

NOTICE TO BIDDERS

Notice is hereby given that Washington County will be receiving sealed bids for the replacement and installation of the historical Washington County Courthouse Doors to their intended use and aesthetic, for Washington County at the Office of the County Controller, to be mailed or delivered to, **95 West Beau Street, Suite 430, Washington, PA 15301, until 11:00 A.M. Prevailing Time, on Monday June 30th, 2025.** All submissions shall contain one original and two unbound copies. Bids will be promptly opened at the time indicated above. **Late submissions will not be accepted.**

The above-mentioned bid document may be obtained **on or before Monday, June 9th** from the Washington County website at [Washington County PA: Official Website \(washingtoncopa.gov\)](http://Washington County PA: Official Website (washingtoncopa.gov)). Vendors receiving bid documents are responsible for checking for contract changes and addenda at the website.

All bids must be in the format requested and must comply with all applicable laws, regulations, and specifications. Washington County reserves the right to reject any and all bids. All bidders shall submit a **bid security bond of 10% of their base bid**. Bids may be awarded by pricing sheet item or as a whole. All pricing requested is to be submitted with your bid including alternates. All submission requirements and documents can be found by emailing the Purchasing Department or checking the website.

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 **Friday June 20th, 2025**. 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.

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

SEALED BID SUBMISSION MUST BE MARKED:

BID: Washington County Courthouse Doors
Contract No. 063025-CH Doors

WASHINGTON COUNTY BOARD OF COMMISSIONERS:

NICK SHERMAN, CHAIRMAN
ELECTRA JANIS, VICE-CHAIR
LARRY MAGGI

To be posted: June 9th
To be advertised June 10th, June 17th

PROPOSAL FORM

CONTRACT: COURTHOUSE DOORS
#063025-CH Doors
WASHINGTON COUNTY
TO: WASHINGTON COUNTY COMMISSIONERS
95 W Beau St. Suite 430
WASHINGTON, PA 15301

In accordance with the advertisement for the provision of “Courthouse Doors”, for Washington County, Washington, PA 15301, having examined the attached specifications and understanding the same, the undersigned proposes to furnish and comply with all of said specifications:

NOTE: All sample agreement terms must be adhered to unless clearly defined and marked for requested revision.

The following forms must be signed and returned with Bid Proposal. If the following forms are not signed and returned with Bid Proposal, your bid proposal will not be considered.

1. Proposal Form
2. Signature Page
3. Pricing Sheet (Page 1-2)
4. Reference Form
5. Anti-Collusion Affidavit
6. Requirements for Vendors

ALL BIDS MUST BE SUBMITTED BY 11:00 A.M.
DATE OF BID OPENING
SEALED BID ENVELOPE MUST BE MARKED:
BID: WASHINGTON COUNTY COURTHOUSE
DOORS
CONTRACT NO. 063025-CH DOOR

ATTEST: _____

(Secretary if bid by a Corporation)

Name of Bidder

ADDRESS: _____

(Signature of Bidder)

(Typed Name of Bidder-Must be an Officer)

Phone #: _____

PRICING SHEET (PAGE 1):

LINE ITEM	COST (All labor and materials):
SECTION 1: BASE BID-A: MAIN COURTHOUSE DOORS – RESTORE and REFINISH	
a) Secure – Temporary Enclosure Materials and Installation throughout SOW: County Approved Design	\$ _____
b) Main Door/Transom Removal/Prep:	\$ _____
c) Kiln Dry and Restore:	\$ _____
d) Astragal Replacement:	\$ _____
e) Replace Bottom of Main Doors with glue press Mahogany	\$ _____
f) Period appropriate brass kickplate, installed on the exterior and sealant.	\$ _____
g) Water resistant U-Channel wrap, bottom of doors.	\$ _____
h) Liquid Strip and Sand Doors and Transom	\$ _____
i) Solution Patina in Period Aesthetic any new wood	\$ _____
j) High Gloss – Period Matching Stain and Finish	\$ _____
k) Hardware, Crash Bars, High Security Closures – Brass, Period Appropriate	\$ _____
l) Fully Install Main Doors (Labor)	\$ _____
m) Jambs and Casing – Restored or Replaced “ON SITE”, Period Matching	\$ _____
<u>BASE BID-A. MAIN DOORS TOTAL FOR KILN DRY AND RESTORE: \$ _____</u>	
ALTERNATE 1-A: MAIN COURTHOUSE DOORS – FULL REPLACEMENT, REBUILD	
a) Secure – Temporary Enclosure Materials and Installation throughout SOW: County Approved Design	
b) Main Door/Transom Removal/Prep:	
c) Full Replacement, Rebuild New Build Main Doors:	
d) Replace Astragal:	
e) Period appropriate brass kickplate, installed on the exterior and sealant.	
f) Water resistant U-Channel wrap, bottom of doors.	
g) High Gloss – Period Matching Stain and Finish	
h) Fully Install Main Doors (Labor)	
i) Hardware, Crash Bars, High Security Closures – Brass, Period Appropriate	
j) Jambs and Casing – Restored or Replaced “ON SITE”, Period Matching	
<u>ALTERNATE 1-A. MAIN DOORS TOTAL FOR COMPLETE REPLACEMENT: \$ _____</u>	

PRICING SHEET (PAGE 2) AND REFERENCE FORM:

<u>LINE ITEM</u>	<u>COST (All labor and materials:</u>
SECTION 2: BASE BID-B: SIDE COURTHOUSE DOORS (2 Sets) – RESTORE and REFINISH	
a) Secure – Temporary Enclosure Materials and Installation throughout SOW: County Approved Design	\$ _____
b) Side Doors Remove and Prepare Site	\$ _____
c) Kiln Dry and Restore:	\$ _____
d) Cut Doors to make functional, matching main door:	\$ _____
e) Period appropriate brass kickplate, installed on the exterior and sealant.	\$ _____
f) Liquid Strip and Sand Doors and Transom	\$ _____
g) Solution Patina in Period Aesthetic any new wood, High Gloss Matching Stain and Finish	\$ _____
h) Add security closures, hardware, locks and emergency period appropriate brass crash bars on the inside to the side doors for emergency exits. (Surface Vertical Rod Exit Device or approved equal)	\$ _____
i) Fully Reinstall Doors, Repairing and Replacing Jambs, Casings AS NEEDED, ON SITE.	\$ _____
<u>BASE BID-A. MAIN DOORS TOTAL FOR KILN DRY AND RESTORE: \$</u> _____	
ALTERNATE 1-B: SIDE COURTHOUSE DOORS (2 Sets) – FULL REPLACEMENT, REBUILD	
a) Secure – Temporary Enclosure Materials and Installation throughout SOW: County Approved Design	\$ _____
b) Side Doors Remove and Prepare Site	\$ _____
c) Full Replacement, Rebuild New Build Side Doors (2 sets):	\$ _____
d) Cut Doors to make functional, matching main door:	\$ _____
e) Period appropriate brass kickplate, installed on the exterior and sealant.	\$ _____
f) High Gloss Period Appropriate Stain and Finish	\$ _____
g) Add security closures, hardware, locks and emergency period appropriate brass crash bars on the inside to the side doors for emergency exits. (Surface Vertical Rod Exit Device or approved equal)	\$ _____
h) Fully Reinstall Doors, Repairing and Replacing Jambs, Casings AS NEEDED, ON SITE.	\$ _____
<u>ALTERNATE 1-A. MAIN DOORS TOTAL FOR COMPLETE REPLACEMENT: \$</u> _____	
<u>BASE BID A,B TOTAL FOR KILN DRIED AND RESTORED: \$</u> _____	
<u>ALTERNATE 1-A,B TOTAL FOR FULL REPLACEMENT OF DOORS:\$</u> _____	

REFERENCE FORM
COUNTY OF WASHINGTON

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

VENDOR MUST SUBMIT UNIT COST PRICES AS REQUESTED IN BID PROPOSAL. FAILURE TO SUBMIT UNIT COSTS EXACTLY AS REQUESTED WILL CAUSE YOUR BID ON THAT ITEM NOT TO BE CONSIDERED. ALSO DUPLICATE BIDS ON ONE ITEM ARE UNACCEPTABLE.

ALL AWARDS WILL BE ON THE UNIT COST. UNIT COSTS SUBMITTED BY VENDOR MUST CALCULATE OUT EVENLY TO THE CASE COST AND TOTAL COST. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY INCORRECT UNIT COSTS SUBMITTED BY THE VENDOR.

BID DOCUMENTS WHICH ARE NOT SIGNED BY INDIVIDUALS MAKING THEM SHALL HAVE ATTACHED THERETO A POWER OF ATTORNEY WITH AUTHORITY TO SIGN THE DOCUMENT IN THE NAME OF THE PERSON FOR WHOM IT IS ASSIGNED.

BID DOCUMENTS SIGNED FOR A CORPORATION SHALL HAVE THE CORRECT CORPORATE NAME THEREON, AND THE SIGNATURE OF THE PRESIDENT OR THE PRESIDENT OR OTHER AUTHORIZED OFFICER OF THE CORPORATION MANUALLY WRITTEN BELOW THE CORPORATE NAME FOLLOWING THE WORD "BY_____." ANY DOCUMENT MANUALLY SIGNED BY AN OFFICIAL OTHER THAN THE PRESIDENT OF THE CORPORATION SHALL HAVE ATTACHED TO IT A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS DIRECTING AUTHORITY OF SUCH OFFICIAL TO SIGN THE BID DOCUMENT. THE BID DOCUMENT SHALL ALSO BEAR THE ATTESTING SIGNATURE OF THE SECRETARY OF THE CORPORATION, AND THE IMPRESSION OF THE CORPORATE SEAL.

BY SIGNING THIS DOCUMENT VENDOR AGREES TO THE TERMS AND CONDITIONS OF THE "AGREEMENT" INCLUDED IN THIS DOCUMENT AND THE TERMS AND CONDITIONS OF THE BID DOCUMENT.

Signature of Bidder

Name of Bidder

ADDRESS: _____

(Name of Contractor/Vendor)

Phone #: _____

EMAIL: _____

THIS FORM MUST BE COMPLETED AND ATTACHED WITH ORIGINAL BID PROPOSAL.

SCOPE OF WORK: COURTHOUSE DOORS

- I. The job consists of providing all labor and materials (including period appropriate vendor selected hardware) to fully repair restore or replace all mahogany Courthouse doors at the front entrance of the Washington County Courthouse. The work will also include installing crash bars to the two sets of side doors that are located at the front entrance of the Courthouse.
- II. The restoration shall be in accordance with historical style to ensure it is as accurate as possible to the original Courthouse. Interested vendors to provide information regarding previous historical site renovations.
- III. The Washington County Courthouse Main Entrance contains six doors, one set of main doors and two sets of side doors, all doors are mahogany (if door replacement is your recommendation equal quality and aesthetic wood species must be presented or comparable alternative). Door Dimensions: 3 inches thick, 10 feet high and 4 feet wide.
 - A. **Main doors Restore – Base Bid - A** (middle doors that will be used for main access daily)
 - a) Secure – Temporary Enclosure Materials and Installation throughout SOW:
County Approved Design
 - b) Remove doors and transom panel.
 - c) Kiln Dry Door to Restore
 - d) Remove and replace astragal.
 - e) Cut out rotted wood at bottom of door. Replace with ¾” mahogany layer with glue press, or fully replace door
 - f) Add period matching brass kick plate to front exterior of doors for protection (sealed with silicone between doors and kick plates).
 - g) Add water resistant U-channel wrap at bottom of doors.
 - h) Sand and liquid strip doors and transom panels if restoring – ignore if proposing total replacement.
 - i) Solution Patina any new wood added to match existing, period aesthetic.
 - j) High Gloss period appropriate stain and finish.
 - k) Re-Install doors and ensure operability and functionality.
 - l) Install period appropriate crash bars, hardware, and high security closures.
 - m) Jambs and Casings will need to be restored or replaced **on site** and to match the historical look.
 - B. **Main doors Replace – Alternate 1 - A** (middle doors that will be used for main access daily)
 - a) Secure – Temporary Enclosure Materials and Installation throughout SOW:
County Approved Design
 - b) Remove doors and transom panel.
 - c) Fully Replace with new doors with like form and quality.
 - d) Remove and replace astragal.
 - e) Add period matching brass kick plate to front exterior of doors for protection (sealed with silicone between doors and kick plates).
 - f) Add water resistant U-channel wrap at bottom of doors.
 - g) High Gloss period appropriate stain and finish.
 - h) Re-Install doors and ensure operability and functionality.
 - i) Install period appropriate crash bars, hardware, and high security closures.
 - j) Jambs and Casings will need to be restored or replaced on site and to match the historical look.
 - C. **Two sets of Side Doors Restore – Base Bid – B Courthouse Front entrance side doors (2 sets)**
 - a) Secure – Temporary Enclosure Materials and Installation throughout SOW:
County Approved Design
 - b) Remove and Prepare Side Doors and worksite

- c) Kiln Dry and Restore
- d) Cut doors to match main doors in appearance.
- e) Period appropriate brass kickplate, installed on the exterior and sealant.
- f) Liquid Strip and Sand Doors and Transom
- g) Solution Patina in Period Aesthetic any new wood, High Gloss Matching Stain and Finish
- h) Add security closures, locks and emergency period appropriate brass crash bars on the inside to the side doors for emergency exits. (Surface Vertical Rod Exit Device or approved equal)
- i) Fully Reinstall Doors, Repairing and Replacing Jambs, Casings AS NEEDED, ON SITE.

D. Two sets of Side Doors Replace – Alternate 1 – B Courthouse Front entrance side doors (2 sets)

- a) Secure – Temporary Enclosure Materials and Installation throughout SOW:
County Approved Design
- b) Remove and Prepare Side Doors and worksite
- c) Full replacement, rebuild new side doors (2 sets)
- d) Cut doors to match main doors in appearance.
- e) Period appropriate brass kickplate, installed on the exterior and sealant.
- f) High Gloss Matching Stain and Finish
- g) Add security closures, hardware, locks and emergency period appropriate brass crash bars on the inside to the side doors for emergency exits. (Surface Vertical Rod Exit Device or approved equal)
- h) Fully Reinstall Doors, Repairing and Replacing Jambs, Casings AS NEEDED, ON SITE.

Due to limited access of the front doors, awarded vendor may be required to restore doors in phases.

GENERAL

I. Insurance

Please see attachment for Insurance Requirements.

II. Start Date

Work shall begin immediately after receipt of “Notice to Proceed” and will be coordinated with Justin Welsh, Director of Building and Grounds.

III. Completion Date

All specified work for the repair of the Courthouse Doors to be no later than 90-days from notice of award with a targeted final completion on or before October 31, 2025. Successful bidder will coordinate work schedule with the Director of Building and Grounds.

IV. Inspection of job site.

All inspections of job site must be coordinated through Justin Welsh, Director of Building and Grounds 724-250-6520.

V. Bidder Qualifications

Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and bidder shall furnish to Owner all such information and data for this purpose as the Owner request. Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is reputable, ethical and is properly qualified to carry out the obligations of the Agreement, and to complete the work contemplated therein. As a minimum, the bidder is required to furnish evidence that he, as “Contractor” has successfully completed work similar in size, scope and content to

that herein advertised and specified; and, when specifically requested by the Owner, a detailed financial statement. A conditional or qualified bid will not be accepted. Award will be made as a whole to one bidder.

VI. Disqualification of Bidders

Any One or More of The Following causes may be cause for the disqualification of a bidder and the rejection of his bid or bids.

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements as submitted.
3. Lack or experience as shown by past work and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgement of the owner, might hinder or prevent the prompt completion of this project.

VII. Local rules

The Owner has certain rules and the contractor, and his personnel shall abide by them. The Contractor shall contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

a. Workmanship

All workmen shall be thoroughly experienced in the particular class of work in which they are employed.

b. Clean-up

Contractor shall be responsible for maintaining all work areas in a neat and orderly manner. Immediately upon completion, all clean up shall be performed to the satisfaction of the owner's Representative.

c. Safety

The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act through-out the duration of the specified work.

d. PENNSYLVANIA PREVAILING WAGE RATES:

(Act no. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653) is applicable to this bid. Awarded vendor (s) must submit prevailing wage statements with payment requests for any project over \$25,000.

VIII. FINAL INSPECTION:

Scheduled: Upon job completion.

Walk over and identification of condition which may impede issuance of warranty.

Presentation of solution needed to issue warranty.

INSTRUCTIONS TO BIDDERS

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

2. Bidder may withdraw his bid by making a properly authorized and executed written application to the Controller's office prior to the deadline for the submission of bids. Certain bids may be withdrawn after the bid 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 bid, the Bidder warrants that if the County makes an award to the Bidder, the Bidder 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 Bid, Bulletins (if applicable), Specifications, and these Instructions to Bidders. If no bid bond or substitute is required and Bidder shall pay to the County the difference in the amount specified in bid 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 Bidder may be requested to convey the bid 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 the bid or proposal. The County will prepare a formal contract specific to this solicitation for execution by the successful Contractor & the Board of County Commissioners.

7. **Sample Form Contract** – The County's form contract may be attached as part of this solicitation. The vendor's submission of a bid 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 bid 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 bid 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 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 SCHIP 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.

Bidders responding to bids or proposals affected by these regulations accept an affirmative duty to verify that neither Bidder nor Bidder's 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.

11. 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. 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 Bidder from third-party sources such as, but not limited to, credit reporting agencies, Dun & Bradstreet, and other firms to which the Bidder has provided services.

13. By submitting bid offer or proposal, Bidder certifies that Bidder does not and will not during the performance of this contract employ illegal undocumented 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 bid specifications, Bidder should immediately notify the county and, if confirmed, a bulletin shall be sent to all Bidders. A copy of all bulletins issued shall be submitted with the bid documents to the County.

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

18. Bidder must be merchant dealing in the goods and services on which they bid and must be qualified to advise as to their application and use. Bidder warrants, and must be able upon request, to demonstrate to possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

19. The County may, at its discretion, provide a bid 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 bid documents made available as outlined in the Invitation for Bids. Be advised that use of the bid form made available electronically is at the Bidder's discretion. Bidder assumes full responsibility for the integrity of the completed bid form submitted and acknowledges that no changes or alterations to the bid form structure or content, other than the Bidder's pricing, are allowed. Should any changes or alterations to the bid form structure or content be detected, the bid may be determined to be non-responsive and, therefore, disqualified.

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

20. Bidder 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 bid contract throughout 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 \$21,300 must receive prior approval by the Board of County 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 Bidder 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 may submit more than one bid 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, the Bidder agrees to DELIVER TO the County, at the County's request at no additional cost to the County, samples of any goods or workmanship bid. Said samples will be returned to the bidder, if requested within ten (10) days of bid 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 Bidder 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 bid period, the Bidder shall supply such additional quantity at the per UNIT COST submitted in the bid offer or proposal.

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

31. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck the bids for possible errors. Errors

discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her bid is accepted.

32. All billing is to be done on a monthly basis and in unit amounts indicated on bid. Invoices and delivery slips must reference the contract number and bid item number. Invoices that do not reference the contract number, bid 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, the name of a certain brand, make or manufacturer does not restrict bidders 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 agrees and warrants that whenever the Bidder, in its bid offer, 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/RFP 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 offer or 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 document, 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** - When tie bids 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 of any Bidder who has failed to satisfactorily perform any obligations to the County.

40. The County reserves the right to reject all bids, 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 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 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 are to be submitted in ink or typewritten. Sealed Bids 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. Bid offers or proposals delivered to an address other than as specified, will not be considered. Washington County will not accept responsibility for bid offer or proposal 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 documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to Washington County Purchasing Office, 95 West Beau St. Suite 430, 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.

51 Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001:

The contract shall be awarded, or all bids shall be rejected, within thirty days of the opening of the bids, 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 who wishes to remain under consideration for award. The Washington County Board of Commissioners shall excuse from consideration any Bidder 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 Washington County Board of Commissioners may require that any bids advertised be accompanied by cash, a certified check, cashier's 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 results are available for review by all vendors. Appointments to review bids 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: .

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.
2. 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 its 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 states that is the (Position/Employee) _____ of the bidder; that he/she is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

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

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

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

(4) The bid submitted by the bidder 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.

(5) The bidder 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 bidding or to submit a complementary bid on this project.

(6) The bidder 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, 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 with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or 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.

(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) (Name of Bidder): _____, its affiliates, 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, 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 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 for this contract.

(BIDDER)

By: _____

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, 20_____

(NOTARY PUBLIC)

Contractor:

By: _____

Printed Name: _____

Title: _____

NOTARY STAMP:

REQUIREMENTS FOR VENDORS DOING BUSINESS WITH THE 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 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: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called the Principal, and
Corporation, Partnership or Individual

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto _____

Name of Owner

Address of Owner

hereinafter called Owner, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a BID to the OWNER dated _____,

_____ to perform certain work in connection with the construction of _____

_____ pursuant to plans, specifications and other related documents constituting the CONTRACT DOCUMENTS as prepared by Washington County.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during a ONE YEAR guaranty period, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse any repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each (number) one of which shall be deemed an original, this _____ day of _____,

_____.

Principal

ATTEST:

Principal Secretary

By _____

SEAL

Witness as to Principal

Address

Address

Surety

ATTEST:

Surety Secretary

Attorney-in-Fact

SEAL

Witness as to Surety

Address

Address

NOTE: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Contractor)

hereinafter called the PRINCIPAL, and _____
(Surety)

hereinafter called the SURETY, are held and firmly bound unto

(Owner)

in the penal sum of _____

dollars (\$ _____), for the payment of which we bind ourselves, our help, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a BID to the OWNER dated _____,

_____ to perform certain work in connection with the construction of _____

pursuant to plans, specifications and other related documents constituting the CONTRACT DOCUMENTS as prepared by Washington County.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the OWNER awards the CONTRACT on the basis of the BID referred to above, and

If the PRINCIPAL and all of the PRINCIPAL'S subcontractors to whom any portion of the work provided for in said CONTRACT is sublet, and all assignees of the PRINCIPAL, and all assignees of such subcontractors, promptly shall pay, or shall cause to be paid, all monies which may be due any person, co-partnership, association or corporation for all material furnished, labor supplied or performed and equipment rented in the prosecution of the work provided for in said CONTRACT or in any amendment, extension or addition to said CONTRACT, whether or not the said material, labor or service entered into and became component parts of the work, or improvement contemplated by said CONTRACT, or any amendment, extension or addition to said CONTRACT, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

The PRINCIPAL and the SURETY stipulate and agree that any alterations, changes or additions to the terms of said CONTRACT or any alterations, changes or additions to the work to be performed and the materials to be furnished under said CONTRACT, or any alterations, changes or additions to the CONTRACT DOCUMENTS accompanying the said CONTRACT and constituting a part of the said performance of the said CONTRACT, or any act of forbearance on the part of either PRINCIPAL and the

SURETY, or either of them, their heirs, executors, administrators, successors and assigns, will not release them from their liability hereunder, or affect in any way, their obligations hereunder, and the SURETY, for value received, does hereby waive notice of any such alteration changes, additions, extensions of time or forbearance.

The PRINCIPAL and the SURETY hereby jointly and severally agree with the OWNER that every person, co-partnership, association or corporation who, whether as subcontractor, or otherwise, has furnished material, or has supplied or performed labor, or has furnished equipment, in the prosecution of the work as above provided and who has not been paid therefore, may sue in assumpsit on this BOND, as though such person, co-partnership, association or corporation were named herein, and may prosecute the same to final judgment for such sum or sums as may be justly due, and may have execution thereon; provided, however, that the OWNER shall not be liable for payment of any costs or expenses of such suit; but any such action or proceeding shall be brought within one year after the time the cause of action accrued, all as provided by pertinent statutes.

It further is agreed that, in case of default in and/or any action arising out of the rights secured by this BOND, any party hereto, or any person, co-partnership, association or corporation entitled to bring an action as provided above, may use, for the purpose of establishing his, its or their claim, a copy of this BOND, duly certified by the OWNER to be a true and correct copy; and any action brought to enforce this BOND shall not be a bar to any subsequent action.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument

under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of:

Corporation - Contractor

(Affix Corporate Seal)

Business Address

Business Address

ATTEST:

President

Secretary

Partnership - Contractor

Witness

Partner

(SEAL)

Witness

Partner

Business Address

Business Address

Surety Company

Witness

Attorney-in-Fact

ATTEST:

Secretary

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

IMPORTANT: Surety companies execution bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the Undersigned

(Full name and address or legal title of Contractor)

as Principal, and

(Full name and address or legal title of Surety)

a _____, formed under the laws of the
(Partnership, Corporation, etc.)

State of _____ as Surety, are held and firmly bound unto

(Full name and address or legal title of Owner)

as Owner as hereinafter set forth, in the full and just sum of _____

_____ Dollars, (\$ _____) for warranty as designated
below, lawful money of the United States of America, to be paid to the said owner or its agents, to which
payment will and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents, the payment of which sum well and truly to be
made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly, by these presents.

Signed and sealed this _____ day of _____, _____.

WHEREAS, the above bounden Principal has entered into a contract with

(Owner)

dated the _____ day of _____, _____.
for

(Full description of project)

upon certain terms and conditions as in said Contract more particularly mentioned; and,

WHEREAS, it is one of the conditions of the award that these presents are such:

That is the above bounden Principal, as Contractor, shall remedy without cost to said Owner any defects which may develop during a period of ONE (1) YEAR from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgement of said Owner or it's successor, having jurisdiction in the premises, are caused by defective or inferior materials or workmanship.

It is agreed that the alternations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the owner of the principal to the other, shall not in any way release the principal and the surety or sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension of forbearance being hereby waived.

It is further agreed that in case of default in and/or any action arising out of rights and liabilities secured by this obligation, any party hereto or any person claiming by or through either may use for the purposes of establishing His, Its or Their claim a copy of this obligation certified by said Owner and the action or actions, if any arising on the within bond, shall not be a bar to any subsequent action which may arise through any liability incurred in any other action thereon and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said principal and Surety have duly executed this bond, under seal, the day and year above written.

	_____(Seal) (Principal)
_____ (Witness)	_____ (Title)
	_____(Seal) (Surety)
_____ (Witness)	_____ (Title)
	_____ (Partnership - Contractor)
_____ (Witness)	

	_____	(Partner)	(SEAL)
_____		(Witness)	
	_____	(Partner)	
	_____	(Business Address)	
	_____	(Business Address)	
	_____	(Surety Company)	
_____		(Witness)	
—	_____	(Attorney-in-Fact)	
ATTEST:			
_____		(Secretary)	

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

IMPORTANT: Surety companies' execution bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT is made as of the 19th day of July, 2025, by and between the COUNTY OF WASHINGTON, a fourth class county duly incorporated under the laws of the Commonwealth of Pennsylvania (hereinafter "COUNTY"),

A
N
D

(hereinafter "VENDOR").

WHEREAS, County needs Materials and Labor for Courthouse Doors; and

WHEREAS, Vendor has agreed to provide such service as requested by the County at bid submitted pricing and/or discounts; and

WHEREAS, the parties have reached an agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

I. SCOPE OF WORK:

Vendor agrees to provide the scope of work as defined in bid #063025-CH Doors

II. TERM OF AGREEMENT:

The term of this Agreement will be from July 19th 2025 until Scope of Work completion or 90 days from agreement signature and notice to proceed issuance, estimated date of completion – October 31, 2025. This term shall remain steadfast unless otherwise terminated pursuant to the terms of this Agreement or given 30-days written notice of intent to terminate according to the termination clause herein.

III. COMPENSATION:

As consideration for the services to be rendered under this Agreement, County agrees to pay _____ according to the prices or discounts submitted in #063025-CH Doors.

IV. INDEMNITY:

It is understood that Vendor is an independent Vendor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to Vendor. Vendor agrees to indemnify, defend and hold harmless the County, its agents and employees, for or on account of any damages or loss, including the cost of litigation or legal counsel resulting from the actions or lack of actions of Vendor in fulfilling the terms of this Agreement.

V. NON-DISCRIMINATION; COMPLIANCE WITH APPLICABLE LAWS:

In the performance of its obligations under this Agreement, Vendor shall comply with the provisions of all applicable federal, state and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual orientation, or veteran status. Further, Vendor agrees to comply with all applicable statutes, governmental regulations, judicial determinations and grant provisions.

VI. INSURANCE:

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

(1) Commercial General and Umbrella Liability Insurance. Vendor 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 CG00011093 (or substitute form providing equivalent coverage or a newer version) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract including the tort liability of another assumed in a business contract. 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 limiting the scope of coverage for liability arising from pollution, employment-related practices, sexual abuse or molestation or others as specified by County of Washington.

(2) Business Automobile and Umbrella Liability Insurance. Vendor 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. Vendor shall maintain Workers Compensation and Employers Liability Insurance.

Vendor further agrees as follows:

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(b) Vendor 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.

(c) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect vendor, and such coverage and limits

shall not be deemed as a limitation on Vendor's Liability under the indemnities granted to County of Washington in this contract.

(d) If Vendor's Liability does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(e) Prior to the commencement of terms of this contract, vendor 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.

(f) 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.

(g) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be deleted from the certificate form's cancellation provision.

(h) 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 vendor's obligation to maintain such insurance.

(i) 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.

(j) Vendor shall provide certified copies of all insurance policies required above within 10 days of County of Washington's written request for said copies.

VII. FUNDING:

If this Agreement is funded in whole or in part by federal, state or any other funding, it is understood that the County's obligations hereunder are expressly conditioned upon the availability of such funds.

VIII. 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 Vendor 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, Vendor shall be entitled to compensation for services provided up to the point of termination. Without limiting any of the provisions of this section, County may terminate this Agreement immediately if (a) Vendor defaults in its obligations hereunder; (b) Vendor shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other law or regulation for the relief of debtors, or shall seek or consent to acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or (c) a petition shall be filed against Vendor in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or any debtor in possession, trustee, receiver or liquidator of Vendor or all or any substantial part of the properties of Vendor shall be appointed without consent or acquiescence and such appointment shall remain unvacated or unstayed for the aggregate of sixty (60) days (whether or not consecutive).

IX. REPRESENTATIONS AND WARRANTIES OF VENDOR:

Vendor makes the additional representations and warranties set forth in this section, which are material representations and warranties upon which County has relied as inducements to enter into this Agreement:

(a) This Agreement constitutes a valid and binding agreement by Vendor, enforceable in accordance with its terms, and neither the execution and delivery of this Agreement nor compliance with any of the provisions hereof will violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) the terms or conditions or provisions of any note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, or restriction of any kind whatsoever to which Vendor is a party or by which it or its assets are bound or subject.

(b) If Vendor is a corporation, it is duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to perform its obligations under this Agreement.

X. NOTICES AND ADDRESSES:

Unless specifically provided herein, all notices required to be given under this Agreement shall be given to Vendor at the following street address (no post office box numbers) and/or telephone number:

All notices to County shall be given in writing to the Board of Commissioners at the following address: Suite 605, 95 W Beau Street, Washington, Pennsylvania 15301.

XI. SEVERABILITY:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XII. AMENDMENT:

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing dated subsequent to the date hereof, and duly executed by the parties hereto.

XIII. RIGHTS AND REMEDIES CUMULATIVE:

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by the County shall not preclude or waive its right to use any or all other remedies. Said rights or remedies are given in addition to any other rights County may have by law, statute, ordinance, resolution or otherwise.

XIV. WAIVER OF DEFAULT:

No waiver by the County of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

XV. NO PARTNERSHIP, AGENCY, OR JOINT VENTURE:

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between County, its successors or assigns, on the one part, and Vendor, its successors or permitted assigns, on the other part. It is expressly understood and agreed by the parties hereto that Vendor shall at all times during the performance of services pursuant to this Agreement be acting as an independent contractor and that no act, commission or omission of Vendor shall be construed to make or render County, its principals, agents, or associates liable.

It is further understood and agreed by the parties hereto, that Vendor waives Governmental Immunity as a defense and shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the County.

XVI. PARTIES BOUND; ASSIGNMENT:

At all times, this Agreement shall inure to the benefit of County and Vendor and their respective successors and assigns, and constitutes a binding obligation upon County and Vendor and their respective successors and assigns. Notwithstanding the foregoing, Vendor shall make no assignment of this Agreement or of any right accruing hereunder, without the prior written consent of County. A sale, transfer or other disposition of 50% or more of the voting stock or securities of Vendor shall, in the case of a corporation or partnership, constitute an assignment of this Agreement.

XVII. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between County and Vendor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings and letters related hereto, unless made by supplemental written agreement, executed and approved by County and Vendor.

XVIII. HEADINGS:

The headings used before the various paragraphs of this Agreement are for ease of reference only and do not constitute parts of this Agreement.

XIX. GOVERNING LAW:

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first above written.

COUNTY OF WASHINGTON – BOARD OF COUNTY COMMISSIONERS

By: _____
Nick Sherman, Chairman
By: _____
Electra Janis, Vice Chair
By: _____
Larry Maggi, Commissioner

ATTEST:

Cynthia B Griffin, Chief Clerk

**Approved as to form and
legality:**

Gary Sweat, Solicitor

Per Minute # _____

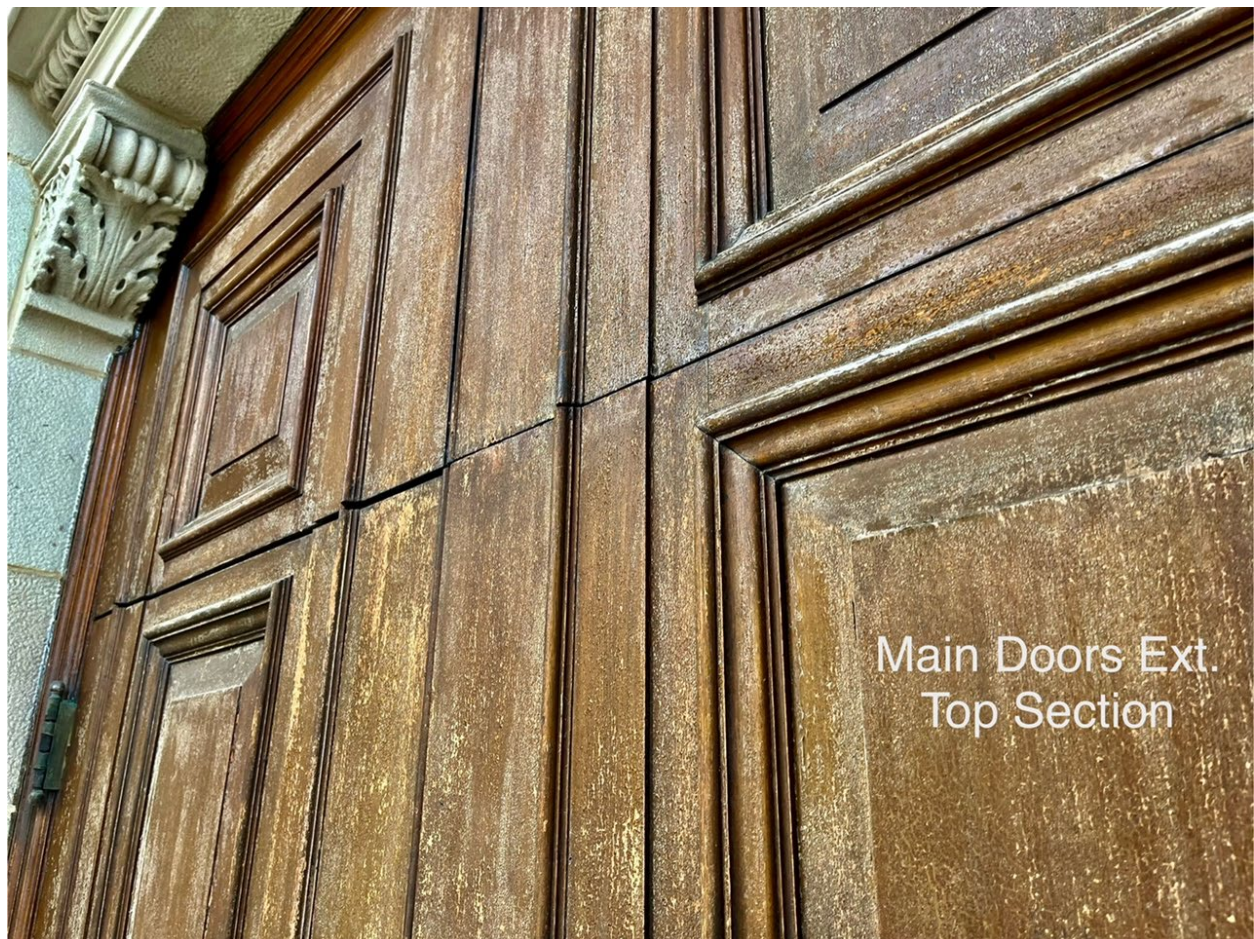
Dated: 7. __. 2025

<u>VENDOR</u>
By: _____
Printed Name: _____
Title: _____



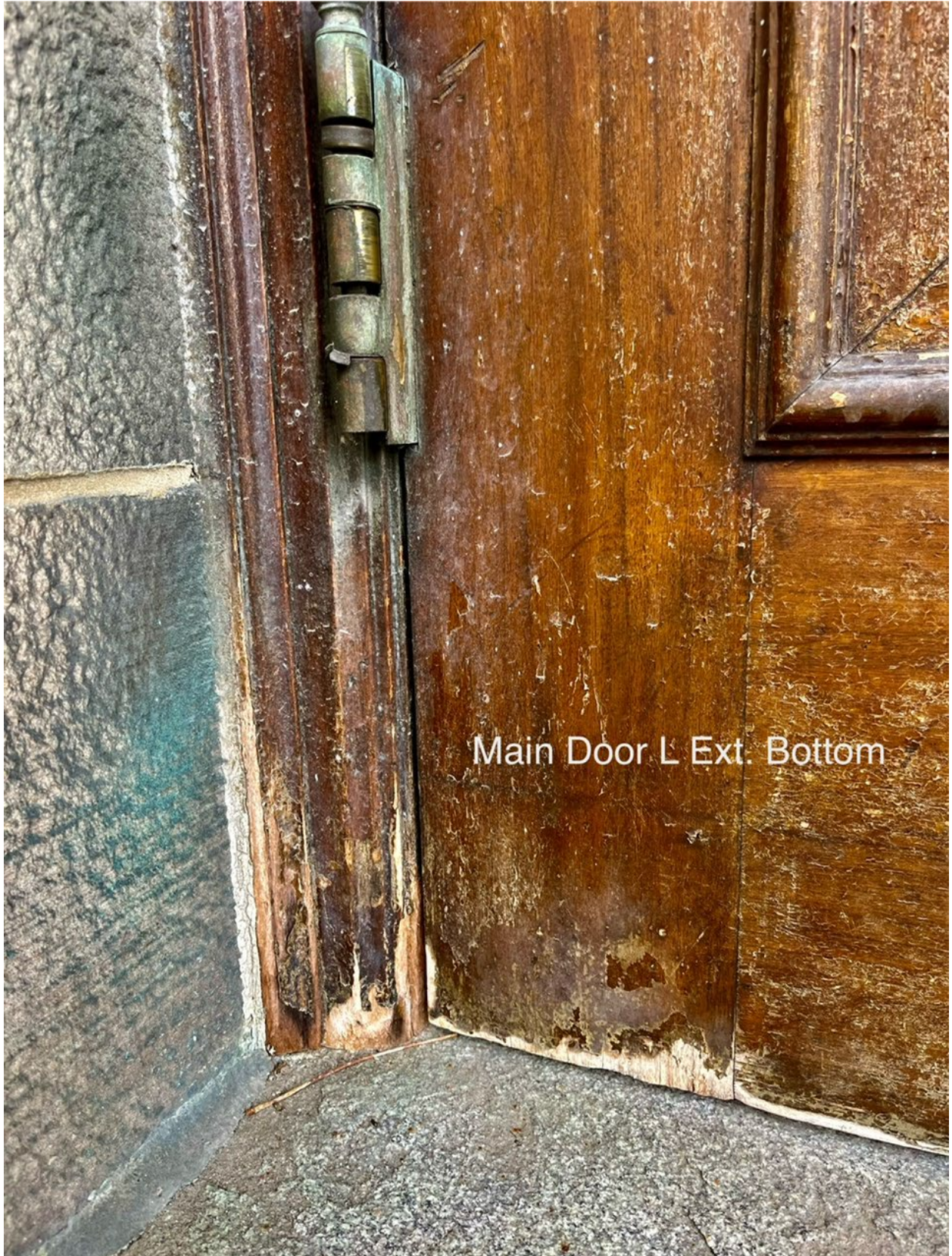


Main Door Ext.
Center Bottom



Main Doors Ext.
Top Section





Main Door L Ext. Bottom





Main Door Ext Hardware







Main Door R Bottom



