

COUNTY OF BERKS

Request for Proposal #08-HSDF

Instructions / Requirements

Human Services - HSDF

Fiscal Year 08 / 09

**Submittal Deadline:
Monday, March 24, 2008, 4:00 P.M., Local Prevailing Time**

SECTION ONE- Introduction and Instructions

1.1 Purpose of Request for Proposal (RFP)

The County of Berks (hereinafter "County"), Reading, Pennsylvania is soliciting competitive proposals from professional organizations that are interested in and capable of providing eligible services that fall under the scope of the Human Services Development Fund, as set forth by the Office of Social Programs, Pennsylvania Department of Public Welfare, and administered by the Human Services Office on behalf of the County of Berks.

Eligible services under the HSDF fall into one of seven categories. These categories include: Adult Services (for low income adults), Aging, Children and Youth, Drug and Alcohol, Homeless Assistance, Community Based Mental Health and Community Based Mental Retardation. The specific eligible services under each category are listed, in full, in section 4.3 of this RFP. Additional eligible services falling under the Human Services Development Fund include Generic Services, Service Coordination and Specialized Services. Generic Services are services designed to meet the needs of two or more client populations from the categorical areas described above. Service Coordination consists of planning and management activities designed to improve the effectiveness of county human services. Specialized Services are defined as new services or a combination of services designed to meet the unique needs of a client population that are unmet by the current categorical programs. Specialized Services must be approved by the County of Berks and the Department of Public Welfare's Office of Social Programs.

1.2 Submission of Proposal

Proposals shall be submitted in one (1) original and one (1) electronic version to: County of Berks, c/o: Mary Henry-Moss, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA 19601. *Original shall be marked "original"*. Proposals must be enclosed in a sealed envelope with the words "Human Services - HSDF" clearly printed on the outside. Proposals received via facsimile will not be considered. Email electronic version to mhenry-moss@countyofberks.com

1.3 Due/Opening Dates

The cutoff time for receipt of Proposals is 4:00 P.M., local prevailing time, Monday, March 24, 2008. **Proposals received after the deadline noted herein will not be considered during first round.**

1.4 Preparation of Proposals

In order for a proposal to be considered, proposals must be typewritten directly into the RFP word document and Proposers must follow all instructions contained in this RFP in the preparation of their proposal. The County is not responsible and shall not be liable for any costs associated with the preparation, submittal, or presentation of any proposal.

1.5 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed, if acceptable requests are received prior to the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the County's request.

1.6 Required Review

Defects: Proposers shall carefully review this RFP for defects and questionable or objectionable matter. Comments concerning such matter must be made in writing and directed to Mary Henry-Moss, Human Service Coordinator, via mail at Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601; via email at mhenry-moss@countyofberks.com; or via facsimile 610-478-6206, at least ten

business days prior to the due date of the proposal. This will allow for the issuance of any necessary amendments.

General: All questions must be directed to Mary Henry-Moss, Human Service Coordinator. These questions may be made via telephone to 610-478-6294. *If an amendment is issued, it will be provided to all parties who were provided a copy of the Request for Proposal, by the County's Human Service Department.*

1.7 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the County and may be returned only at the County's option. Information contained in the proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws (65 P.L. 390 § 66.1, 66.3, 21 June 1957) public records are required to be open to reasonable inspection. All proposal information will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information. Copies of said public records may be made in the Human Services Office at a cost to the requesting party of \$.50 per page.

1.8 Subcontractors

Subcontractors will not be allowed.

1.9 Conflict of Interest

Each proposal shall include a statement indicating whether or not the organization or any individuals working on the proposed scope of service has a possible conflict of interest (e.g., themselves, spouse or child employed by the County of Berks) and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the Proposer. The County's determination regarding any question of conflict of interest shall be final.

The County may exclude a prospective Proposer from submitting a proposal, or may reject a prospective Proposer's proposal, after making a written determination that the prospective Proposer assisted in drafting the Request for Proposal, or gained substantial information regarding the Request for Proposal that was not available to the public.

SECTION 2- Standard Proposal Information

2.1 Discussions with Proposers

The County may elect to conduct discussions with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of these discussions will be to clarify and assure Proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably susceptible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revision may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing Proposers.

2.2 Right to Negotiate

After the County's completion of the evaluation process, including any discussions held with participating Proposers during the evaluation process, the County may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the County.

2.3 Failure to Negotiate

If selected Proposers fail to provide the information required to begin negotiations in a timely manner; or if the Proposers fail to negotiate in good faith; or if the Proposers indicate they cannot perform the contract with the budgeted funds available; or if the Proposers and the County after a good faith effort, simply can not come to terms, the County may terminate negotiations with the Proposers.

2.4 Rejection of Proposals

The County reserves the right to reject any and all proposals, to waive any informalities, and to accept or reject any part of a proposal if, in its judgment, the best interests of the County are thereby served.

2.5 Award of Contract

The County shall award a contract to the responsible and responsive Proposers whose proposals are determined to provide the best overall value to the County as to the most favorable in terms of apparent ability to perform effectively and efficiently the human services being procured through this RFP.

SECTION 3 - Standard Contract Information

3.1 Standard Contract Provisions

The County's standard contractual terms and conditions are set forth in Appendix A, General Conditions of Purchase. Reasons for objection to any part of the General Conditions of Purchase must be detailed in the proposal and proposed alternate language provided. Time is of the essence in the award of a contract. Hindrance of the award process due to the extent of a Proposer's proposed modifications may have a negative impact on the County's assessment of that Proposal.

3.2 Proposal as Part of the Contract

Part or all of this Request for Proposal and the successful proposal may, at the discretion of the County, be incorporated into the contract.

3.3 Additional Terms and Conditions

The County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposal and will not affect the proposal evaluations.

3.4 Insurance

The successful Proposer, at its expense shall carry and maintain, in full force at all times during the contract term: General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate (if awarded a contract for the provision of a counseling service). Prior to commencement of performance under the contract, the successful Proposer shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents and employees as additional insureds under the Comprehensive General Liability coverage**, noting the project on the certificate, and providing that no policies may be modified or cancelled without

thirty (30) days advanced written notice to the county. Such certificate shall be issued to: County of Berks, Attn.: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best Rating of “A-VII” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County.

Section 4- Specifications

4.1 Background

The Human Services Development Fund (HSDF) was implemented by the Commonwealth of Pennsylvania beginning in Fiscal Year 1984-1985 in a response to requests by counties for funding that allows more discretion and flexibility to accommodate local needs and priorities within the categorical programs for which counties are responsible. These Categorical Programs include:

- Adult Services (Low Income Adults)
- Aging
- Children and Youth
- Drug and Alcohol
- Homeless Assistance
- Community Based Mental Health and Mental Retardation

Through the HSDF, counties are provided an annual, formula based appropriation. Counties are in turn responsible to plan the utilization of these resources within the Commonwealth’s Guidelines according to their own community’s needs. The HSDF was established under statute through the passage of the Act 1994-78, the Human Services Development Act. Section 5(8) of the Act requires the Department of Public Welfare to report annually to the General Assembly on the expenditures of the fund monies, how they were used, and the categories and numbers of clients served.

Berks County’s Office of Human Services carries out the planning, allocation, monitoring and reporting on the resources it receives through the Human Services Development Fund on behalf of the Board of Commissioners.

4.2 Project Goals and Objectives

The objectives for the use of Human Services Development Fund by the County of Berks are the following:

- Target identified service gaps within existing county categorical programs
- Allocate resources outside of County Government based on community need
- Allocate resources internal and external to government so that maximum service impact for client populations can be achieved
- Coordinate with other community funding resources to avoid duplication of service
- Prioritize the use of services which promote client attainment of self-sufficiency
- Prioritize the use of services which prevent long term problems through early intervention
- Quantify service impact
- Utilize data for continuous quality improvement of service and in planning decisions for future allocation of Human Service Development Funds

4.3 Scope of Service

The total amount of available HSDF funding through the County of Berks that is available for competitive bid is \$600,000, pending State budget approval. Last fiscal year, 21 community providers received HSDF allocations for 18 different types of service. The only services that are eligible for funding under HDSF, as established by the Department of Public Welfare, Office of Social Programs are the following:

- **Categorical Services including these specified populations-** low-income adults, homeless persons, aging and aged persons, drug-addicted and alcohol-addicted persons, persons with mental health problems, persons with mental retardation and/or dependent and delinquent children
- **Service Coordination-** consists of planning and management activities designed to improve the effectiveness of county human services
- **Generic Services-** defined as meeting the needs of two or more client populations (those indicated above under categorical services)
- **Specialized Services-** new services or a combination of services designed to meet the unique needs of a client population that are unmet by the current categorical programs

Under **Categorical Services** there are certain allowable service/cost centers established by the Commonwealth, which are subject to change and updated on an annual basis. If you are proposing a service under a categorical program it must fall into a specified cost center. The current allowable and non-allowable cost centers under each categorical service are the following:

Adult Services

- Adult Day Care
- Adult Placement
- Chore
- Counseling
- Employment
- Home Delivered Meals
- Homemaker
- Housing
- Life Skills Education
- Protective
- Service Planning/Case Management
- Transportation

Aging Services

- Adult Day Care
- Assessments
- Attendant Care
- Care Management
- Congregate Meals
- Counseling
- Employment
- Home Delivered Meals

- Home Support
- Information and Referral
- Overnight Shelter/Supervision
- Personal Assistance Services
- Personal Care
- Protective-Intake/Investigative
- Soc./Rec./Educ./Health Promotion
- Transportation (Passenger)
- Volunteer Services

Non Allowable Cost Centers

- Administration
- Consumer Reimbursement
- Domiciliary Care
- Environmental Modifications
- Guardianship
- Home Health
- Legal Assistance
- Medical Equipment
- Supplies and Adaptive Devices
- Provider Certification
- Ombudsman
- Outreach

Children and Youth Services

- Adoption Services
- Counseling/Intervention
- Day Care
- Day Treatment
- Emergency Placement
- Foster Family Care
- Homemaker
- Information and Referral
- Life Skills Education
- Protective
- Service Planning

Non-Allowable Cost Centers

- Administration
- Adoption Assistance
- Alternative Treatment
- Community Residential
- Juvenile Detention
- Residential
- Secure Residential

Drug and Alcohol Services

- Assistance Programs
- Care Management
- Case Management
- Inpatient Hospital
- Inpatient Non-Hospital
- Other Interventions
- Outpatient
- Outpatient (Intensive)
- Partial Hospitalization
- Transitional Living

Non-Allowable Cost Centers

- Administration
- Alcohol Highway Safety
- Correctional
- Evaluation
- Occupational
- Research
- Support Services
- Training

Homeless Assistance Services- Any allocation of resources for Homeless Assistance under the HSDF occur in conjunction with resources allocated by the County through the Homeless Assistance Program and the Community Development Office.

- Case Management
- Emergency Shelter

Non-Allowable Cost Centers

- Bridge Housing
- Rental Assistance
- PENNFREE Bridge Housing
- Innovative Supportive Housing Services

Mental Health Services

- Adult Developmental Training
- Community Employment Services
- Community Residential Services
- Community Services
- Community Treatment Teams
- Facility Based Vocational Rehabilitation
- Family Support Services
- Intensive Case Management
- MH Crisis Intervention Services
- Outpatient

- Psychiatric Rehabilitation
- Resource Coordination
- Social Rehabilitation Services

Non-Allowable Cost Center

- Administrator's Office
- Administrative Management
- Emergency Services
- Partial Hospitalization
- Psychiatric Inpatient Hospitalization

Mental Retardation Services

- Adult Developmental Training
- Case Management
- Community Employment Services
- Community Residential Services-CLA
- Community Services
- Early Intervention
- Facility Based Vocational Rehabilitation

Non-Allowable Cost Center

- Administrator's Office
- Community Residential Services
- Family Support Services

Service Coordination is defined as planning and management activities designed to improve the effectiveness of county human services. Examples of service coordination activities include:

- Payment for staff and overhead costs of Human Service Councils serving in an advisory capacity
- Specific training or planning functions that span all seven of the categorical programs
- Central recruiting and training of volunteers for human service agencies

Under "**Generic Services**" which is defined as services to meet the needs of two or more client populations as defined by the previously listed categorical programs, eligible services include:

- Adult Day Care
- Adult Placement
- Chore/Home Support
- Counseling
- Employment
- Homemaker
- Information and Referral
- Life Skills Education
- Service Planning/Case Management
- Transportation

Specialized Service is defined as a new service or a combination of services designed to meet the unique needs of a client population that are unmet by a current categorical program. Any proposed specialized service must be approved by the County and the Department of Public Welfare's Office of Social Services.

4.4 Client Eligibility

If the County chooses to use HSDF dollars for any of the allowable services identified above for categorical programs, the following rules apply:

- The client served must meet the eligibility requirements established by the Categorical Program under which the service is provided; and
- The HSDF funded service activities provided must conform to the service definition established by the categorical program for that service

For services to low-income adults, client eligibility must be determined, documented and retained by each contracted provider agency. The specific eligibility requirements can be found in 55 Pa Code, Chapter 2050- Eligibility for Adult Services Funded through the Adult Services Block Grant.

4.5 Prohibitions

The use of HSDF funds under the categorical programs described above are subject to the same prohibitions applied to the specific categorical program. The Human Service Development Fund also prohibits the use of funds for the following:

- The purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility
- The provision of payments to any clients for costs of subsistence or for the provision of room and board
- The provision of payment to clients as a service
- The provision of medical care unless it is an integral but subordinate part of an allowable social service
- Social services provided in and by employees of any hospital, nursing facility or correctional facility to any individual living in such facilities
- The provision of any educational/instructional service which the state and/or local school districts make generally available to residents without cost and without regard to their incomes unless provided as a normal part of one of the categorical programs listed above
- Any program or service, which, under state or federal law or regulation requires license(s) or certification(s) and is operating without such license(s) or certification(s) being valid, current and in effect

Programs and services listed below are also prohibited for HSDF funding:

- Statewide Human Service Programs which the Department of Public Welfare operates directly by contract (Blindness and Visual Services, Child Day Care, Community Services Programs for Persons with Physical Disabilities, Domestic Violence, Family Planning, Alternatives to Abortion, Legal Services, Rape Crisis, Refuge Services and Attendant Care)
- Statewide programs operated by other Pennsylvania Departments (Community Services Block Grant; Womens, Infants and Children's Programs)
- Directly funded federal programs (Head Start, etc.)

Staff travel expenditures included in the cost plan cannot exceed either the actual cost for public transportation or the State mileage reimbursement rate of \$.485 per mile (subject to change) for HSDF-related travel in personal vehicles.

4.6 Encumbrances

Funds may not be encumbered out of a current year grant for costs anticipated to be incurred in a succeeding year or which have been paid in a prior year.

4.7 Cost Sharing

The sharing of service costs between clients and county HSDF funded agencies is allowable through the collection of either donations or fees. Fees are considered to be established payments, which are required from all clients who receive service. These payments are derived from an established fee schedule, which is applied uniformly.

When donations and fees are received from HSDF funded clients receiving allowable services within the Aging, Children and Youth, Drug and Alcohol, Homeless Assistance, Mental Health and Mental Retardation Program, the prevailing laws, regulations or policies of those categorical program shall apply to the collection and use of fees.

Donations or fees received from HSDF funded clients receiving services to Low Income Adults or Generic Services must meet the requirements established in 55 Pa Code, Chapter 2050, Section 22, Financial Eligibility.

4.8 Required Reporting

All awardees are required to submit, at a minimum, quarterly information on units of service provided, number of clients served and cost of service for the period. This information is due by the 10th day following the end of the previous quarter. This required information is subject to amendment in accordance with any changes implemented by the Pennsylvania Department of Welfare's Office of Social Programs. In addition, all Proposers are asked to identify service outcomes and indicators that will be used for measurement of service impact throughout the fiscal year. Awardees must submit outcomes information, at a minimum, on a biannual basis. The collection dates for this information will be 30 days following the completions of the second and fourth quarters.

SECTION 5- Proposal Format and Content

5.1 Proposal Format and Content

The County discourages overly lengthy and costly proposals; however, in order for the County to evaluate proposals fairly and competently, Proposers should follow the format set out herein and provide all the information requested.

Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the principal officer of the corporation. The proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

APPENDIX A - GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS AND HEADINGS:

(a) The Request for Proposal, the proposal, the notification of award, and the purchase order or contract constitutes the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "County" or "County of Berks" and "Consultant" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the services to be performed by Consultant under this Agreement. The "Goods" means the equipment or items to be supplied by Consultant under this Agreement.

(b) All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

2. **PRECEDENCE:** The terms of these General Conditions, any additional Special Conditions, and any terms and conditions contained in a purchase order or contract supersede any printed or typed conditions forming a part of Consultant's proposal. The General Conditions, Special Conditions, and specifications contained in this Request for Proposal, and, if applicable, the purchase order/contract conditions cannot be waived, altered or modified except by written agreement of the parties. Where conflict exists between the Request for Proposal, notification of award, and purchase order or contract, the more demanding requirements shall apply.
3. **TAXES:** The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County's registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a construction Consultant from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of its construction contract. If the County is required by law to pay any excise tax and then seek a refund or credit, the Consultant may add the amount of the tax to the bid price as a separate item.
4. **WARRANTY:** Consultant warrants to the County that the Goods and Services furnished under this Agreement, whether manufactured or fabricated by Consultant or others, shall be (a) new (unless the County has approved otherwise) and strictly conform to the specifications, drawings, samples or descriptions referred to herein or provided by the County to Consultant, and (b) free from defects in materials and workmanship. All work performed shall be done in a skilled manner and shall comply with industry standards. Consultant shall promptly repair or replace Goods and re-perform Services, after receiving notification from the County of defects or nonconformance. Goods manufactured or Services provided by a third party and supplied by Consultant shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance, or payment.
5. **INSPECTION AND REJECTION:** Goods received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Goods which are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Consultant shall remove rejected Goods from the premises without expense to the County. Rejected Goods not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods as its own property and shall retain that portion of the proceeds of any sale which represents the County's costs and expenses in regard to the storage and sale of the Goods. Upon notification of rejection, the Consultant shall immediately replace all such rejected Goods with others conforming to the specifications and which are not defective. If the Consultant fails, neglects or refuses to do so, the County shall then have the right to purchase in the open market a corresponding quantity of such Goods, and deduct from any monies due or that may thereafter become due to the Consultant, the difference between the price stated and the actual cost thereof to the County. If the amount due the Consultant is insufficient to meet such expenses, the Consultant shall be liable for the excess and the County may proceed against the Consultant through appropriate legal action.
6. **PATENTS, COPYRIGHTS, TRADEMARKS:** Consultant warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark, and Consultant agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of the Goods.
7. **INDEMNITY:** Consultant agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Consultant, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of this Agreement.
8. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.
9. **TERMINATION FOR CONVENIENCE:** The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Consultant. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Consultant shall be compensated for Goods accepted and for Services performed in accordance with the provisions of this

APPENDIX A - GENERAL CONDITIONS OF PURCHASE

Agreement up to the effective date of termination, less any payments previously made by the County for such Goods or Services, but in no event shall Consultant be entitled to recover loss of profits.

10. **TERMINATION FOR CAUSE:** In the event that either the Consultant or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
If, during the term of this Agreement, Consultant shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Consultant shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Consultant.
11. **NOTICES:** All notices required under this Agreement shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in this Agreement.
12. **CHANGES:** The County shall have the right to make changes to the scope of work set forth in this Agreement. If such changes affect the price or delivery date specified herein, Seller shall, before proceeding, secure approval, in writing, of any change in price or date of delivery.
13. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Consultant with any loss of additional cost incurred.
14. **RECORDS, AUDIT AND INSPECTION:** Consultant shall maintain such records as may be necessary to adequately reflect the accuracy of Consultant's charges and invoices for reimbursement under the Agreement and such other additional records as the County may reasonably require in connection with the Agreement. Consultant shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefore. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Consultant in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Consultant's normal business hours, Consultant's production and related facilities utilized to perform its obligations under the Agreement.
15. **RELEASE OF LIENS:** Before any payment hereunder shall become due, the County, at its option, may require Consultant to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Consultant's performance hereunder. Prior to payment, the County reserves the right to require Consultant to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Consultant agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Consultant's performance of this Agreement.
16. **ASSIGNMENT:** Consultant shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Consultant and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
17. **PUBLICITY:** Neither Consultant nor any tier subcontractor shall use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.
18. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, Consultant shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity. Consultant shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Consultant shall give required notices, and secure and pay for temporary permits, licenses, and easements required for performance of this Agreement.
19. **INDEPENDENT CONSULTANT:** The employees, subcontractor, methods, facilities, and equipment used by Consultant shall be at all times under Consultant's direction and control. Consultant's relationship to the County under this Agreement shall be that of an independent Consultant, and nothing in this Agreement shall be construed to constitute Consultant, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.
20. **HAZARDOUS MATERIALS:** In the performance of this Agreement, any hazardous material handled by Consultant while on the County's property shall be strictly controlled by Consultant as to use and disposal. Storage and use of and personal protection in handling such materials must comply with the instructions on the applicable Material Safety Data Sheet(s).

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21. **ORDERLINESS & CLEANUP:** In the event Consultant provides any on-site Service under this Agreement, the Consultant shall keep the site free of waste as the work progresses and, on completion of Service, leave the site “broom clean”. In case of dispute, the County may remove waste at Consultant’s expense. In order to comply with the County’s requirement for overall job physical orderliness, Consultant’s tools, equipment, and materials furnished for or associated with the Service shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss. Equipment placement and material storage shall be at locations approved by the County.
22. **SAFETY & HEALTH:** Consultant shall:
- (a) comply with all federal, state, and local regulations, and all safety information and instructions as may be set forth in writing or otherwise provided by the County;
 - (b) promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases, and any situation requiring first-aid or medical observations or treatment;
 - (c) promptly report to the County all cases Consultant determines to be recordable on the OSHA 200 log or its equivalent and, upon request, provide the County with a copy of the OSHA 200 log and all supporting forms; and
 - (d) properly maintain, inspect, and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Consultant’s right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Consultant shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area.
23. **SUBSTANCE ABUSE:** Consultant shall advise its employees and the employees of its subcontractors and agents that:
- (a) It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
 - (b) Any employee of Consultant who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.
24. **GOVERNING LAW:** This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision.
25. **CONSULTANT CERTIFICATION:** Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government, and if the Consultant cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.
- If the Consultant enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof, the County shall have the right to require the Consultant to terminate such subcontracts or employment, at no cost to the County. The Consultant agrees to reimburse the County for costs and expenses incurred due to the Consultant’s noncompliance with the terms of this certification requirement.
- The Consultant may obtain the current list of suspended and debarred Consultants by contacting the:
- Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
26. **SEVERABILITY:** The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.
27. **RESERVATION OF RIGHTS:** Either party’s waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party’s rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of the Agreement pursuant to the Articles herein entitled **TERMINATION FOR CONVENIENCE** and **TERMINATION FOR CAUSE**, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.
28. **ENTIRE AGREEMENT:** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed by a duly authorized official of the County and by a duly authorized individual of the Consultant.

---- END OF GENERAL CONDITIONS -