired by the City which go above and beyond providing a vehicle to obtain insurance.
- B. Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.
- C. Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.
- D. Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet City objectives.
- E. Available Facilities.** List statewide offices. Identify the office from which the PTC account would be serviced.
- F. Cost.** While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The City reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The City will select the firm with the proposal that best meets its needs, at the sole discretion of the City.
- G. Commitment to Diversity.** The Proposer's demonstrated diversity and equal employment record, including: (i) recognition of the Proposer's equal employment opportunity and diversity policies, programs and initiatives; (ii) the diversity of the staff that will be substantially involved in work performed for the City and the firm's plan for utilizing minority and women staff in such work; (iii) the Proposer's status as a certified MBE/WBE; and (iv) the Proposer's plan for

utilizing minority and women staff in partnering or joint venture arrangements proposed by the firm, if applicable.

**H. Experience.** The Proposer's demonstrated experience with similar municipal entities and their history of savings and relationships with insurance coverage providers will be considered.

## PART V

### WORK STATEMENT

#### V-1 Objectives.

- A. General.** The City is seeking proposals from qualified firms to act as an insurance broker and consultant for services related to the types of insurance, and any other recommended insurance, set forth in Part I-5 above.
- B. Specific.** The insurance broker will provide an assessment of the market conditions that will affect the insurance placement of the listed coverages over the next few years and shall function as a member of the City's risk management team and provide the following specific services:
1. Gather all requisite exposure data and loss data from the City for use in development of and/or updating of coverage specifications.
  2. Prepare coverage specifications for the City's solicitor's review and approval.
  3. Negotiate with interested insurance carriers to obtain the most favorable rates and premiums available to the City under the existing market conditions.
  4. Submit all proposals received from insurance carriers to the City Attorney, together with written recommendations which shall state in detail satisfactory to the City's Attorney the reasons for recommendation selection or course of action and reasons for not selecting such coverages.
  5. Act upon the selected course of action and purchase and put forth into full force and effect, with approval of City Council, and without lapse in coverage The necessary policies and coverages on behalf of the City and, if necessary, to assist in providing a smooth transition, when necessary.
  6. Monitor and update coverages and recommend additional coverages and/or insurances that may be necessary for the City based upon their risks (including but not limited to cyber security).
  7. Be familiar with the operations of the City of Williamsport and each City Department's duties in order to formulate the type of insurance necessary to protect the City's interests.
  8. Meet with City Attorney and staff when necessary to review coverages and concerns.
  9. Provide insurance requirements and risk management training to City personnel when necessary.
  10. Establish and maintain with City personnel an updated listing of real and personal property owned or lease by the City and intended for coverage and to determine and update the types of coverage necessary to protect the City's interests.
  11. Obtain coverage for which the premiums do not include commissions, where possible.
  12. Work with special counsel to the City to provide loss updates, updated data and values and information necessary to evaluate insurance needs.

**The Work Plan shall also include the categories of insurance that the Proposer is capable of obtaining**

**for the City. The City has a number of insurance coverages and proposers may submit for all or a portion of insurance services. The Work Plan should outline the type of insurance and individual expertise in providing such coverage and risk management objectives attendant to that particular coverage proposal.**

**V-2. Nature and Scope of the Project.** The Contractor shall provide the available resources to effectively review and place All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers, Workers' Compensation, Boiler & Machinery coverage's, auto and liability, cyber, and necessary policies for all departments of the city including police and fire services. Such broker shall be familiar with the city government operations and ensure all appropriate policies and coverages are in place and exclusions are fully analyzed.

**V-3. Requirements.** All work performed by the proposer shall be done by personnel experienced in performing their assigned function. Proposer must list all persons working on this project including support staff and shall include their qualifications to do the work assigned them.

**V-4. Tasks.** Assign experienced staff immediately upon proposal acceptance and execution of an Agreement to assess the City's insurance needs and provide recommends regarding the appropriate types of insurance for the City.

1. Conduct and provide an analysis of the City's real property through provided Property appraisals covered by All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers, and Boiler & Machinery coverage's. Identify coverage to be provided under the coverages noted in Section V-1 above and develop an appropriate limits structure.
2. Effectively understand the City's current policy limits for various types of coverage including deductibles, terms and conditions and coordinate yearly recommendations with the City's Special Counsel.
3. Meet with the City's Finance Committee and Special Counsel, at least within the first six months of receiving the contract award, and periodically thereafter as necessary to update the Administration and Finance Committee.
4. Review the Property policy limits under Division I of the All-Risk and Builder's Risk. Division I assets to include: Buildings and their contents, telecommunications, parks and recreation facilities.
5. Review the Property policy limits under Division II of the All-Risk and Builder's Risk. Division II assets to include: roadways and additional structures.
6. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the City of Williamsport and verify the reasonableness of the price for the coverage provided. Proposals should be reviewed with the City of Williamsport's Finance Committee with specific recommendations.
7. Make recommendations to the City as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the City's needs and objectives.
8. Review and process endorsements on Builder's Risk construction projects over \$5,000,000. Endorsements are expected to be provided as soon as practicable after inception or renewal of the respective contract.

9. Provide other insurance consultation services as it relates to any and all operations of the City in properly advising limits of insurance coverage for the coverages listed in Plan I-5 above, and similar cost reduction protocol.
10. Solicit premium quotes from various insurance companies for such existing and proposed insurances.
11. Establish desired coverage and continuously review the policy elements to achieve established goals. Review and comment on the financial condition and ratings of Insurance Carriers providing the coverages noted in Section V-1 above. A minimum of 5 policy quotes is preferred. However, if such quotes are not available due to market share and/or availability of providers, the winning Contractor shall provide an explanation of the number of proposers to the City in order to ensure full market pricing was considered.
12. Represent the City of Williamsport in all negotiations with insurers, underwriters and other parties with regard to the insurance program with input and status with City Personnel.
13. When instructed to do so by the City of Williamsport, administer the placement of coverage and provide original binders, policies, and endorsements as required in the timetable specified by the City of Williamsport. For coverage's written, timeliness is essential and the selected broker shall agree to place coverage and issue binders prior to each policy's respective expiration.
14. Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including keeping the City of Williamsport informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.
15. Continually evaluate the insurance program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the City of Williamsport.
16. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for insurance program related issues and concerns.
17. Assist the City of Williamsport in the completion of all applications, documents and gathering data which may be requested by insurance companies.
18. Assign an Account Manager to the City of Williamsport who will be responsible for communication with the City of Williamsport and who, along with any other team members assigned, must be available on a daily basis to the City of Williamsport for advice and consultation on insurance program related issues and concerns. At all times, the winning Proposer shall designate a specific point of contact for routine questions and emergency situations for continuous and consistent communication.
19. Provide such other services related to the insurance coverage as the City of Williamsport may reasonably request.

**V-5. Reports and Project Control.** Upon completion of their review, the proposers will present to the City a detailed report on the current status of all All-Risk, Builder's Risk, Terrorism, Commercial Umbrella, Director's & Officers, and Boiler & Machinery coverage's policies and provide a certification letter to the City outlining their findings, recommendations, and overview of the insurance policies.

ATTACHMENT A

BIDDER  
CERTIFICATION  
CHECKLIST

**BIDDER CERTIFICATION CHECKLIST**

This form must be completed and returned with the bid to verify that all necessary documents are included. Failure to return this form may be cause for considering your bid non-responsive.

Attachment	THIRD PARTY CONTRACT CERTIFICATIONS	BIDDER CHECK OFF	CITY CHECK OFF
A1	Bidder/Consultant Information		
A2	Affidavit and Information Required of Bidders		
A3	Americans with Disabilities Act Compliance		
A4	Contractor Integrity		
A5	Debarment Certification		
A6	Eligible Contractors Certification		
A7	Environmental, Resource Conservation, and Energy Requirements		
A8	Non-Discrimination/Sexual Harassment Provisions		
A9	Pennsylvania Products Procurement Act Certification	N/A	N/A
A10	Disadvantaged Business Enterprise Certification		
A11	Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion		
A12	Title VI of the Civil Rights Act of 1964		
A13	Lobby Certificate		
A14	Notice of Federal Requirements		
A15	Buy America Certification	N/A	N/A
A16	Hold Harmless Agreement		

**ATTACHMENT A1**  
**BIDDER/CONSULTANT INFORMATION**

The following information must be provided.

---

Name of Individual, Partnership, or Corporation.

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Mailing Address

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City	State	Zip Code
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Business Address(if different from Mailing Address)

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City	State	Zip Code
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Contact Person

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---

Area Code & Telephone

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Area Code & Fax Number

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Authorized Person and Title

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Signature of Authorized Person and Date

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(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL  
RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A2**

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual) a partner in the bid (if the bidder is a partnership) or an officer or employee of the proposing corporation (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent proposing or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A3**

**AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The undersigned agrees to comply with, and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC && 12101 et seq. and 49 USC & 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC & 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. & 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- 11) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE & TITLE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

## ATTACHMENT A4

### CONTRACTOR INTEGRITY (Page 1 of 3)

\_\_\_\_\_,hereinafter referred to as the Contractor,  
agrees to and certifies that:

#### 1. DEFINITIONS

- a. “Confidential information” means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the City of Williamsport.
  - b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth or the City of Williamsport, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the City of Williamsport shall be deemed to have consented by virtue of execution of this agreement.
  - c. “Contractor” means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
  - d. “Financial Interest” means:
    - (1) Ownership of more than five (5%) percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the City of Williamsport.
  3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner or the Commonwealth of Pennsylvania.
5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the City of Williamsport or the Commonwealth.
6. Except with the consent of the City of Williamsport and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the City of Williamsport and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the City of Williamsport in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the City of Williamsport or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the City of Williamsport (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the City of Williamsport or Commonwealth. These rights and remedies are in addition to those the Commonwealth or the City of Williamsport may have under law, statute, regulations, otherwise.

12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or the City of Williamsport except in the following instances:

*(if None write NONE)*

- 1.
- 2.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn and subscribed to before me this date \_\_\_\_\_ of \_\_\_\_\_, 20

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL  
RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A5**

**DEBARMENT CERTIFICATION**

The bidder hereby certifies to the best of its knowledge and belief that its principals, and its subcontractors,:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority.
- 2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON

\_\_\_\_\_  
TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A6**

**ELIGIBLE CONTRACTORS CERTIFICATION**

The \_\_\_\_\_  
Name of third-party Contractor

hereby certifies that it **is / is not** included on the U.S. Comptroller General's Consolidated List  
(circle one)

of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating  
Labor Standards Provisions.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL  
RENDER THE BID NON-RESPONSIVE)

## ATTACHMENT A7

### ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The undersigned recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC §§ 4331 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq.

The undersigned also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the forms of regulations, guidelines, standards, orders, or other directives that may affect the Project.

Accordingly, the undersigned agrees to adhere to, and impose on its subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are the requirements of particular concern to the FTA. The undersigned expressly understands that this list does not constitute his or hers entire obligation to meet Federal requirements.

1. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations “Environmental Impact and Related Procedures,” at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
2. Air Pollution. Compliance with the joint FHWA/FTA regulations, “Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects” 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines,” 40 C.F.R. Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures,” 40 C.F.R. Part 86; and “Fuel Economy of Motor Vehicles,” 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

3. Energy Conservation. The undersigned and its third party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq.

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

## ATTACHMENT A8

### NONDISCRIMINATION/SEXUAL HARASSMENT PROVISIONS

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- d. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Wherever herein above the work Contractor is used it shall also include the work Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

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SIGNATURE OF AUTHORIZED PERSON

---

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

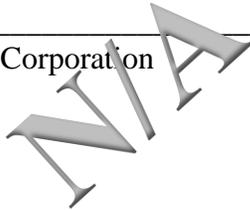
**ATTACHMENT A9**

**PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT CERTIFICATION**

\_\_\_\_\_ hereby certifies  
(Bidder)

that it complies with the Steel Products Procurement Act, Act No. 3 of 1978, March 3, P.L. 6,  
as amended by Act No. 144 of 1984, July 9 (73 P.S. Section 1871 et seq.).

\_\_\_\_\_  
Name of Individual, Partnership or Corporation



\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Person

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL  
RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A10**

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION**

**Disadvantaged Business Enterprises**

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. River Valley Transit's (a department of the City of Williamsport) overall goal for DBE participation is 3%. A separate contract goal **has not** been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors
5. The contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

SIGNATURE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A11**

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_

certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_

is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm) \_\_\_\_\_

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the:

(Name of Firm) \_\_\_\_\_

hereby certifies that the

(Name of Firm) \_\_\_\_\_

has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney and Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A12**

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The undersigned agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC & 2000d; U.S. DOT regulations, “nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

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SIGNATURE OF AUTHORIZED PERSON

---

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A13**

**LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Req. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, *et. seq.*, apply to this certification and disclosure, if any.

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE TITLE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A14**

**NOTICE OF FEDERAL REQUIREMENTS**

The undersigned understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The undersigned agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by express language in Part I of the Federal Transit Administration Agreement, or a letter signed by the Federal Transit Administrator the language of which modifies or otherwise conditions the text of a particular provision of Part II of the Federal Transit Administration Agreement. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the undersigned agrees to include in all subassistance agreements and third party contracts financed with Government (FTA) assistance specific notice that Federal requirements may change and the changed limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

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SIGNATURE OF AUTHORIZED PERSON

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TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A15**

**BUY AMERICA PROVISION**

This procurement is subject to the Urban Mass Transportation Buy America Requirement in 49 CFR 661.

A Buy America Certificate must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by the Purchaser if grounds for a waiver exist.

Section 165A of the Surface Transportation Act of 1982 permits FTA participation in this contract only if steel or manufactured products used in the contract are produced in the United States.

**BUY AMERICA CERTIFICATE**

The Bidder hereby certifies that it will comply with the requirements of Section 165A of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(OR)

The Bidder hereby certifies that it cannot comply with the requirements of Section 165A of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165B of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL RENDER THE BID NON-RESPONSIVE)

**ATTACHMENT A16**

**HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENT, THAT \_\_\_\_\_  
hereinafter called CONTRACTOR, has entered or will enter into an Agreement with the City of  
Williamsport hereinafter called the OWNER for

**INSURANCE BROKER SERVICES**

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless the OWNER, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense; (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom; and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

In any and all claims against any of the named parties above, or any of their agents or employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

CONTRACTOR

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_

Date \_\_\_\_\_

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL  
RENDER THE BID NON-RESPONSIVE)

ATTACHMENT B

CERTIFICATION  
OF  
QUALIFICATIONS

**CITY OF WILLIAMSPORT**

**CERTIFICATION OF QUALIFICATIONS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposals (RFP), dated July 13, 2018 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated July 13, 2018.
5. The proposal shall be valid for 120 days from September 14, 2018.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_