REQUEST FOR PROPOSALS

VENANGO COUNTY HAZARD MITGATION PLAN
2015 UPDATE

COUNTY CONTACT

Judy Barrett
Planning Director
1174 Elk Street
PO Box 831
Franklin, PA 16323

PROPOSAL SCHEDULE

Request for Proposals released:	**March 3, 2014**
Deadline for questions	**March 14, 2014**
County responses to all questions/addendums	**March 28, 2014**
Responses to RFP/bids are due by 4:30 pm on	**April 4, 2014**

SEALED PROPOSALS SENT TO

Denise W. Jones, Chief Clerk
Venango County Commissioners
1174 Elk Street
PO Box 831
Franklin, PA 16323

REQUEST FOR PROPOSALS
CONSULTANT SERVICE TO DEVELOP THE COUNTYWIDE HAZARD MITIGATION PLAN UPDATE
PART I
GENERAL

1. PURPOSE

The County of Venango seeks proposals from qualified consultants to provide assistance for development and completion of a FEMA approved Hazard Mitigation Plan Update (HMP) to fulfill federal, state and local hazard mitigation planning responsibilities.

2. DEFINITIONS

The following definitions will be used for identified terms throughout the specification and proposal document:

Agreement - A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services and obligating the County to pay for it.

County - Identifies the County of Venango, Pennsylvania.

Deliverables - The goods, products, materials, and/or services to be provided to the County by Respondent if awarded the agreement.

Goods - Represent materials, supplies, commodities, intellectual property/work product and equipment.

Improvement - Describes any work or modification to County property that adds to the overall value of the property.

Proposal - Complete, properly signed response to a Solicitation that if accepted, would bind the Respondent to perform the resulting contract.

Proposer/Respondent - Identified persons and entities that submit a proposal.

Services - Work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.

Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the County.

Vendor - (Sometimes referred to as Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the County as fulfillment of obligations arising from an agreement.

3. CONFLICT OF INTEREST

Any vendor or person considering doing business with Venango County Government will disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Respondent's proposal.

4. COUNTY CONTACT

All questions, clarifications or requests for general information are to be directed to:

Judy Barrett
Planning Director
1174 Elk Street
PO Box 831
Franklin, PA 16323
jbarrett@co.venango.pa.us

The individual above may be contacted for clarification of the specifications of the Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the County. Under no circumstances will private meetings be scheduled between Respondents and County staff.

5. EX PARTE COMMUNICATION:

Please note that to insure the proper and fair evaluation of a proposal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible until 4:30 p.m. on the day specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration of award of the solicitation then in evaluation, or any future solicitations.

PART II
INSTRUCTIONS

1. PROPOSAL SCHEDULE

It is the County's intention to comply with the following proposal timeline:

Request for Proposals released:	**March 3, 2014**
Deadline for questions	**March 14, 2014**
County responses to all questions/addendums	**March 28, 2014**
Responses to RFP/bids are due by 4:30 pm on	**April 4, 2014**

All questions regarding the RFP shall be submitted in writing by 4:30 pm. on March 14, 2014. Questions shall be submitted to the County contact named above.

NOTE: These dates represent a tentative schedule of events. The County reserves the right to modify these dates at any time, with appropriate notice to prospective Respondents through notification by letter, email and/or posting on the County webpage.

2. PROPOSAL DUE DATE:

Signed and sealed proposals are due no later than 4:30 pm. on April 4, 2014, to the Office of the Venango County Commissioners. Mail or carry sealed proposals to:

Denise W. Jones
Chief Clerk
Venango County Commissioners
1174 Elk Street
PO Box 831
Franklin, PA 16323

Proposals received after this time and date will not be considered. Sealed proposals should be clearly marked on the outside of packaging with the RFP title, due date and **"DO NOT OPEN".** Facsimile or electronically transmitted proposals are **not accepted.** Late proposals properly identified will be returned to Respondent unopened if return address is provided.

3. PROPOSAL SUBMISSION REQUIREMENTS:

To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. Proposals shall not exceed twelve (12) pages in length (excluding resume, title page(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a single-spaced, typed, 8 ½" X 11" sheet of paper.

Title Page (1 page): Show the RFP title, the name of your firm, address, telephone number(s), name of contact person and date.

Letter of Transmittal (1 page): Identify the RFP project for which the proposal has been prepared. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address and telephone numbers. The letter of each proposal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the proposal must be clearly

shown immediately below the signature.

Table of Contents (1 page): Clearly identify the materials by Section and Page Number.

Proposal Narrative (limited to 10 total pages):

- Previous Performance/Experience

- Provide detailed information on experience with previous Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.

- Provide a representative list of projects of a scale and complexity similar to the project being considered by the County. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name. Be prepared to provide samples of other completed Hazard Mitigation Plans upon request.

- Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**

- Identify key project staff, task leaders and sub-consultants along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The County reserves the right to approve or disapprove all sub-consultants prior to any work being performed.

- Provide information on size, resources and business history of the firm. Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard. Describe the firm's location where the primary services are to be provided and the ability to meet in person with County personnel when required during the performance of the Contract.

- Project Understanding and Methodology

  Consultant shall demonstrate a thorough knowledge and understanding of natural and manmade hazards, the Commonwealth of Pennsylvania and FEMA's requirements for Disaster Mitigation Plans. Consultant shall provide a proposed timeline of projected milestones for the project.

Submit one (1) original and three (3) copies of materials that demonstrate their experience in performing services of this scale and complexity. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the County.

4. DISCLOSURE OF LITIGATION:

Respondent shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Respondent or in which the Respondent has been judged guilty.

5. CONFIDENTIALITY OF CONTENT:

All Proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Right to Know Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.
If a Respondent believes that a proposal or parts of a proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

6. CLARIFICATION OF PROPOSALS

The County reserves the right to request clarification or additional information specific to any proposal after all proposals have been received and the RFP close date has passed.

7. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation required to supplement and/or clarify a Proposal which may be required by the County shall be the sole responsibility of the Respondent.

8. EVALUATION CRITERIA:

All proposals received shall be evaluated based on the best value for the County. In determining best value, the County may consider:

- Cost
- Previous experience and past performance
- Key project staff and sub-consultants
- Available resource and consultant location
- Project understanding and methodology
- Any relevant criteria specifically listed in the solicitation

9. EVALUATION PROCESS:

A team comprised of County staff and others as appropriate will review the responses to the RFP. Interviews and/or demonstrations may be conducted with any Respondent to discuss their qualifications, resources and ability to provide the service identified. Upon completion of the evaluation, the selection team may recommend a Respondent for award of the project or service identified.
An agreement with the recommended respondent may then be negotiated. This process will be completed with the County Commissioners' authorization for the execution of the agreement. The County reserves the right to negotiate with any and all Respondents. The County also reserves the right to reject any of all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received and to revise the process as circumstances require.

Following selections of its proposal, the Vendor shall be expected to submit an agreement to the County

for performing the requested services. Among other things, the agreement shall include an acknowledgement that the Vendor is bound to the specifications, terms and conditions of this RFP, that the Vendor shall be responsible to ensure the Hazard Mitigation Plan Update meets FEMA approval, and that the Vendor shall invoice in accordance with the line items of the grant budget for the project. The agreement must also incorporate a County-provided addendum requiring the Vendor's cooperation with any applicable records request that might arise under the Pennsylvania Right-to-Know Law.

PART III
SPECIFICATIONS

1. SCOPE OF WORK

The County of Venango, intends to contract with a qualified consultant to assist with the developing a Hazard Mitigation Plan to promote pre and post disaster mitigation measures, short/long range strategies that minimize suffering, loss of life and damage to property resulting from hazardous and potentially hazardous conditions to which citizens and institutions within the County are exposed; and to eliminate or minimize conditions which would have an undesirable impact on our citizens, the economy, environment and well-being of the County.

2. CRITICAL REQUIREMENTS

1. The County HMP shall use the model plan outline in Appendix 1 of the Pennsylvania's All-Hazard Mitigation Planning Standard Operating Guide dated October, 2011.
2. The vendor shall revise the HMP as required by PEMA and FEMA.
3. Natural hazards assessed by this plan shall be coordinated with current FEMA approved version of State Hazard Mitigation plan at a minimum.
4. The Project shall be completed including full FEMA approval, no later than **June 30, 2015.**
5. The County HMP will be submitted to the State no later than ten (10) weeks prior to the end of the original performance period, so that the State can submit the plan to FEMA no later than six (6) weeks prior to **June 30, 2015.**
6. A complete and accurate crosswalk as found in the FEMA Local Mitigation Plan Review Guide dated October, 2011, page 13, shall be submitted to the State and FEMA when review is requested.
7. A copy of the awarded contract will be forwarded to the State with the first quarterly report following the award, along with a report from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded from doing business with the Federal Government.
8. Quarterly Progress Report will be submitted by the contractor, to the Pennsylvania Emergency Management Agency (PEMA) and the Venango County Planning Director, no later than October 15th, January 15th and April 15th of each year until the project is completed.
9. The vendor shall invoice using the Budget Line Items from the County HM Planning Grant Application, Section V.

3. CONSULTANT SERVICE REQUIREMENTS

Interested Proposers shall have extensive knowledge and expertise and be able to demonstrate their proven ability to coordinate, evaluate and develop a FEMA approved HMP. Consulting service shall include, but not be limited to:

- Meeting the critical requirements above.
- Reviewing and analyzing existing natural and manmade hazards in all areas of the County.
- Becoming knowledgeable of existing hazards and how these hazards may impact existing and future development, property and lives in the County.
- Hosting a series of County interactive workshops, to include, but not limited to mitigation strategy and capability and risk assessment workshops, which shall involve the identification and review of relevant plans, policies and programs already in place, such as land use plans, flood control programs, natural resource studies, zoning ordinances, building codes, subdivision regulations, post-disaster public assistance grants and capital improvements plans.

4. DATA COLLECTION AND ANALYSIS

The consultant shall collect the necessary data to evaluate the potential for natural and manmade disasters in the County. Information shall also be obtained on area history, property status, infrastructure, land use and other relevant subjects in order to comprehensively analyze all aspects of the County. This shall include utilizing all current plans associated with disaster and emergency response efforts.

5. UPDATES AND REPORTS

The consultant shall provide the County with updates detailing the progress, data analysis, modeling and plan development for FEMA reporting. All soft match contributions shall be tabulated by the consultant and submitted with the updates and final reports. A draft HMP update shall be submitted and include all required sections by FEMA and input from the community for the County's review. The consultant shall submit the final HMP as revised by the County, to FEMA and the County.

6. COST PROPOSAL

Material and labor cost shall be specific and considered reasonable. "Cost plus" type proposal will not be accepted.

7. DELIVERABLES

The Vendor shall provide, but not limited to, each item listed in the RFP. Additionally, the Vendor shall provide:

- Ten printed and bound copies of its final Hazard Mitigation Plan
- Ten electronic copies of the plan on CD in PDF format
- A written summary of the process by which the final plan was developed for the County, including meeting schedules, agendas, notes, rosters of attendees and soft match contributions made by the County to meet the requirements of the FEMA Disaster Mitigation Planning Grant Award.

8. INVOICING

Vendor shall submit one original and one copy of invoice to the following address:

Diona Brick
Administrator of Finance and Management Services
1174 Elk Street
PO Box 831
Franklin, PA 16323

9. PROMPT PAYMENT POLICY

Payments will be made within thirty days after the County received the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the County receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Pennsylvania law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payment made by the County in the event:

There is a bona fide dispute between the County and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

The terms of a federal contract, grant, regulation, or statue prevent the County from making a timely payment with Federal Funds; or

There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

The invoice is not mailed to the County in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

10. OVERCHARGES

Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Pennsylvania.

PART IV
TERMS AND CONDITIONS

1. LABOR

The Vendor shall provide all labor and goods necessary to perform the project The Vendor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

2. EXCEPTIONS

Any variation from this specification shall be indicated on the response of or on a separate attachment to the response. The sheet shall be labeled as such.

3. ENVIRONMENT

It is the intent of the County to purchase goods and equipment having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

4. DAMAGE

The Vendor shall be responsible for damage to the County's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

5. WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Vendor, Vendor's employees, subcontractor(s) or subcontractor(s') employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service.

6. NON-APPROPRIATION

The resulting Agreement is a commitment of the County's current revenues only. It is understood and agreed the County shall have the right to terminate the Agreement at the end of any County fiscal year if the governing body of the County does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

7. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the service required by this agreement without the prior written consent of the County. The agreement and the monies which may become due are not assignable, except with the prior written approval of the County.

8. INTERLOCAL COOPERATIVE CONTRACTING

Other governmental entities may be extended the opportunity to purchase off of the County of Venango's solicitation, with the consent and agreement of the successful vendor(s) and Venango County. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the County of Venango is not an agent or, partner to, or representative of those outside agencies or entities and that the County of Venango is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9. ABANDONMENT OR DEFAULT

The Vendor who abandons or defaults the work on the contract and causes the County to purchase the services elsewhere may be charged the difference in service if any and shall not be considered in the re-advertisement of the service and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

10. RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION

The County shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the County, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.

11. COMPLIANCE WITH LAWS

The Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the County with satisfactory proof of its compliance.

12. CODES, PERMITS AND LICENSES

The Vendor shall comply with all National, State and Local standards, codes and ordinances and the terms and conditions of the services of the County of Venango, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations (County of Venango fees and costs will be waived).

13. INDEMNIFICATION

The Vendor shall indemnify, save harmless and exempt the County of Venango, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Respondent, its officers, agents, servants, and employees; provided, however , that the successful. Respondent shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees, or third parties.

14. INSURANCE

The successful vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the County by the vendor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the vendor for the duration of the contract period for occurrence policies. Claims-made policies shall be in force or that coverage purchased for three (3) years after contract is terminated.

General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

$3,000,000 General Aggregate Limit

$3,000,000 Products & Completed Operations

$3,000,000 Personal and Advertising Injury

$3, 000,000 Each Occurrence Limit

$ 100,000 Fire Damage Limit

$ 10,000 Medical Expense Limit

Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the vendor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability

$ 1,000,000 Combined Single Limit

$ 1,000,000 Each Occurrence Limit

$ 5,000 Medical Expense Limit

Worker's Compensation

Limits as required by the Workers' Compensation Act of Pennsylvania

Statutory Limits $1,000,000

Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s).

Venango County, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

The vendor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The vendor shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.

All coverage's for subcontractors of the vendor shall be subject to all of the requirements stated herein.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval shall be received from County's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Pennsylvania.

15. GOVERNING LAW

Any resulting agreement shall be governed by and construed in accordance with the Laws of the State of Pennsylvania.

16. LIENS

The Vendor agrees to and shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the County's request the Vendor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

17. VENUE

Both the County and the Vendor agree that venue for any litigation arising from a resulting agreement shall lie in Venango County, Pennsylvania.

18. INDEPENDENT CONTRACTOR

It is understood and agreed that the Vendor shall not be considered an employee of Venango County. The Vendor shall not be within protection or coverage of the County's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the County from time to time may have in force and effect.

19. HOLD HARMLESS CLAUSE

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

At no time shall the vendor permit any mechanics or similar liens to attach to the County's premises on account of labor or material furnished to the Contractor or claimed to have been furnished to the vendor, in connection with its work hereunder.

20. GIFT POLICY

This policy prohibits any official or employee from receiving a gift of any monetary value from any source doing or seeking to do business with the County or attempting to influence the judgment of an official or employee. Further, no gifts may be made for or on behalf of the County or any of its offices or departments, unless first presented to the Board of Commissioners for decline or acceptance at a public meeting. Bidders or proposers are advised that any violation of this policy may result in employee discipline, including termination. By tendering this submission, the bidder or proposer agrees to abstain from offering or giving anything of monetary value to any County official, employee or member of their immediate families.

21. NON-COLLUSION AFFIDAVIT

Bidders must sign and submit with the bid the attached Non-Collusion Affidavit.

22. EQUAL OPPORTUNITY EMPLOYMENT

Vendor certifies that employment is available to all persons qualified regardless of age, race, sex, income, sexual preference, national origin, religion or disability.