



# COUNTY OF BUCKS

## PURCHASING DEPARTMENT

Administration Building, 55 East Court Street, Doylestown, PA 18901-4318  
(215) 348-6372  
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### *County Commissioners*

CHARLES H. MARTIN, *Chairman*

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*Director*

LARRY CHURILLA

*Manager*

## **Request for Proposal For**

### **ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

**Spec #36-05/09**

Proposals Due: 11:15 AM May 4, 2009  
Bucks County Controller's Office  
89 E Court St  
Doylestown PA 18901

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**Request for Proposal  
For  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

**1.0 Introduction**

The County of Bucks, Doylestown, Pennsylvania, is soliciting proposals for the preparation and presentation of an Analysis of Impediments to Fair Housing 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 proposer shall apply to the responders of this request for each service or all services proposed.

**2.0 Background**

The County through its Department of Community and Business Development (hereinafter referred to as the "Department") administers various community development and housing programs funded through the US Department of Housing and Urban Development (HUD). HUD regulations require that the County prepare a periodic assessment of the barriers preventing Bucks County residents from access to decent, quality, and affordable housing.

**3.0 Scope of Work**

The Analysis of Impediments to Fair Housing (AI) will follow the suggested format presented in the HUD Office of Fair Housing's publication entitled "Fair Housing Planning Guide," particularly chapters 2, 3, 4, and 5. The AI shall include, but not be limited to, the following:

**3.1. Information Gathering**

This activity will involve the collection of both primary and secondary data to be used to prepare an assessment of conditions and develop recommendations. Some of the principal activities will include:

- 3.1.1 Primary Data Collection Methodology: Development of comprehensive outreach strategy to obtain citizen participation and key person feedback, such as surveys, focus groups, public meetings and other proven methods to ensure public consultation and input.
- 3.1.2 Demographic Profile: Preparation of demographic profile using the most recent information available, including population, household, income and employment data, a housing profile, and maps showing the distribution and concentrations of racial and ethnic minorities and low income persons.
- 3.1.3 Employment Centers: The locations of job centers which offer or will offer jobs (including job training opportunities) to minorities, women and persons with disabilities at the lower-income level of their wage or salary. The geographic relationship of such centers to the current and planned locations of housing for lower-income households (employment opportunity/housing linkage impacts heavily on fair housing choice for lower-income persons).

- 3.1.4 Transportation: The availability of accessible public transportation, including train or bus service, and subsidized low or no cost van pools to link job centers with lower-income housing locations (transportation services are essential where employment opportunities are not near lower-income housing supplies).
- 3.1.5 Home Mortgage Data: Home Mortgage Disclosure Act (HMDA) data, and other pertinent data showing lending patterns, specifically those for housing.
- 3.1.6 Practices in Place: Public policies, practices and procedures involving housing and housing related activities; land use policies and tax assessment/abatement practices.
- 3.1.7 Fair Housing Initiatives in Place: Availability, scope, and impact of current public and private fair housing initiatives and programs in the County; including education and outreach; presentations and trainings.
- 3.1.8 Fair Housing Complaints: An evaluation of the County's current fair housing legal status including a listing of all complaints, civil and criminal actions during the past three years; real estate and lending practices and lending complaints.
- 3.1.9 Testing: Inventory of results of testing and auditing enforcement.
- 3.1.10 Occupancy: Patterns of occupancy in both assisted housing and private rental housing, public housing and other public sector programs and services.
- 3.1.11 Impediments: Inventory of impediments to fair housing choice.
- 3.1.12 Other: Any other data required to identify needs, support recommendations or meet HUD AI preparation requirements.

### 3.2. Assessment/Analysis

- 3.2.1 Fair Housing Planning: Discussion of importance of fair housing planning; methodology employed in preparing the document and definitions of terminology.
- 3.2.2 Legal Requirements: A review of federal, state and local laws, regulations, administrative policies, procedures and current practices and activities in the County or which impact fair housing in the County (including statutory and regulatory citations); and an assessment of how those laws, regulations, policies and practices affect the location, availability and accessibility of housing.
- 3.2.3 Assessment of Conditions: Assessment of Fair Housing Planning and Legal Requirements affecting fair housing choice for all protected classes.
- 3.2.4 Housing Availability: An assessment of the availability of affordable, accessible housing in a range of unit sizes and gaps to meet demand.
- 3.2.5 Conclusions and Recommendation, including a Fair Housing Action Plan outlining recommended strategies and actions to overcome identified impediments to fair housing choice and foster compliance with the Fair Housing Act and affirmatively furthering fair housing.

### 3.3 Deliverables and Presentations

- 3.3.1. Outline of Draft Report due approximately 30 days after Notice to Proceed
- 3.3.2 Monthly progress reports.
- 3.3.3 Final written report within 90 days of the Notice to Proceed.
- 3.3.4 Presentation of the report to County officials, to Housing Finance and CDBG Advisory Boards, and presentation to funding recipients and the general public.
- 3.3.5 Provision of 100 copies of an AI document to be submitted and approved by HUD and distributed to interested parties.
- 3.3.6 Submission of Make Ready copy to allow the County to make additional copies of the document for distribution to the general public.

- 3.4 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.

#### **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 .....                                | April 6, 2009     |
| Pre-Proposal Conference .....                                   | April 17, 2009    |
| Proposals Due.....                                              | May 4, 2009       |
| Evaluation of Proposals.....                                    | May 5-29, 2009    |
| Commissioners Review .....                                      | June 1-12, 2009   |
| Contract Negotiations .....                                     | June 18, 2009     |
| Contract Award & Execution .....                                | July 1, 2009      |
| Notice to Proceed .....                                         | July 8, 2009      |
| Provision of AI outline .....                                   | August 8, 2009    |
| Provision of draft copy to CDBG & Housing Advisory Boards ..... | October 31, 2009  |
| Approval of document by CDBG & Housing Advisory Boards....      | November 23, 2009 |
| Approval of document by County Commissioners .....              | January 15, 2010  |
| Submission of document to HUD .....                             | February 15, 2010 |

#### **5.0 Contractor Responsibilities**

- 5.1 The Contractor shall perform the work 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 knowledge in the preparation of AI documents and the specific activities outlined in the scope of work. Contractor must also insure individuals do not have a criminal record.
- 5.3 The Contractor shall perform all activities 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 **Pre-Proposal Conference** will be held to review the RFP and allow for questions to be asked. The pre-proposal conference will be held in the 4<sup>th</sup> Floor Conference Room of the Almshouse Building, located at 1260 Almshouse Road in Doylestown on April 17, 2009 commencing promptly at 9:00 a.m.

8.2 **Questions**

Questions regarding this RFP must be submitted in writing no later than 12:00 Noon Eastern Standard Time, April 27, 2009 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](mailto: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.

8.2 **Proposal Submission**

8.2.1 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.

8.2.2 Proposals must be clearly identified on the outside of the package with the words "ANALYSIS OF IMPEDIMENTS".

8.2.3 Proposals must be submitted no later than 11:15 AM, Eastern Standard Time, May 4, 2009 to:

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

8.2.4 Proposals received after the time and date above will not be considered.

8.2.5 Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.

8.2.6 Proposer's are encouraged to reply "comply", "comply with exceptions", "can not comply" or "our alternative is..." to every requirement in this RFP.

8.2.7 The County reserves the sole right to waive technicalities contained in proposals.

8.2.8 The County reserves the right to reject any and all proposals.

8.2.9 Proposals submitted in response to this RFP must remain valid for a period of 365 days from the proposal submission date.

#### 8.2.10 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. 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](mailto: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 Timely Submission of Proposal
- 9.1.3 Correct Number of Proposals
- 9.1.4 Completeness of all required information, including forms and exhibits

- 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 Overall Qualifications of firm and staffing dealing in the preparation of AI documents that meet HUD requirements.
  - 9.2.2 Experience meeting with and working with a variety of constituencies, agencies, non-profits and governmental bodies.
  - 9.2.3 Proximity and availability of staff to complete reviews within required deadlines.
  - 9.2.4 Quality of work plan including approach, methodology, activities, and schedule.
  - 9.2.5 Quality of past services as evidenced by sample submissions and references.
  - 9.2.6 Quality of proposal and presentation, including written and verbal skills, along with experience in presenting information to a non-technical audience.
  - 9.2.7 Total cost to develop AI.
  - 9.2.8 Ability to commence work immediately and complete AI within 90 days.
- 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 in its sole discretion.

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 and hold 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 and hold 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 four (4) 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 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 Qualifications and Experience:**

The selected consultant's qualifications shall meet the Secretary of the Interior's professional qualification standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A in addition to the following information shall be provided:

##### **14.4 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.

##### **14.5 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. Provide listing of all pertinent professional registrations for all principals and staff accordingly. No changes to assigned personnel during the term of the appointment will be permitted without the prior consent and written approval of the County.

Provide the names and addresses of all partners, if a partnership; of all officers, directors, and all persons with an ownership interest of more than five (5) percent in the organization.

##### **14.6 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 ANALYSIS OF IMPEDIMENT REPORT 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?

14.7 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.

14.8 Relevant Experience

All respondents are expected to be qualified with specific and/or relevant experience in ANALYSIS OF IMPEDIMENT REPORT 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 three (3) years experience providing said services.

Attach a copy of three (3) samples of AIs prepared in the past two years that can attest to your organization's experience with AI activities listed in the Scope of Work above.

14.9 Subcontractors

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

14.10 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.

14.11 Current Contracts

Listing of governmental entities within the Commonwealth of Pennsylvania for which the Proposer has performed or entered into a contract to prepare AI reports for the three (3) years immediately preceding the filing of the information required in this section.

14.12 Financial Statement

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

14.13 Cost:

In a **separate sealed envelope**, provide in detail of fee structure or cost for the work described herein. Submit one (1) clearly marked "**ORIGINAL**", ten (10) exact paper copies clearly marked "**COPY**". The fee structure and cost shall be memorialized in an agreement with selected consultant. The selected consultant will be paid as

requested work is timely completed and accepted by the Department. The total proposed costs of consultant's services shall include all fees and expenses. Proposals shall also include detailed price quotes in agreement with the activities listed in the Scope of Work. Please include whether or not you will accept a credit card to pay the invoices issued for this contract.

14.14 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.

14.4 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.

**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 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 directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

15.6 Surety

Surety is not required for this contract.

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.

15.6.3.3 Errors & Omissions- Each Jobsite limit: \$1,000,000; General Aggregate Limit: \$2,000,000. Not needed

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: ANALYSIS OF IMPEDIMENTS for Community & Business Development, spec #36-05/09.

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.