

REQUEST FOR QUALIFICATIONS ADVERTISEMENT
GUARANTEED ENERGY SAVINGS COMPANY

Notice is hereby given that Washington County will be receiving sealed qualifications for a *Guaranteed Energy Savings Company Provider (ESCO)* at the Office of the County Controller, to be mailed or delivered to, **100 West Beau Street, Suite 403, Courthouse Square Office Building, Washington, PA 15301, until 11:00 A.M. Prevailing Time, on Tuesday, March 12th, 2024.** All submissions shall contain one original and one unbound copy. Qualifications will be promptly opened at the time indicated above; names only will be read aloud. **Late submissions will not be accepted.**

The above-mentioned RFQ document may be obtained **on or before Wednesday, February 14th** from the Washington County website at [Washington County PA: Official Website \(washingtoncopa.gov\)](http://Washington County PA: Official Website (washingtoncopa.gov)). Vendors receiving RFQ documents are responsible for checking for contract changes and addenda at the website.

All qualifications submitted must be in the format requested and must comply with all applicable laws, regulations, and specifications. All qualifications submitted as requested will be valid for acceptance for a period of not less than 90-days following the opening time as herein indicated. Following Qualification receipt and review, interviews may be conducted with responsible offerors of interest to the County. Washington County reserves the right to reject any and all submissions, or to select for contract negotiations the offeror which is deemed most advantageous to the County. Washington County Commissioners reserve the right to negotiate subsequent final contract terms with the awardee.

Interested parties may email any written **request for clarifications or information** to the Washington County Purchasing Office to Dalton Thompson at dalton.thompson@co.washington.pa.us or to Randy Vankirk at vankirk@co.washington.pa.us. Any requests for clarifications are due to be received no later than **March 2, 2024**. Inquiries will not be accepted orally or via phone. Requests for Information (RFI's) will be distributed and responded to in the timeliest manner available and in question-and-answer form. Responses will be posted to the County website as listed herein in the form of an addendum. Bid Securities are not required and there will be a thirty (30) page limit imposed on submissions.

Interested firms submitting qualifications shall indicate experience and capability in meeting the requirements of the **Commonwealth of Pennsylvania's Guaranteed Energy Savings Act (GESA)**. All future proposed energy savings contracts and agreements under this RFQ must be capable of being implemented under the laws and regulations of the Commonwealth of Pennsylvania and further, Washington County.

Washington County will not be held responsible for any incorrect information obtained from any source other than from Washington County.

SEALED RFQ SUBMISSION MUST BE MARKED:
RFQ: GUARANTEED ENERGY SAVINGS
Contract No. 031224-ESCO RFQ

WASHINGTON COUNTY BOARD OF COMMISSIONERS:
NICK SHERMAN, CHAIRMAN
ELECTRA JANIS, VICE-CHAIR
LARRY MAGGI

To be advertised February 14th and February 21st, 2024

PROPOSAL FORM

CONTRACT:

GUARANTEED ENERGY SAVINGS RFQ

#031224-ESCo RFQ

WASHINGTON COUNTY

TO:

WASHINGTON COUNTY COMMISSIONERS

CROSSROADS BUILDING

WASHINGTON, PA 15301

In accordance with the advertisement of the Washington County Board of Commissioners, Crossroads Building, Washington, PA inviting qualifications for the provision of “Guaranteed Energy Savings/Energy Savings Company” for Washington County, Washington, Pennsylvania, having examined the attached specifications and understanding the same, the undersigned proposes to furnish and comply with all of said specifications.

Qualification Submission:

Interested parties should submit qualifications that include the following:

- 1.) **Executive Summary:** A brief overview of your submission’s contents in the form of a cover letter or introduction. Highlight specific ESCo special qualifications, abilities and experiences. **Firm Supplied Pages.**
- 2.) **Contact Forms:** Please supply clear lines of contact for references, interviewing, contract negotiations and a statement of term acceptance or exceptions. **Page 4, Firm Supplied Pages**
- 3.) **Personnel Qualifications:** Bios and qualifications of key staff members who will be involved in ESCo provision to the County if awarded. Please provide staffing organization and planning, corporate affiliations and resumes for all individuals who may have a role in future projects with the County. Please list any contractor/subcontractor relationships that may be utilized or preferred. **Firm Supplied Pages.**
- 4.) **References:** Please provide three (3) energy related projects that the submitting firm has implemented within the last 4 years and contacts for follow up with each project recipient as well as brief project descriptions. Preference will be given for public/governmental project references with cost savings provided. **Firm Supplied Pages.**
- 5.) **Financials:** Please include audited financial statements or equivalents for the past two financial years. If a bound document in the form of an annual financial report is included it will **not count** against the thirty (30) page submission limit. **Firm Supplied Pages.**

6.) **Approach:** Provide an overview to the ESCo’s approach to energy saving projects. Provide a range of services and project types and examples for County review. **Firm Supplied Pages.** Please address topics of:

- Energy Efficiency Measures and Services Available
- Construction Management Services and Layout
- Building Commissioning/Build Project Expertise and Services
- Savings Verification in the form of energy savings benchmarks and cost savings benchmarks. How will you save on cost/energy consumption and how will you verify these savings to the County?

7.) **Legality:** Please highlight any projects where legal action/injunction or civil complaints have been sought as a result of work provided by submitting party. In the event these actions have been sought, please attach resulting opinions. This will **not count** against the thirty (30) page limit of your submission. **Firm Supplied Pages**

8.) **Experience/Expertise: Please provide examples of the following projects and their result via client satisfaction, energy and cost savings: Firm Supplied Pages**

- Construction Management Projects
- Build Projects/Building Commissioning
- Energy Services (Guaranteed Energy Savings Act (GESA) Projects
- Mechanical, Electrical, Plumbing, Engineering Design/Build Projects

SIGN: _____

DATE: _____

ALL RFQs MUST BE SUBMITTED

AS ONE ORIGINAL & ONE COPY

BY 11:00 A.M. MARCH 12th, 2024

SEALED QUALIFICATIONS MUST BE MARKED:

ESCo RFQ
Contract No. #031224-ESCo RFQ

SIGNATURE PAGE

ATTEST:

(Secretary if bid by a Corporation)

Name of Proposer

ADDRESS: _____

(Signature of Proposer)

(Typed Name of Proposer-Must be an Officer)

Phone

#: _____

EMAIL: _____

FAX: _____

WE ARE REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED

SCOPE OF SERVICES

I. Project Overview:

Upon award, the qualifications as submitted will be used to reduce to an agreement in the form of a dually executed contract for ESCo services. Upon execution, all projects for use under GESA guidelines will be subject to Washington County Board of Commissioner approval. Work is to be performed on an as needed/as directed basis according to the County's direct approval and initiation of the work. The County reserves the right to request Energy Audits on any County facilities as the County sees in its best interest. The awarded ESCo will be responsible for all necessary certifications, documentation and compliances necessary to meet the requirements of Washington County and the Commonwealth of Pennsylvania. Services will likely include:

- Energy Audits
- Energy Savings
- Cost Savings Estimates
- Project Cost Estimates
- Benchmarking
- Observations and Recording
- Reporting on findings and recommendations
- GESA Project Guidance

II. Evaluation:

The County, at its sole discretion, may use the following criteria to evaluate and score the qualifications as received in its efforts to award a final contract for the services herein.

- RFQ Submission Review
- Staff Personnel Qualifications and Expertise
- Financial Qualifications and Standards
- History of Service to County and State Governmental Entities
- Project Experience and References
- Prequalification of Submitting Firm

INSTRUCTIONS TO BIDDERS/PROPOSERS/INTERESTED PARTIES

1. **Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this Proposal. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Proposal. By Submitting a Response, you are presumed to concur with all terms, conditions and specifications of this Proposal unless you have specifically, by Section number, raised objection in writing and submitted it with your proposal. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

2. Proposer may withdraw his proposal by making a properly authorized and executed written application to the Controller's office prior to the deadline for the submission of RFP. Certain proposals may be withdrawn after the opening if in compliance with the act of January 23, 1974, P.L. 9 No.4: 1 et seq. 73 PS: 1601 et seq.

3. **Contract** – By submitting a proposal, the proposer warrants that if the County makes an award to the proposer, proposer shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Proposal, Bulletins (if applicable), Specifications, and these Instructions to Proposers. If no bid bond or substitute is required and proposer shall pay to the County the difference in the amount specified in Proposer's proposal and the amount County shall pay to fulfill the specifications.

4. **Permits and Fees:** If applicable, the Contractor shall secure and pay for, all permits, fees licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the agreement and which are legally required.

5. **Other Entity Use:** The successful proposer may be requested to convey their proposal prices, contract terms and conditions to municipalities or other governmental agencies within the County of Washington. All orders, deliveries and invoices will be the responsibility of the participating governmental agencies. Washington County will not be responsible for any orders, deliveries and invoices placed by the participating governmental agency.

6. **Contract Approval** – The Washington County Board of Commissioners must approve the contract resulting from this solicitation.

A sample contract may be attached for review as part of this solicitation. Exceptions to the County's standard contract form may result in rejection of your bid or proposal. The County will prepare a formal contract specific to this solicitation for execution by the successful contractor & the Board of County Commissioner.

7. **Sample Form Contract** – The County's form contract may be attached as part of this solicitation. The vendor's submission of a response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's

response.

If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its sole and absolute discretion to deem the vendor non-responsive.

All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the response.

8. All contracts entered into will be executed in Washington County, Pennsylvania. The parties acknowledge that the jurisdiction and venue for any dispute or any occurrence hereby arising out of the contract or out of performance of the contract or any other matter relating to Washington County shall be in the Court of Common Pleas of Washington County, Pennsylvania, and in no other location. This provision shall be deemed to be an integral part of any contract entered into by any contractor with Washington County.

9. There will be no changes to an executed agreement without prior written approval by the Board of County Commissioners in the form of an addendum or change order. Types of changes include but are not limited to change in scope of work, extension of contract terms, unit pricing or total cost.

10. **The County is required** by State and Federal regulations to determine if any employee or contractor or vendor is excluded from participation in any Medicare, Medicaid, or other health care program. If it has been determined that if any employee or contractor, both individual and entity, is on the exclusion list, said individual or entity must be reported to the Department of Public Welfare's Bureau of Program Integrity (BPI). Furthermore, in order to preserve funding through these programs, the County is required to immediately terminate excluded employees and to immediately terminate any contact with any vendor who is either on an exclusion list or employs an individual or individuals who are on such lists.

Federal health care programs (including Medicaid and CHIP programs.) are prohibited from paying for any goods or services furnished, ordered, or prescribed by excluded individuals or entities. Washington County will have no alternative but to cancel any existing contracts with excluded vendors or vendors who employs an excluded individual or entity. The County will not be responsible for any payment of goods or services furnished, ordered, or prescribed by excluded individuals or entities.

Proposers responding to a solicitation affected by these regulations accept an affirmative duty to verify that neither they nor their employees have been excluded from participation in Medicare, Medicaid, or any other health care program pursuant to Pennsylvania Department of Public Welfare (DPW) Medical assistance recommendations interpreting the United States Department of Health and Human Services' Office of Inspector General's regulations.

All County contracts with any contractor identified as meeting the criteria requiring exclusion screening must include the

requirement that the contractor will develop and institute exclusion screening policies and procedures that conform to DPW recommendations and County requirements to assure compliance with federal regulations concerning suspension/debarment of all covered individual and entities. **The County is required to issue a form 1099 for payments processed.**

11. **Background:** Washington County may request a complete background search of any individual working on County projects to determine if the individual has committed any serious acts and has been cleared by the Pennsylvania State Police before being hired by the Contractor and placed on the job in County facilities.

12. **Right to Audit:** Washington County may request proof of financial stability. Request for financial statements may be for the past three years or other methods of proof. The County may secure financial information about the proposer from third party sources such as, but not limited to, credit reporting agencies, Dun & Bradstreet, and other firms to which proposer has provided services.

13. By submitting their proposal, proposers certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986."

14. **SUBCONTRACTING:** Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the contractor, who, prior to such undertaking must receive the written approval of the Director of Purchasing. The County may terminate the contract if the subcontracting is done without the Director of Purchasing's approval. **Invoices relating to any work performed by a subcontractor are subject to non-payment if prior written approval has not been received by the Director of Purchasing.**

15. **TERMINATION:** This Agreement shall continue in force until the end of its term and shall automatically terminate at the end of its term, unless County terminates this Agreement earlier by providing thirty (30) days' notice to Contractor of its intent to terminate.

County may terminate this Agreement at any time for any reason with or without cause; however, in the event County elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

16. If any alleged errors are noted in the document specifications, proposer should immediately notify the county and, if confirmed, a bulletin shall be sent to all proposers. A copy of all bulletins issued shall be submitted with the proposal documents to the County.

17. In completing the proposal documents, proposer should not add, delete or vary any of the terms or conditions or the documents prepared by the County. If the proposer makes any substantial changes in any of the documents, the County may, in its discretion, either reject the proposal or waive the discrepancy. Proposer warrants that all goods and services described by the Proposer in its proposal, and all samples submitted by Proposer to the County shall conform to the specifications. The Director of Purchasing & the County Solicitor may waive insubstantial errors in the bid/proposal and specifications.

18. All proposers must be merchants dealing in the goods and services on which they propose and must be qualified to advise as to their application and use. Bidders/Proposers warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit proposals.

19. The County may, at its discretion, provide a proposal form in electronic file (EXCEL spreadsheet format). If applicable for this project, the electronic file may be downloaded from our website, or is included with proposal documents made available as outlined herein. Be advised that use of the proposal form made available electronically is at the proposer's discretion. The proposer assumes full responsibility for the integrity of the completed proposal form submitted and acknowledges that no changes or alterations to the proposal form structure or content, other than the proposer's pricing, are allowed. Should any changes or alterations to the proposal form structure or content be detected, the proposal may be determined to be non-responsive and, therefore, disqualified.

The County reserves the right to correct formula errors on the proposal form.

20. The proposer will quote price for such quantities as shown and no change in price will be made during the period of the contract.

21. Washington County reserves the right to add additional like supplies and/or service to existing contract through-out term of contract based on an agreed upon cost.

Additional like service or supplies are not to be provided without written approval. If prior approval has not been received, invoices are subject to **non-payment**.

22. All work or commodity exceeding \$20,100 must receive prior approval by the Washington County Board of Commissioners.

23. One price only will be considered for each item. When two prices are quoted both will be rejected.

24. All items subject to testing after delivery.

25. Unless otherwise provided in the specifications, all goods supplied to the County will be from new, unused, or current stock.

26. **Warranty:** Unless otherwise noted by Washington County in the general terms and conditions, the proposer warrants that all products, equipment, supplies, and or service delivered under this contract shall be covered by the industry standard or better warranty. All products and equipment shall carry a minimum industry standard manufacturer's warranty that includes materials and labor. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.

27. No bidder/proposer may submit more than one bid/proposal for the same item, nor may he submit multiple by or

through the agency of any partner, employee, or other person

28. By submitting a bid/proposal, the bidder/proposer agrees to DELIVER TO the County, at the County's request at no additional cost to the County, samples of any goods or workmanship proposal. Said samples will be returned to the proposer, if requested within ten (10) days of proposal award; Provided, however, that the County shall not be liable for damage to or destruction or consumption of these samples occurring in the ordinary course of reasonable inspection and testing. Inspection or testing by the County does not constitute a waiver of any claims or rights which the county would otherwise have with respect to the quality of goods or workmanship.

29. Unless otherwise provided in the specifications, any references in the specifications to the quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful Proposer to provide more or less than the estimated quantity or frequency, or to purchase none at all. If the County requires more than the estimated quantity during the proposal period, the Proposer shall supply such additional quantity at the per UNIT COST submitted in their proposal.

30. Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and proposal containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all proposals may be judged.

31. **Errors in Proposals:** When an error is made in extending total prices, the unit bid/proposer price will govern. Erasures in proposals must be initialed by the proposer. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the proposer. Proposers are cautioned to recheck their proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder/proposer will be required to perform if his or her proposal is accepted.

32. All billing is to be done on a **monthly** basis and in unit amounts indicated on bid/proposal. Invoices and delivery slips must reference the contract number and bid/proposal item number. Invoices that do not reference the contract number, bid/proposal item number and the correct unit amounts will be returned. Billing must be current, any bills issued after 90 days will not be considered.

33. "Under Section 204(12) of the Tax Revenue Code sales of tangible personal property to Washington County are not taxable. Under Section 204(57) of the Tax Revenue Code the sale at retail by a construction contractor of building machinery and equipment and services thereto to Washington County is also not taxable. Purchases by a contractor are taxable to the contractor except for purchases that are not taxable pursuant to the above provisions."

34. Unless otherwise provided in the invitation for bid/proposal, the name of a certain brand, make or manufacturer does not restrict bidders/proposers to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be equal of that

specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

35. Bidder/Proposer agrees and warrants that whenever the bidder/proposer, in its bid/proposal, describes any goods by trade name, catalog number or "as per sample" the goods so described conform to the specifications. When a "name brand" is specified, it is for reference only. The product supplied is to be of same quality as brand specified. If not noted, it will be assumed that the vendor is supplying name brand specified. Vendor must provide documentation and/or sample that alternate brand meets specifications.

36. **Product Endorsement:** Contracting with a vendor as a result of this bid/proposal will not constitute an endorsement or suggestion, by Washington County, that the vendor's product or services are the best or only solution. In submitting a bid/proposal the vendor agrees to make no reference to Washington County in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the Washington County Board of Commissioners.

37. Unless otherwise provided in the specifications, where more than one item is listed on the bid/proposal, the County may make a single award covering all items listed, or a separate award for each item, or awards for any combination or combinations of items, whichever is in the best interest of the county.

38. Equal Low Bids/Proposals: When tie bids/proposals occur, awards may be made on the following basis:
A) Past Performance
B) Local Supplier (Firm within Washington County)
C) Splitting awards

39. The County reserves the right to reject the bid/proposal of any bidder/proposer who has failed to satisfactorily perform any obligations to the County.

40. The County reserves the right to reject all bids/proposals, if determines that such rejection is in the best interests of the County.

41. The County will not be responsible for any information provided by third-party sources. The County will not accept bid/proposal forms provided by third-party sources.

42. If a re-bid is required for any service/commodity, interested vendors must obtain revised documents provided by the County to be considered.

43. If this bid/proposal is subject to the "Steel Procurement Act", 1978, March 3, P.L. No. 3 : 1, 73 P.S. :1881, et seq., a certificate of such must be included.

44. Please submit OSHA Material Safety Data Sheet for any product containing hazardous substances to Washington County.

45. All bids/proposals are to be submitted in ink or typewritten. Sealed bids/proposals will be received only between the hours of 9:00 A.M. and 4:30 P.M. at the Washington County Controller's Office, 100 West Beau Street, Ste 403, Washington

PA 15301. Proposals delivered to an address other than as specified, will not be considered. Washington County will not accept responsibility for proposal or bid/proposal response being delivered by third party carriers.

46. Unless stated otherwise, all items requiring delivery are to be delivered inside county building as designated by the Washington County Purchasing Agent. All prices must include inside delivery. The county will not pay for delivery charges.

47. All deliveries require “**Proof of Delivery**” signed by a County authorized representative. Washington County will not be responsible for any orders misplaced without a signed Proof of Delivery.

48. In the event prompt delivery is not made, the contractor and/or his surety will be held responsible for the difference in costs of materials purchased elsewhere over that specified in the contract.

49. Washington County will have no financial obligations to any vendor for deliveries that do not meet our specifications. If item or items are not picked up within thirty (30) days of delivery, Washington County will dispose of them.

50. No interpretation of the meaning of the plans, specifications, or other pre-bid/proposal documents will be made to the bidder/proposer orally. Every request for such interpretation should be in writing addressed to Washington County Purchasing Office, 100 West Beau St. Suite 402, Washington PA 15301. To be considered the request must be received at least 10 days prior to the date fixed for opening of the bid/proposal.

51. Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001: The contract shall be awarded, or all bids/proposals shall be rejected, within thirty days of the opening of the bids/proposals, except for bids subject to 62 Pa.C.S. (relating to procurement). Thirty-day extensions of the date for the award may be made by mutual written consent of the commissioners and any bidder/proposer who wishes to remain under consideration for award. The commissioners shall excuse from consideration any bidder/proposer not wishing to agree to a request for extension of the date for the award and shall release such bidder from any bid bond or similar bid security furnished under subsection (f).

52. Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001: The commissioners may require that any bids advertised be accompanied by cash, by a certified check, cashiers

check, bank good faith check or other irrevocable letter of credit in a reasonable amount drawn upon a bank authorized to do business in this Commonwealth, or by a bond with corporate surety in a reasonable amount. Whenever it is required that a bid be accompanied by cash, certified check, cashier’s check, bank good faith check or other irrevocable letter of credit or bond, no bid shall be considered unless so accompanied. Bid securities of unsuccessful bidders shall be returned upon official award. Bid security of successful bidder shall be returned upon execution of an agreement.

53. Bid/Proposal results are available for review by all vendors. Appointments to review bids/ proposals are encouraged. Due to the time involved and the volume of bids processed bid tabulations are not mailed or read over the phone. The bid tabulation sheets are posted on the Washington County website for thirty (30) days after bid award. Website address: www.co.washington.pa.us.

54. **Drug Free Workplace.** During the performance of agreed upon contract, the offeree agrees to provide a drug-free workplace for the contractors’ employees. Post a statement notifying employees that the unlawful use of a controlled substance is prohibited. Specify the actions that will be taken for employees in violation. State in all solicitations that the contractor remains a drug free workplace.

55. **Environmental Management:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor 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 provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had 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 Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor'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.

ANTI-COLLUSION AFFIDAVIT
WASHINGTON COUNTY, PA

The undersigned deponent, deposes and says that he is the of the bidder/proposer; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder/proposer that:

(1) The price(s) and amount of this bid/proposal have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder/proposer or potential bidder/proposer.

(2) Neither the price(s) nor the amount of this bid/proposal, and neither the approximate price(s) nor approximate amount of this bid/proposal, have been disclosed to any other firm or person who is a bidder or potential bidder/proposer, and they will not be disclosed before bid/proposal opening.

(3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from submitting a bid or proposal offer on this project, or submit a bid/proposal higher than this bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.

(4) The bid/proposal submitted by the bidder/proposer 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 bid/proposal.

(5) The bidder/proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from submitting a bid/proposal or to submit a complementary bid/proposal on this project.

(6) The bidder/proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid./proposal or agreeing to do so on this project.

(7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder/proposer with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.

(8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid/proposal.

(9) It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted).

(10) _____ its affiliates,
(NAME OF BIDDER/PROPOSER)
subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three 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 on any public contract, except as follows:

I hereby state that _____
(BIDDER/PROPOSER)

understands and acknowledges that the above representations are material and important, and will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid/proposal is submitted. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylvania of the true facts relating to the submission of bids/proposals for this contract.

(BIDDER/PROPOSER)

By: _____

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, 20_____.

(NOTARY PUBLIC)

My Commission Expires:

Contractor:

By: _____

Printed Name: _____

Title: _____

**REQUIREMENTS FOR VENDORS DOING BUSINESS
WITH WASHINGTON COUNTY**

The awarded vendor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

- (1) Commercial General and Umbrella Liability Insurance.
(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.
- (2) Business Automobile and Umbrella Liability Insurance.
(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.
- (3) Workers Compensation Insurance.
Contractor shall maintain Workers Compensation and Employers Liability Insurance.
(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.
- (4) Insurance Requirements for all Policies.
(a) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.
(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate

- to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.
- (c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.
- (d) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- (e) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.
- (f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance. (g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.
- (h) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.
- (i) Certificates of Insurance must be delivered to Washington County Purchasing Department within five (5) days after the award evidencing these coverages.
- (j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

Contractor:
By: _____
Printed Name: _____
Title: _____

