



# COUNTY OF BUCKS

## PURCHASING DEPARTMENT

Administration Building, 55 East Court Street, Doylestown, PA 18901-4318  
(215) 348-6372  
FAX (215) 348-6379

### *County Commissioners*

ROBERT G. LOUGHERY, *Chairman*  
CHARLES H. MARTIN, *Vice Chairman*  
DIANE M. ELLIS-MARSEGLIA, *LCSW*

MAUREEN WILSON McILVAINE, CPPO, CPPB  
*Director*

### **Request For Proposal For Silver Lake Nature Center Display Design Services**

Spec No: 17-04/12

Proposals Due: 11:15 AM April 16, 2012  
Bucks County Controller's Office  
89 E Court St.  
Doylestown, PA 18901

## **Table Of Contents**

|      |                                              |
|------|----------------------------------------------|
| 1.0  | Introduction                                 |
| 2.0  | Background                                   |
| 3.0  | Scope of Work                                |
| 4.0  | Projected Timetable                          |
| 5.0  | Contractor Responsibilities                  |
| 6.0  | County Responsibilities                      |
| 7.0  | County Rights and Authority                  |
| 8.0  | Proposal Procedures                          |
| 9.0  | Selection Criteria - Criteria for Evaluation |
| 10.0 | Method of Award                              |
| 11.0 | Interview/Presentation                       |
| 12.0 | Agreement                                    |
| 13.0 | Term of Agreement                            |
| 14.0 | Required Format and Contents of Proposal     |
| 15.0 | General Terms and Conditions                 |

**Request For Proposal  
For  
Silver Lake Nature Center Display Design Services**

**1.0 Introduction**

The County of Bucks, Doylestown, Pennsylvania (the County) is soliciting proposals for Silver Lake Nature Center Display Design Services from an independent contractor. Contractors submitting proposals must have demonstrated experience in said services.

Throughout this document, the singular use of the words vendor, contractor, proposer or offeror shall apply to the responders of this request for each service or all services proposed.

**2.0 Background**

The Silver Lake Nature Center is owned by the County and managed by the Department of Parks and Recreation. The building was completed in 1993. An old barn was retrofitted and a cinder block addition was added to create the existing structure. The old barn portion of the building (approximately 900 sq. ft.) serves as a display room where the general public can visit and learn about the uniqueness of the Center. These exhibits were professionally designed and built in 1993. They have grown old, tired, and out of date.

**3.0 Scope of Work**

3.1 Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the proposer, must be included in the proposal.

3.2 There are distinct phases to this request: Content Development, Design Development, Fabrication, and Installation. Responsibilities will include:

3.2.1 Working with the community to develop an interpretive plan that ties the exhibits to the educational objectives of the Center, including the building, grounds, and educational programs.

3.2.2 Designing displays to address the plan.

3.2.3 Working with the County to identify and secure construction services and meeting the bid process requirements of the County and the Commonwealth of Pennsylvania whenever necessary. This may require working with County staff to develop the bid specifications and assist in the evaluation of bid results for various project components.

3.2.4 Serving as Project Manager through the construction and installation phase.

#### **4.0 Projected Timetable**

The projected timetable for this RFP is as follows, the County reserves the right to change or extend any of these dates as needed:

|                                   |                    |
|-----------------------------------|--------------------|
| Issue Request for Proposal        | February 10 , 2012 |
| Mandatory Pre-Proposal Conference | March 8, 2012      |
| Deadline to Submit Questions      | March 26, 2012     |
| Issue Final Addendum to RFP       | April 2, 2012      |
| Proposals Due                     | April 16, 2012     |
| Evaluation of Proposals           | April 17, 2012     |
| Contract Negotiations             | May 15, 2012       |
| Contract Award & Execution        | June 6, 2012       |
| Notice to Proceed                 | June 13, 2012      |

#### **5.0 Contractor Responsibilities**

- 5.1 The Contractor shall perform design and project management services as specified in the RFP, Contract, any addenda thereto, and agreed upon information provided in the Proposal.
- 5.2 The Contractor shall provide and assign only individuals who have experience in educational display content development, design development, and project management service to be provided. Contractor must also insure individuals do not have a criminal record.
- 5.3 The Contractor shall perform design and project management services in strict compliance with all Federal, State and Local laws, regulations, ordinances, and directives as they may pertain to said services.

#### **6.0 County Responsibilities**

- 6.1 Provide a designee to be the point of contact for all questions and/or request by the Contractor.

#### **7.0 County Rights and Authority**

- 7.1 The County shall retain the right to inspect and review the Contractor's performance under this contract and to initiate action, within the terms of the contract that it deems necessary to assure Contractor compliance.

- 7.2 The County will review and approve, prior to any implementation, all recommend changes proposed by the Contractor.

## **8.0 Proposal Procedures**

- 8.1 A **Mandatory Pre-proposal Conference** will be held to review the RFP and allow for questions to be asked. The mandatory pre-proposal conference will be held in the Auditorium of the Silver Lake Nature Center, 1306 Bath Rd., Bristol PA on March 8, 2012, commencing promptly at 2:30 PM

### **8.2 Questions**

Questions regarding this RFP must be submitted in writing no later than 12:00 Noon Eastern Standard Time, March 26, 2012 to:

Maureen Wilson McIlvaine, CPPO, CPPB  
County of Bucks  
Purchasing Director  
55 E Court St  
Doylestown PA 18901  
Fax: (215) 348-6379  
E-mail: purchasing@co.bucks.pa.us

Questions received after the time and date above will not be responded to. All questions and responses will be issued to all plan holders who attended the Mandatory Pre-Proposal Meeting in the form of an addendum. A plan holder is a company who is on record with the Purchasing Department as having received their RFP package from either the Purchasing Department or DemandStar.

### **8.3 Proposal Submission**

- 8.3.1 Proposer must submit one (1) clearly marked "**ORIGINAL**"; ten (10) exact paper copies clearly marked "**COPY**"; and one (1) exact CD copy of the proposal in response to this RFP.
- 8.3.2 Proposals must be clearly identified on the outside of the package with the words "Silver Lake Nature Center Display Design Services".
- 8.3.3 Proposals must be submitted no later than 11:15 AM, Eastern Standard Time, April 16, 2012 to:

Raymond F McHugh, Esq  
Bucks County Controller  
89 E Court St  
Doylestown PA 18901

- 8.3.4 Proposals received after the time and date above will not be considered.
- 8.3.5 Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.
- 8.3.6 Proposer's are encouraged to reply "comply", "comply with exceptions", "can not comply" or "our alternative is..." to every requirement in this RFP.
- 8.3.7 The County reserves the sole right to waive technicalities contained in proposals.
- 8.3.8 The County reserves the right to reject any and all proposals.
- 8.3.9 Proposals submitted in response to this RFP must remain valid for a period of 365 days from the proposal submission date.

8.3.10 Disclosure of Proposal Contents

All proposals/bids and other material submitted becomes the property of the County and may be returned only at the County's option. Information contained in the proposals/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws public records are required to be open to reasonable inspection and reproduction. All proposal/bid information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter all proposals/bids will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act. Copies of said public records may be made in the Purchasing Department at a cost to the requesting party of \$0.25 per page.

Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulation. Consultant/Vendor specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.

Trade secrets and other proprietary data contained in a proposal may be held confidential if such data meets the definitions of confidential proprietary information and/or trade secrets under Section 102 of the Right to Know Law. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for the confidentiality and how this

information meets the criteria of Section 102 of the law.

- 8.3.11 Ambiguity, Conflict or Other Errors in the RFP. Ambiguity, Conflict or Other Errors in the RFP. Any ambiguity, conflict, discrepancy, omission or other error discovered in this RFP must be reported immediately in writing to the County of Bucks Purchasing Director, 55 E Court St, Doylestown PA 18901, Fax: (215) 348-6379, E- mail: purchasing@co.bucks.pa.us and a request made for specific modifications or clarifications.

- 8.4 Requests for Clarification- Any requests by the County for clarification of proposals shall be answered in writing and such requests should not alter the proposer's pricing information contained in its cost proposal.

## **9.0 Selection Criteria - Criteria for Evaluation**

- 9.1 Mandatory requirements include:

- 9.1.1 Compliance with RFP instructions.

- 9.1.2 Demonstrate experience with the exhibit design process from concept development through installation.

- 9.2 The proposer will be selected based on their written proposal and any requested presentations. County of Bucks will assemble a committee for the purpose of evaluations. The Selection Committee will review all proposals and make their recommendations for selection. The primary criteria used in making a selection will be as follows:

- 9.2.1 Thoroughness of the response

- 9.2.2 Reference review

- 9.2.3 Experience with the planning process

- 9.2.4 Experience of any subcontractors to be used

- 9.2.5 Cost

- 9.3 Procedure - Submitted proposals will be reviewed by the Selection Committee. Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

- 9.4 At the conclusion of discussions, the proposers will be ranked based on selection criteria, and final recommendations will be submitted to the County Commissioners for consideration.
- 9.5 The Commissioners may request proposers participate in additional discussions regarding their proposals in order to make a decision on which proposer is offered a contract.
- 9.6 Contract negotiations will be conducted with the proposer chosen by the Commissioners. If a satisfactory agreement can be reached, the contract shall be awarded to the proposer; otherwise, negotiations will be conducted with a subsequent proposer until a satisfactory contract can be established or until the Commissioners determine that rejection of all proposals is the best interest of County of Bucks.

#### **10.0 Method of Award**

- 10.1 The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
- 10.2 The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer will be chosen based on the qualifications and selection criteria discussed in the proposal.
- 10.3 The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from County of Bucks. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
- 10.4 County of Bucks reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. County of Bucks will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

#### **11.0 Interview/Presentation**

The County reserves the sole right, in the best interest of the County, upon review of

proposals to:

- Request and obtain additional information and/or clarification from prospective proposers.
- 
- Request and schedule proposer(s) to meet and schedule at a designated time, date, and county location for an interview and/or presentation.

## **12.0 Agreement**

12.1 The County reserves the sole right to offer and enter into an agreement with the successful proposer.

12.2 The successful proposer agrees to sign a written Agreement including terms and conditions as specified in this RFP. The County reserves the right to change, add and/or delete terms as determined to be in its best interest.

12.2.1 CONTRACTOR agrees to comply with the terms and conditions set forth in its proposal dated (date of proposal), as well as all requirements of the RFP and any addenda thereto; pertinent portions of the proposal submitted by the successful proposer; and any negotiated additions or changes to the received proposal all of which are incorporated herein by reference as though fully set forth at length.

12.2.2 The contract sum shall be (awarded amount) as indicated in the CONTRACTOR'S executed Proposal. Said prices shall be the total compensation paid by the County to the CONTRACTOR including all related incidental work thereto.

12.2.3 CONTRACTOR further agrees to indemnify and save harmless the County from any and all actions, claims and demands whatsoever that may result from CONTRACTOR'S use of any facilities owned by the County does further agree to repair any damage to the County-owned property caused by CONTRACTOR'S negligence or willful actions and the CONTRACTOR shall further supply the necessary insurance's as set forth in this proposal.

12.2.4 The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to the County.

12.2.5 HOLD HARMLESS CLAUSE In the event that any of the insurance

hereinbefore provided shall not, by reason of any act, omission or negligence of the CONTRACTOR be procured or kept in full force and effect, the CONTRACTOR shall indemnify defend & save harmless the County against losses, claims and demands to the same extent as the County and the COUNTY would have been indemnified by each insurance if it had been in full force and effect. The CONTRACTOR shall also indemnify defend & save harmless the County and the COUNTY against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers commissions.

12.2.6 SUITS AND CLAIMS The CONTRACTOR agrees to indemnify, defend, and save harmless the County and the COUNTY, and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the CONTRACTOR or his agents, servants, or employees in the performance or subsequent to the completion of the work under the contract whether such injury or damages be due to negligence or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the County a right of action either under this contract or in any manner whatsoever.

12.2.7 The agreement must be signed by authorized representatives of the Contractor and the Bucks County Board of Commissioners.

12.3 The Agreement will incorporate, in order of precedence, the following:

12.3.1 The Agreement

.

12.3.2 The County Request for Proposal (RFP) and any addenda thereto.

12.3.3 Pertinent portions of the proposal submitted by the successful proposer.

12.4 The successful proposer who is presented an agreement is required to sign and have witnessed three (3) original agreements. The agreements shall be presented to the Bucks County Commissioners for consideration and/or approval. Upon Commissioners approval and signature, an original agreement shall be forwarded to the successful proposer.

### **13.0 Term of Agreement**

The term of agreement shall be agreed upon with the successful Proposer and commence upon approval of an agreed upon contract by the Bucks County Commissioners. The County reserves the right to negotiate and change terms and conditions as necessary in the best interest of the County.

#### **14.0 Required Format and Contents of Proposal**

All proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

Please Note: The County reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order listed below. Responses should be well thought out, thorough and concise. Clarity and brevity will be viewed favorably.

##### **14.1 Cover Letter**

A cover letter transmitting the proposal to the County on company letterhead, signed by an official authorized to contract for the firm. The letter must contain the following: Name, title, address, telephone number, and email address of the company's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

##### **14.2 Table of Contents**

Provide a listing of all major topics, their associated section number, and starting page number.

##### **14.3 Firm Description**

Provide an overview of your firm. Include the location of your firm's headquarters and the location of the office that will serve the County.

##### **14.4 Key Personnel**

List the key personnel in your firm who will assume day-to-day responsibilities for managing this contract. Indicate the specific responsibilities of individuals to be assigned to this project and include brief resumes for those individuals. All individuals assigned to the County must have at least demonstrated experience in disciplines as outlined above. No changes to assigned personnel during the term of the appointment will be permitted without the prior consent and written approval of the County.

##### **14.5 General Disclosure**

Over the past five-years, have any principal members of your firm who will be

assigned to the County account been involved with managing other educational display design programs? Please describe the relationship.

Have any principal members of your firm, over the past five years been engaged in any business activities, which could be construed as a conflict of interest as respect to their involvement with this contract?

Have any principal members of your firm, over the past three years, been named in any legal action(s), investigations or other actions which could materially affect your firm's ability to perform the duties listed in the Scope of Services?

14.6 Description of Services

Provide a detailed description of the specific services to be provided, including whether County employees are needed to participate and if so the extent at which their participation is needed, and the timing and length of this process.

14.7 Relevant Experience

All respondents are expected to be qualified with specific and/or relevant experience in educational display design and project management services. As such, all proposals must include the qualifications and relevant experience of the respondent's personnel including, but not limited to, industry experience. Offerer must have a minimum of five (5) years experience providing said services.

14.8 Subcontractors

The respondent is to provide the names and addresses of all subcontractors that will be involved in this contract.

14.9 References

List at least three (3) current references for which services were provided that are similar to this Request for Proposal. For each reference, provide the client's name, address and contact person and telephone number.

14.10 Current Contracts

Provide a list of contracts you have engaged within the last three (3) years.

14.11 Financial Statement

Describe your firm's current financial condition and submit your latest financial report. Provide your firm's latest audited financial statement.

14.12 Cost

In a **separate sealed envelope**, provide in detail your fee structure or cost for your proposed solution. Please include whether or not you will accept a credit card to pay the invoices issued for this contract.

14.13 Additional Items/Services Offered:

Please provide with your proposal, any additional item(s) or services that your organization can provide at no additional cost to the County.

## **15.0 General Terms and Conditions**

### **15.1 Independent Capacity of Contractor**

The Contractor, its employees and agents, are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

### **15.2 Prohibition Against Assignment**

The Contractor shall not assign any part of this Agreement without prior written approval of the County.

### **15.3 Contract Modification, Amendment and Termination:**

15.3.1 This document and all attachments, which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

15.3.2 Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.

15.3.3 The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.

15.3.4 In addition, the County may terminate this Agreement at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

### **15.4 Confidential Information**

15.4.1 All Information contained in the files of County of Bucks and all departments thereof is considered "Confidential Information". "Confidential Information" means any and all information, data, documents, files and records disclosed to the Contractor by the County either directly or indirectly in writing or orally. Confidential Information does not include any of the foregoing items which (i) is known to Proposer at the time of disclosure to Proposer by the County as evidenced by written records of the Proposer, (ii) has become publicly

known and made generally available through no wrongful act of Proposer or (iii) has been rightfully received by Proposer from a third party who is authorized to make such disclosure.

- 15.4.2 Proposer agrees not to use any Confidential Information disclosed to it by the County for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Proposer and the County to third parties or to employees of Proposer except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. Proposer will have or has had employees who have access to Confidential Information of the County sign a nondisclosure agreement in content substantially similar to this Agreement and will promptly notify the County in writing of the names of each such employee upon the request of the County at any time. Proposer agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the County in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Proposer utilizes to protect its own Confidential Information of a similar nature. Proposer agrees to notify the County promptly in writing of any misuse or misappropriation of Confidential Information of the County which may come to Proposer's attention. Proposer also agrees that, without the County's prior written approval, Proposer shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Proposer has this arrangement with the County.

15.5 Hold Harmless

It is understood that the Contractor is an independent contractor 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 the Contractor. The Contractor agrees to indemnify, defend, and save 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 directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

15.6 Surety

Not required for this project.

15.7 Insurance and Taxes

- 15.7.1 The Contractor shall perform its services under this Agreement, as an independent Contractor and shall insure, as they may appear, the

interests of all parties to this Agreement against any and all claims which may arise out of Contractor's operations under the terms of this Agreement.

- 15.7.2 Contractor will provide original certificate(s) of insurance made out to the County of Bucks showing all insurance coverage carried by Contractor upon submission of a signed Agreement to the County. The Agreement will not be approved by County if a certificate is not present. If, during the term of the Agreement, coverage should expire, the County may withhold payments until the Contractor submits a new certificate reflecting the new policy coverage dates.
- 15.7.3 At a minimum, the Contractor must carry at least the following :
  - 15.7.3.1 Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability- the contractual section of the coverage must cover this agreement) General Aggregate Limit \$2,000,000; Products and Completed Operations Aggregate Limit \$2,000,000; Each Occurrence Limit \$1,000,000.
  - 15.7.3.2 Automobile Liability - to include owned, non-owned and hired vehicles: Combined Single Limit \$500,000; or Bodily Injury \$250,000. each person, Bodily Injury \$500,000. each accident, and Property Damage \$100,000.
  - 15.7.3.3 Professional Liability- Each Jobsite limit: \$1,000,000; General Aggregate Limit: \$2,000,000.  
Must remain in place for one (1) year after final acceptance.
  - 15.7.3.4 Workers, Compensation as required by Pennsylvania statute.
  - 15.7.3.5 Employer's Liability: Bodily Injury by Accident \$100,000. each accident; Bodily Injury by Disease \$100,000. each employee; Bodily Injury by Disease \$500,000. policy limit.
  - 15.7.3.6 Additional Insured must read: The County of Bucks, it's Board of Commissioners, employees, directors, officers, departments and divisions shall be included as additional insured with respect to the work performed for this contract: Silver Lake Nature Center Display Design Services, Spec #17-04/12.
  - 15.7.3.7 Cancellation Clause must read: Should any of the above-

described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days prior written notice to the certificate holder.

15.7.3.8 Certificate Holder- County of Bucks Board of Commissioners, Attn: Office of the Controller, 55 East Court Street, Doylestown, PA 18901.

15.7.4 The Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @ 481(b)] of said act.

15.7.5 Contractor shall accept full responsibility for the payment of premiums of all insurance, as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Agreement.

15.8 Familiarity with Proposed Work  
Contractor certifies that he has carefully considered the work proposed and the RFP to determine for himself the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

15.9 Sole-Contractor  
The Contractor agrees that he and only he shall be the County's sole contractor under this Agreement.

15.10 Non-Discrimination

15.10.1 The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

15.10.2 The Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Contractor shall remain primarily responsible for compliance hereunder.

15.11 Certification Regarding Impartiality and Conflict of Interest

15.11.1 The Contractor certifies that he is a totally independent contractor and that to the best of his knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

15.11.2 The Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice.

15.11.3 The Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

15.12 Immigration Reform and Control Act of 1986

Contractor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

15.13 Statutes Applicable to this Agreement

Contractor is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

15.14 No Arbitration Clause

The Contractor/Engineer agrees that no bid documents prepared for the County will include Arbitration Clauses.