

COUNTY COMMISSIONERS' WORK SESSION AGENDA
TUESDAY, MAY 17, 2016

9:00 A.M.:

EXECUTIVE SESSION:

Christina Hausner, County Solicitor

10:00 A.M.:

PUBLIC SESSION:

Approval of March 29, 2016 Work Session Minutes, April 12, 2016 Work Session Minutes and May 3, 2016 Work Session Minutes. Postpone approval of May 10, 2016 Work Session Minutes.

Announcement:

The County of Lancaster will conduct public hearings to discuss the County's proposed Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017 on the following dates:

Wednesday, June 8, 2016 at 6:00 p.m., Public Safety Training Center, 101 Champ Boulevard, Manheim;

Monday, June 13, 2016 at 3:00 p.m., Room 701, 150 North Queen Street, Lancaster;

Wednesday, June 29, 2016 at 9:15 a.m. during the County Commissioners' Meeting, Room 701, 150 North Queen Street, Lancaster, at which time the Board of Commissioners will consider the adoption of the Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017.

The block grant encompasses mental health and intellectual disabilities base funds, Act 152 drug and alcohol funds, behavioral health services initiative funds, Human Services Development Fund, child welfare special grants and homeless assistance funding.

Public participation is invited.

10:00 a.m.

Lawrence George, Executive Director, or Judy Erb, Deputy Director of Administration, Behavioral Health/Developmental Services – Agreements (please refer to motion on tomorrow's agenda)

10:05 a.m.

Linda Schreiner, Senior Buyer, Purchasing; Harry Klinger, Director, Purchasing; and Charles Douts, Director, Facilities Management – Approval to Proceed with the Statement of Interest Process for the Selection of County Engineers (please refer to Resolution No. 45 of 2016 on tomorrow's agenda)

Other Discussion Items:

1. Appointments/Reappointments to County Boards
2. May 18, 2016 Commissioners' Meeting Agenda

Adjourn

REQUEST SUMMARY
 ITEMS FOR COMMISSIONERS' AGENDA ON MAY 17, 2016
 FROM

LANCASTER COUNTY BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

ITEM #	UNIT	NAME OF CONTRACT PROVIDER	TERM	BUDGET AMOUNT BEING REQUESTED	PERCENT OF INCREASE/ DECREASE	GOALS (Define goals by percentages when applicable)	TRENDS
1	ID	Community Behavioral HealthCare Network of Pennsylvania dba Perform Care	07/01/16 – 06/30/17	\$306,665.00	0.00% Increase	During 2016/2017 communication regarding individuals receiving funds from Lancaster County Developmental Services will continue to improve. The communication includes billing, quick responses to inquiries and periodic phone conferences.	Community Behavioral HealthCare Network of Pennsylvania dba PerformCare provides Payment Agent and Fiscal Management Services (FMS) to individuals in the Intellectual Disability system.
2	MH /ID/ EI	Tidgewell Associates, Inc.	07/01/15 – 06/30/16	\$95,100.00	6.55% Increase	N/A	Tidgewell Associates, Inc. is the software developer that provides maintenance and support to the Lancaster United Information System (LUIS) database.

**COVER SHEET FOR
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

Submitted by: Name and Title: Lawrence M. George, Executive Director
 Department: Lancaster County Behavioral Health/Developmental Services
 Date: 5/10/16

Board Action Requested:
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.) Service Agreement Contract – Fiscal Year 2016 / 2017

Provider Information: (Name, Address):
Community Behavioral Healthcare Network of Pennsylvania
dba PerformCare
8040 Carlson Road
Harrisburg, PA 17112

Proposed Program Budget Information:

Service	2016-2017 Amount to be Approved	2015-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Fiscal Management Services	\$306,665.00	\$306,665.00	\$0.00	0.00%	HSBG (ID) Funding

Term of Contract: 07/01/2016 to 06/30/2017

Budget Comments:
Payment is based upon the availability of funding. The contracted amount may need to be adjusted based upon the final allocation received by Lancaster County Intellectual Disabilities. Mileage will be reimbursed at the prevailing US General Services Administration (GSA) rate; currently \$0.54 effective 01/01/16.

Program Information: Community Behavioral Healthcare Network Of Pennsylvania, dba PerformCare,

Description of Service: provides Payment Agent and Fiscal Management Services (FMS).

Date you would like the County Commissioners' to take official action on this item?: 5/17/16

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:
Lawrence M. George or Judy Erb
BH/DS Executive Director BH/DS Deputy Director of Administration

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:
Lawrence M. George or Judy Erb
BH/DS Executive Director BH/DS Deputy Director of Administration

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting.

**COVER SHEET FOR
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

Submitted by: Name and Title: Lawrence M. George, Executive Director
 Department: Lancaster County Behavioral Health/Developmental Services
 Date: 5/10/16

Board Action Requested:
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)
Service Agreement Contract – Fiscal Year 2015 / 2016

Provider Information: (Name, Address):
Tidgewell Associates, Inc.
37 Thurber Boulevard, Suite 108
Smithfield, RI 02917

Proposed Program Budget Information:

Service	2015-2016 Amount to be Approved	2014-2015 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
LUIS Support & Maintenance	\$95,100.00	\$89,256.00	+\$5,844.00	+6.55%	HSBG (State) and EI Base (State)

Term of Contract: 07/01/2015 to 06/30/2016

Budget Comments: _____

Program Information: BH/DS will pay the general maintenance and support and new development/enhancement costs in one lump sum as soon as the contract is executed

Description of Service: Tidgewell Associates, Inc. is the software developer that provides maintenance and support for the LUIS database.

Date you would like the County Commissioners' to take official action on this item?: 5/17/16

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:
Lawrence M. George or Judy Erb
BH/DS Executive Director or BH/DS Deputy Director of Administration

Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:
Lawrence M. George or Judy Erb
BH/DS Executive Director or BH/DS Deputy Director of Administration

This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting.

RESOLUTION NO. 45 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, The Purchasing Department, on behalf of the Board of Commissioners and Facilities Management Department, is seeking approval to proceed with the Statement of Interest process for the selection of two County Engineers; and

WHEREAS, The Purchasing Department is recommending the selection of two County Engineers which will remove any conflict of interest between design and inspection concerns and allow for cost control. In addition, it is recommended that the County Engineers not only be engaged for bridge and NBIS bridge inspection, but also traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and inspection in accordance with PennDOT publication 10A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, to authorize approval to proceed with the Statement of Interest process for the selection of two County Engineers as presented by the Purchasing Department.

BE IT FURTHER RESOLVED to approve an "Agreement to Authorize Electronic Access to PennDOT Systems" with the Pennsylvania Department of Transportation, Bureau of Project Delivery, for the Engineering and Construction Management System in compliance with current versions of Right to Know Law; Contractor Integrity Provisions; Americans with Disabilities Act; Contractor Responsibility Provisions; Nondiscrimination/ Sexual Harassment Clause; and Offset Provisions.

BE IT FURTHER RESOLVED to adopt PennDOT's "Policy and Procedure for Consultant Selection" Document as per Publication 93.

BE IT FURTHER RESOLVED to appoint a Selection Committee, as recommended by the Purchasing Department, comprised of five members as follows: a. County 's Chief Clerk or Designee; b. County's Solicitor or Designee; c. County's Director of Facilities Management or Designee; d. County's Planning Commission Executive Director or Designee; and e. Board of Commissioners' Public Representative.

BE IT FURTHER RESOLVED to approve the Selection Committee's purpose of reviewing all submitted Statements of Interest and ranking of the top three firms for consideration by the Board of Commissioners. The top three firms will be required to present their Statements of Interests at a public Commissioners' Meeting.

BE IT FURTHER RESOLVED that the Board of Commissioners will select the two firms to be submitted to PennDOT for approval. Upon approval by PennDOT, separate contracts will be negotiated directly by the County of Lancaster for general County Engineer services.

5/18/16

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

COVER SHEET FOR
CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.

Submitted by: Name and Title: Linda Schreiner, Senior Buyer
 Department: Purchasing
 Date: May 10, 2016

Board Action Requested:

(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Approval to Proceed – Statement of Interest for County Engineer

Provider Information: (Name, Address):

Proposed Program Budget Information:

Service	2016-17 Amount to be Approved	2015-2016 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)

Term of Contract: Tentative Term: no more than five (5) years effective November 1, 2016

Budget Comments: _____

Program Information:

Description of Service:

Purchasing, on behalf of the Board of Commissioners and Facilities Management, is seeking approval to proceed with the issuance of a Statement of Interest for two (2) County Engineers.

In order to remain transparent in this process, we would like to present the proposed policy and procedure for the appointment of a County Engineer as outlined by PennDot. Attached to the work session request, you will find the following documents; Agreement to Authorize Electronic Access to PennDOT Systems, Form 7A - PennDOT policy and procedure consultant selection document, Publication 93 Diagram C "Modified Selection Procedures", Publication 93 Diagram E "Assigning a Project to the Municipal Engineer", proposed project timeline, Engineering and Construction Management System (ECMS) advertisement of the Statement of Interest, LNP newspaper advertisement of the Statement of Interest, the selection committee evaluation form and the selection committee member signoff form.

The PennDOT process for the selection of a "municipal engineer" is used when either there is not adequate internal engineering staff to support a project or there is no engineering staff within a municipality. Form 7A – PennDOT policy and procedure consultant selection document outlines the process for selecting a municipal engineer. These procedures must be followed to ensure we are in compliance in order to receive any future funds for federal-aid highway projects. In an effort to remain transparent, we would like to note that the PennDOT process also addresses conflict of interest and code of conduct as it relates to the selection committee participants. Discussions regarding conflict of interest and code of conduct were had with the Solicitor and the Chief Clerk. As a result of these discussions, it was determined that conflict of interest and code of conduct are covered as part of the County Code – Section A6 & A7 and the State Campaign Finance Reporting requirements and as such selection committee members, inclusive of the Board of Commissioners, will be able to appropriately sign the selection committee member signoff form as part of this process.

While the procedural document suggests the selection of one municipal engineer, we are recommending the selection of two (2) County Engineers. The selection of two (2) County Engineers will remove any conflict of interest between design and inspection concerns, as well as allowing for cost control. In addition to the selection of two (2) County Engineers, we are recommending the engineers not only be engaged for bridge and NBIS bridge inspection but also traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and inspection in accordance with PennDOT publication 10A.

We are recommending a selection committee comprised of five (5) members, as follows; a. County's Chief Clerk or designee, b. County's Solicitor or designee, c. County's Director of Facilities Management or designee, d. County's Planning Commission Director or designee and e. Board of Commissioners' approved Public Representative. The selection committee process will be overseen by the Purchasing department. The selection committee will review all submitted Statements of Interest (SOI). SOI's will be ranked and the top three (3) firms will be submitted to the Board of Commissioners for consideration. The top three (3) firms will be required to make a presentation of their SOI at a public Board of Commissioners meeting. The Board of Commissioners will then select the two (2) firms to be submitted to PennDOT for approval. Upon approval from PennDOT, a separate contract will be negotiated directly by the County of Lancaster for general County Engineer services, which shall not require the approval or signature of PennDOT.

Complete sections pertaining to bid awards and Request for Proposals:

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

Complete Sections Pertaining to Construction Projects:

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

Date you would like the County Commissioners'

To take official action on this item?:

May 18, 2016

Who will be in attendance at the County Commissioners' Work Session? Please include name and title:

Linda Schreiner, Senior Buyer
Harry Klinger, Director of Purchasing
Charlie Douts, Director of Facilities Management

Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:

Linda Schreiner, Senior Buyer
Harry Klinger, Director of Purchasing
Charlie Douts, Director of Facilities Management

REQUEST for STATEMENTS of INTEREST
for
COUNTY ENGINEER
Lancaster, Pennsylvania
#16-005

Lancaster County, Pennsylvania seeks to retain the services of two (2) qualified County Engineers. The selection of the County Engineers will be valid for no more than five (5) years. The firms must be a PennDOT qualified consultant and must be a registered ECMS Business Partner as of the date of this advertisement.

Lancaster County will establish, in order of ranking, a minimum of three (3) firms for the purpose of negotiating retainer agreements based on the County's evaluation of the Statements of Interest received in response to this solicitation. The final ranking will be established directly from the Statements of Interest. The County reserves the right to interview the top (3) firms prior to final selection. Upon PennDOT's approval of selected County Engineers, technical proposals shall be requested for County of Lancaster bridge projects as defined in Publication 93 – Diagram E. A separate contract will be negotiated directly by the County of Lancaster for general County Engineer services, which shall not require the approval or signature of PennDOT.

I. Background

Lancaster County, known as the *Garden Spot of America* or *Pennsylvania Dutch Country*, is a county located in the south central part of the Commonwealth of Pennsylvania, in the United States. With an estimated 2015 population of 535,000, Lancaster County forms the Lancaster Metropolitan Statistical Area (MSA), the 99th largest of 361 MSA's in the U.S. The City of Lancaster is the county seat.

Lancaster County currently owns and maintains sixty-four (64) highway bridges, sixty-one (61) of which are open to vehicular traffic and three (3) that have been closed (indefinitely) for safety reasons. Twenty (20) of the sixty-four (64) bridges are covered bridges. The bridges are spread throughout the County and range in age from one (1) to over one hundred fifty (150) years old for some of the covered wooden spans.

History of the Bridge Capital Improvement Program

The County in 2009 prepared and adopted a prioritized bridge rehabilitation and replacement program, which has been reviewed and presented to the Board of Commissioners at a public meeting annually since its inception, that included a formal program for eliminating structurally deficient bridges that are lightly travelled and have a reasonable detour route around the removed bridge, a first of its kind for Pennsylvania County. The County has forty-four (44) standard bridges that are not covered bridges, mostly concrete and steel truss bridges. In 2009, thirty-three (33) of the forty-four (44) bridges (75%) were structurally deficient with twenty-four (24) of those bridges with posted weight restrictions. By the end of 2014, after six (6) bridge replacements, now twenty-seven (27) of forty-four (44) are currently deficient (61%) with eighteen (18) of those bridges with posted weight restrictions.

The County has nine (9) bridges that are "Elimination Candidates". All nine (9) bridges are structurally efficient, three (3) bridges are planned to be eliminated in 2016 and two (2) in 2017. Removing these bridges from the future inventory reduces the County to thirty-five (35) standard bridges and eighteen (18) bridges still remaining classified as structurally deficient (51%).

By the end of 2018, five (5) more standard bridges will be replaced, thereby dropping, after removing the elimination candidates, the structurally deficient bridges to thirteen (13) total (37%).

II. Professional Services Required

The responsibilities of the selected firms may include, but are not limited to, managing a bridge capital improvement program, roadway and bridge design, NBIS bridge inspection, traffic design and studies, transportation planning, land planning and management, urban planning, right-of-way acquisition services, environmental studies, storm water modeling and design, hydraulics and hydrology, survey, plan review services, bidding services, construction management and inspection in accordance with PennDOT publication 10A. Not all of these duties will necessarily be assigned to the primary County Engineer for each project; for instance, if the one County Engineer is tasked with bridge design, inspection of that bridge will most likely be tasked out to the other County Engineer. Interested firms must demonstrate knowledge and experience with the above mentioned tasks. Additionally, knowledge and experience with municipal zoning, subdivision and land development process, storm water management, construction and contract administration, structural engineering for buildings and general environmental regulatory compliance shall also be demonstrated. The selected firms shall have at least one (1) bridge inspection team consisting of two (2) persons available for emergency mobilization twenty-four (24) hours per day, seven (7) days per week. At least one (1) person on emergency mobilization team shall be a registered professional engineer with a license to practice in the Commonwealth. Emergency mobilization will be authorized on an as-needed basis for situations including accidents, water damage, acts of God, etc. The emergency mobilization team must be able to reach any point within the confines of Lancaster County within two (2) hours of the initial notification regardless of the time of day.

For federally funded agreements assigned to County Engineer exceeding \$100,000, there may be a DBE goal requirement.

III. Evaluation Criteria

The County will use a modified selection process in their determination for professional engineering services. The method of procurement will be competitive negotiations.

The following factors, listed in order of importance, will be considered by the County during the evaluation of the Statements of Interest:

Selection Criteria (In order of Importance)

- Past record of performance with respect to work quality, quality assurance program, ability to meet schedules on Lancaster County, PennDOT and FHWA projects
- Qualifications of project manager, key staff and depth of personnel
- Specialized skills, technical competencies, experiences from past projects and innovative problem-solving techniques the project manager will utilize to assemble the project team to provide full County engineering services
- How will the team ensure that project schedules will be adhered to and how will the team communicate with the County on a continuing basis during the appointment?
- The team's commitment to quality control and how the team will produce project deliverables including final plans and reports of the highest quality in a timely manner

The Statement of Interest (SOI) document will be a single bound document that must include the following:

- A cover letter containing the signature of the individual who is authorized to bind the responder to the terms of this proposal.
- Contact information including the name, address, phone number and email address of the responder, the name and contact information, name address, phone number and email address, of the individual responsible for the preparation of the statement of Interest and the name of principal professional that will be assigned to the County.
- An SOI document shall not exceed ten (10) pages in length, typed using 12 pt font size or larger, single spaced.
- An organizational depth chart including office location of key personnel.
- A maximum of five (5) resumes. Each resume should not be more than two (2) pages in length.
- Proof of insurance based on the following requirements:

Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability/Hold Harmless Coverage):

- \$2,000,000 General Aggregate
- \$2,000,000 Products Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 5,000 Medical Expense (any one person)

Products and Completed Operations insurance to be maintained for one (1) year after final payment, and the selected County Engineer will continue to provide evidence of such coverage to the County on an annual basis during that period.

Property Damage Liability insurance will include coverage for the following hazards, as applicable:

- X (Explosion)
- C (Collapse)
- U (Underground)

Auto Liability:

Bodily Injury: \$1,000,000 Each Person
 \$2,000,000 Each Occurrence

Property Damage: \$1,000,000 Each Occurrence
 \$2,000,000 Combined Single Limit

Workers' Compensation: Statutory

Employers Liability: Bodily Injury by Accident \$100,000.00 Each Accident
 Bodily Injury by Disease \$100,000.00 Each Employee
 Bodily Injury by Disease \$500,000.00 Policy Limit

Umbrella Liability: \$10,000,000

Professional Liability \$10,000,000

The County of Lancaster is to be named as an additional insured on all Commercial General Liability and Umbrella Liability coverage, and certificates of insurance must be provided reflecting the above-noted coverage. Insurance must be placed with a company licensed in Pennsylvania with a rating of "A-" or higher.

Firms submitting an SOI that does not comply with the above requirements will not be considered. Small firms, DBE firms and other firms that have not previously performed work for the County are encouraged to submit an SOI.

The County will not consider SOI's that include the firm's costs as a factor for consideration. Examples of cost factors are: the inclusion by the consultant of a reference to the firm's low overhead rate or no charge for use of other direct costs. A reference to any factors would disqualify the SOI.

An appointment will be made to two (2) of the firms that submitted an SOI that meets all of the criteria outlined in this request for SOI's and the County's evaluation of the firm's qualifications and capabilities. The County reserves the right to reject all SOI's submitted, to cancel the solicitation request under this notice, and/or re-advertise an SOI solicitation for this professional service.

To be considered, ONE (1) "ORIGINAL" Statement of Interest and SIX (6) sets of the SOI marked as "COPY", and ONE (1) complete electronic PDF copy on CD (or other generally accepted media), should be delivered or mailed to the Purchasing Office, Lancaster County Government Center, 150 North Queen Street, Suite 712, Lancaster, PA 17603 to arrive no later than 3:00 P.M., Thursday, July 14, 2016. Please place "Statement of Interest for COUNTY ENGINEER – COUNTY OF LANCASTER (16-005)" on the outside of the sealed, opaque envelope presented to the Senior Buyer. The opening will consist only of name and address recording of responders. Firms submitting a Statement of Interest document that does not comply with the above requirements will not be considered.

Questions or further clarification regarding this solicitation can be made to the County's Senior Buyer via email only at lschreiner@co.lancaster.pa.us

Greetings Audrey:

Please place the following Statement of Interest advertisement on the dates noted. Thank you.

LANCASTER COUNTY

Statements of Interest will be received by the Director of Purchasing, Lancaster County Government Center, 150 North Queen Street, Suite 712, Lancaster, PA 17603 until 3:00 PM of Thursday, July 14, 2016 to perform professional engineering services as one of two Appointed County Engineers. The appointment will involve but is not limited to engineering, design, and construction services. The Statement of Interest qualifications request may be obtained from the PennDOT ECMS website at ECMS_Local_Advertisements@pa.gov

COUNTY OF LANCASTER, PENNSYLVANIA

Advertise in the Lancaster Intelligencer Journal/New Era on:

Thursday, June 2, 2016

Tuesday, June 7, 2016

Send invoice and publication to:

*
Lancaster County Purchasing Office
150 N. Queen Street - Suite 712
Lancaster, PA 17603

SOI Selection Committee instructions/signoff

Selection Committee Members Responsibilities and Duties:

Responsibilities

Serving as a member of a Selection Committee means that you will be entrusted with a great deal of responsibility on behalf of the County to conscientiously evaluate the submitted statements of interest within the guidelines identified below. Selection Committee members are frequently required to devote considerable time in reading statements of interest, making site visits to places of business, meeting to discuss statements of interest with other evaluators, and attending oral presentations. Acceptance of an invitation to serve on a Selection Committee should be construed as a commitment, within reasonable limits, to expend the time necessary to complete the entire selection process and to perform a thorough and impartial selection.

The following are responsibilities of each committee member for the duration of the process.

To render a fair and impartial selection based exclusively upon:

The selection criteria contained in the SOI,
The contents of the Respondent's statement of interest,
Information gained from clarification of statements of interest,
Oral presentations,
Discussions with Respondents,
Checking sources of reference.

In addition the committee member will:

Perform the selection to the best of your ability without prejudice or bias.
Have no conflicts of interest.
Maintain the integrity of the procurement and selection process.

Duties

Duties of committee members include, but are not limited to the following:

- 1) Attend all meetings of the committee. At the first committee meeting a timeline is typically established for the entire selection. This should include the number and dates of future meetings, if oral presentations will be held and if so when, and where the meetings will take place. It is the responsibility of the individual members to arrange their work schedules to allow for full and complete participation.
- 2) Read the SOI and acquaint yourself with the nature of the requested services or equipment.

- 3) Each committee member shall read all statements of interest received and make appropriate notations directly on the selection forms provided, not on the statements of interest. These selection forms, with your written comments, become a permanent part of the documentation of this procurement. In some instances these forms with evaluator's notes may be made available to a protesting Respondent or its Attorney. Therefore, notes should be factual, non-inflammatory and should contain neither offensive nor inappropriate remarks. Any questions should be directed to the selection facilitator.
- 4) Notes are to be consistent with the final overall ranking of all Respondents. There should be a note for each significant area in which a Respondent is either weak or strong. Frequently, a new selection form will be provided after oral discussions, and/or revised submissions. Although each set of selection forms is retained in the permanent procurement file, only the final one should be used for the final selection and ranking.
- 5) Clearly identify deficiencies/problems with each statements of interest. Vendors responding to an SOI whose statements of interest are deemed to be reasonably susceptible of being selected for award of the contract, or potentially so, typically will be informed of problem areas identified by the committee and given an opportunity to resolve them.
- 6) Be prepared to openly discuss your findings on each statement of Interest at the scheduled selection committee meetings. Also, freely discuss factors that might influence your selection, such as previous experience with a Respondent or other unique aspects of your background or frame of reference. Seek clarification from the selection facilitator on whether factors that influenced you are proper to use or might be inappropriate.
- 7) During the committee meetings, decide how many references will be checked, who will check which references (reference checking can be divided among the committee members), and what uniform questions will be asked.
- 8) Attend all oral presentations from all Respondents (duration of oral presentations is pre-determined by the committee). Formulate questions regarding parts of statements of interest needing explanation or clarifications, and/or comments regarding those sections of a statements of interest that are regarded as having deficiencies or weaknesses that could be cured.
- 9) The committee must determine if a technical and/or financial best and final offer (BAFO) is appropriate, the format used and whether more than one Respondent will receive a (BAFO).

**CERTIFICATION OF IMPARTIALITY
FOR MEMBERS OF SELECTION COMMITTEE**

I, _____, agree to serve on a committee appointed for the purpose of evaluating statements of interest for:

COUNTY ENGINEER

In accepting this appointment, I acknowledge that I have read and understand the contents of the Instructions for Selection Committee Members, and I hereby affirm that I will perform selections in a fair and impartial manner, on the basis of the criteria listed in the SOI and the specific submissions of each Respondent, without any conflict of interest, bias or prejudice. By signing this form I am certifying that neither I nor any members of my immediate family have a potential conflict of interest in any of the submitted firms. Further, I affirm that I will hold all information pertaining to the selection process in strict confidence, agreeing to direct any and all inquiries to the Selection Facilitator.

Signature

Date



Agreement No: _____
Federal ID No.: 23-6003055
User ID Code: _____

**AGREEMENT TO AUTHORIZE
ELECTRONIC ACCESS TO PENNDOT SYSTEMS
(POLITICAL SUBDIVISIONS)**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 18th day of May, 2016, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

COUNTY of LANCASTER, PA
(NAME OF APPLICANT)

150 North Queen Street - Suite 712 Lancaster, PA 17603
(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

717.299.8258
(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the current versions of the following:
- Right to Know Law, attached as Exhibit A
 - Contractor Integrity Provisions, attached as Exhibit B
 - Americans with Disabilities Act, attached as Exhibit C
 - Contractor Responsibility Provisions, attached as Exhibit D
 - Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
 - Offset Provision, attached as Exhibit F
8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

County of Lancaster, PA
(Print APPLICANT'S Name)

BY:

(Signature) (Date)
Robert T. Still
Print Name
Chief Clerk
(Title)

(Signature) (Date)
Dennis P. Stuckey
Print Name
Chairman, County of Lancaster Board of Commissioners
(Title)

(Signature) (Date)
Joshua G. Parsons
Print Name
Vice-Chairman, County of Lancaster Board of Commissioners
(Title)

(Signature) (Date)
Craig E. Lehman
Print Name
Commissioner, County of Lancaster Board of Commissioners
(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPARTMENT Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY: _____
Chief Counsel DATE

Preapproved form:
OGC No. 18-FA-28.0
Approved OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:
System Registration
PA Department of Transportation
Bureau of Project Delivery, Systems Management Section
P.O. Box 3662
Harrisburg, PA 17105-3662

Exhibit A: Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (RTKL) applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Revised July 2, 2012

Exhibit E: Contractor Integrity Provisions

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

7. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
8. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit C: Provisions Concerning The Americans With Disabilities Act

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

Exhibit D: Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth if its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9136

Exhibit E: Nondiscrimination/Sexual Harassment Clause [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F: Offset Provision

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

POLICY AND PROCEDURE FOR CONSULTANT SELECTION

The following procedures have been adopted by the County of Lancaster, PA as authorized by action of the Board of Commissioners on May 18, 2016. These procedures shall be used for the orderly determination of the need to use consulting engineering firms, qualification and selection of firms, and general administration and monitoring of the engineering agreements.

An advertisement including the DBE Goal Request will be submitted in ECMS to PennDOT's Contract Management Section. Advertising the request for statements of interest from consulting firms interested in performing the required engineering services is governed by municipal Home Rule Charters, codes or statutes. The advertisement may need to appear in at least one newspaper of general circulation.

The advertisement will include the following information:

- a) Location and brief description of the required engineering services.
- b) Indication of the method of procurement as competitive negotiations;
- c) A statement that the County of Lancaster encourages responses from small firms, minority firms, and firms who have not previously performed work for the County of Lancaster.
- d) The Disadvantaged Business Enterprise Goal, if any. Or nondiscrimination provisions to encourage the prime to notify DBE subconsultants of contracting opportunities associated with the agreement and solicit their participation; if DBE Goals are not required for the agreement.
- e) A statement that indicates whether the modified or normal selection method will be used.
- f) A list, in order of importance, of the selection criteria against which the statements of interest will be reviewed.
- g) A requirement that responding consultants must be registered business partners in ECMS with their qualification packages submitted prior to the submission of the SOI.
- h) Contact information for project discussions.
- i) Cut-off time for response to the advertisement (minimum of two weeks).

Note: For a Municipal Engineer advertisement, the Municipality has the option of submitting their advertisements for approval electronically in ECMS or by email, for newspaper advertising, as required by their Home Rules Charters, and for publishing paper advertisements in ECMS to ECMS Local Advertisements@pa.gov.

Three consultants will be selected from those consultants who submit statements of interest. A qualification selection committee, consisting of a minimum of three people:

- a. County's Chief Clerk or designee, b. County's Solicitor or designee, c. County's Director of Facilities Management or designee, d. County's Planning Commission Director or designee and e. Board of Commissioners' approved Public Representative

shall review the qualifications of consultants who submit statements of interest as well as their responsiveness to the requirements of the advertisement. The committee shall submit the top three (3) ranked firms to the County's Board of Commissioners for consideration. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendation.

For selecting a consultant to perform bridge inspection, construction Inspection agreements, or noncomplex or selected moderately complex projects as defined in DM1, or for selecting a consultants as County Engineer(s) a modified process may be used, and a ranking will be determined based on a review of the statements of interest.

For all other Agreements the normal selection method will be used. The Board of Commissioners shall review the recommendations of the qualification committee. The three (3) committee-recommended firms will be required to make a presentation of their Statement of Interest at a public Board of Commissioners meeting. The Board of Commissioners will then select a County Engineer and Alternate County Engineer to be submitted to the Pennsylvania Department of Transportation (hereinafter called the Department) as the selected County Engineers for approval. Upon receipt of the

approval of the County Engineers from the Department, technical proposals shall be requested for County of Lancaster requested bridge projects; technical proposals for non-bridge projects shall be provided on an as-needed basis after the negotiation of a general County Engineer Agreement.

The request for technical proposals shall include a brief written scope of work. The County Engineer and/or Alternate County Engineer will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The County Engineer and/or Alternate County Engineer will be advised of the applicable Federal regulations, review procedures, contract format, and administration. A copy of the Department's Publication 442 will be supplied to the County Engineer and/or Alternate County Engineer with the understanding that the specifications will be made a part of the contract. The County of Lancaster's limitations of profit, wages, etc., will be explained. The County Engineer and/or Alternate County Engineer will be given a name and phone number to contact in case they would have any questions during the preparation of their proposal.

The County of Lancaster Facilities Management Department will request a price proposal from the approved County Engineer and/or Alternate County Engineer for both general County Engineering services and bridge services, and submit the appropriate number of copies to the Department related to bridge services.

The Department will conduct the evaluation and schedule and hold negotiations on all bridge services, if necessary.

The agreement for bridge services will be prepared by the Department and circulated for signatures. A separate contract will be negotiated directly by the County of Lancaster for general County Engineer services, which shall not require the approval or signature of the Department.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained, and both the engineering Agreement and the Reimbursement Agreement have been fully executed, and notification of this fact has been received by the County of Lancaster.

The Board of Commissioners will designate a person to perform liaison activities between the County of Lancaster, the Department, and the consultant.

The County of Lancaster will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing the federal funds to the County of Lancaster. The reimbursement agreement will be prepared by the Department.

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings related to bridge projects. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Publication 442. After review of the invoices by the Director of Facilities Management, it will be paid. The invoice will in turn be forwarded to the Department with recommendation for reimbursement of the Federal and/or State share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the County of Lancaster to insure the propriety of claims and that all terms and conditions of the bridge contract have been satisfied. Documentation of these findings will be submitted to the Department with the final invoice.

The County of Lancaster's designated liaison person will complete copies of the Form D-429, "Past Performance Report for Consultant Engineers", see Appendix 7F or Form D-429 CI, "Past Performance Report for Consultant Engineers Construction Inspection", see Appendix 7G.

It is understood and made part of these procedures that the employees of the County of Lancaster will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or

contractors. Violators of said standards will be subject to dismissal from their employment with the County of Lancaster, by order of the Board of Commissioners.

Now, Therefore Be it Resolved that the Board of Commissioners of the County of Lancaster have adopted these policies and procedures for engineering by consultants and will adhere to the rules and regulations of the Department.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Board of Commissioners this 18th day of May, 2016, on behalf of the County of Lancaster hereby accept the aforesaid policies and procedures.

UPON MOTION DULY MADE and seconded, the above resolution as adopted the day and year set forth above.

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA

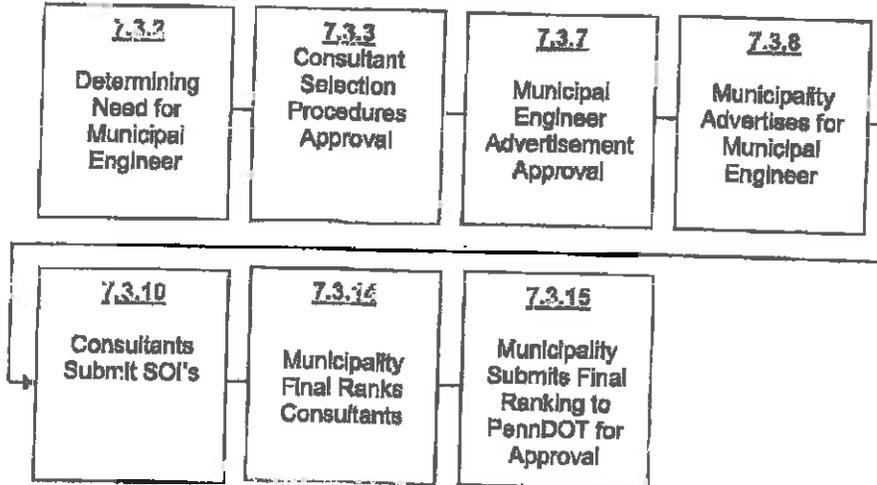
Robert T. Stil!, Chief Clerk

Dennis P. Stuckey, Chairman

Joshua G. Parsons, Vice-Chairman

Craig E. Lehman, Commissioner

DIAGRAM C - MUNICIPAL PROCESS FLOW DIAGRAMS
MODIFIED SELECTION PROCEDURES
Municipal Engineer – When selection occurs outside of ECMS*



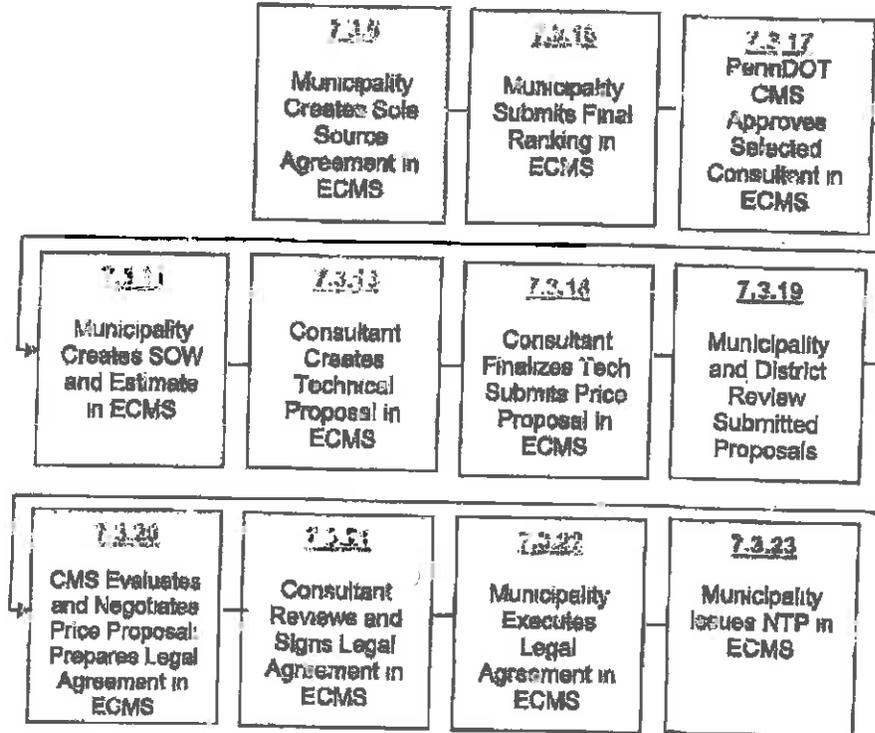
* The selection of a Municipal Engineer can occur either as an agreement set up in ECMS or by using a competitive negotiation selection procedure outside of ECMS. This example for Municipal Engineer is for when the Municipal Engineering selection is made outside of ECMS.

For any specific third party federal aid agreement that will be assigned to the Municipal Engineer, a new agreement will need to be created as a sole source agreement. See Diagram E.

**DIAGRAM E - MUNICIPAL PROCESS FLOW DIAGRAMS
ASSIGNING A PROJECT TO THE MUNICIPAL ENGINEER**

Municipal Engineers – For using a Municipal Engineer on a specific project

Note: Shaded areas depict actions to be taken in ECMS



PROJECT: County Engineer SOI (#16-005)

KEY DATES	DESCRIPTION
COMPLETE	Send SOI Advertisement to Solicitor & Facilities for final review
COMPLETE	Approval of SOI by Solicitor and Facilities due
Tuesday, May 10, 2016	Submit Work Session Cover Sheet for Project Plan Update
Wednesday, May 18, 2016	Project Plan Update to BOC
Wednesday, May 18, 2016	Send Business Partnership Agreement to PennDOT for ECMS Set-Up
Wednesday, May 18, 2016	Send SOI Advertisement to PennDOT ECMS for final review
Tuesday, May 31, 2016	Send Advertisement to Newspaper, ECMS website and County Website
Thursday, June 2, 2016	
Tuesday, June 7, 2016	Advertisement of SOI in Newspaper, ECMS website and County Website
Thursday, June 30, 2016	Selection Committee Training Meeting
Thursday, July 14, 2016 - 3:00 PM	SOI Due and Opening in Purchasing Conference Room
Thursday, July 14, 2016	Send copies of SOIs and evaluation forms to Selection Committee for review
Monday, August 1, 2016	Selection Committee Meeting #1
Thursday, August 4, 2016	Issue Follow-Up Vendor Questions
Thursday, August 11, 2016 - 3:00 PM	Vendor Responses Due
Thursday, August 18, 2016	Selection Committee Meeting #2
Tuesday, August 30, 2016	Submit Work Session Cover Sheet for Project Plan Update
Wednesday, September 7, 2016	Project Plan Update to BOC - SOIs Rankings for Interviews
Wednesday, September 7, 2016	Schedule BOC Presentations of SOI's
Tuesday, September 13, 2016	Submit Work Session Cover Sheet for SOI Presentations
Tuesday, September 20, 2016	Submit Work Session Cover Sheet for SOI Presentations
Wednesday, September 21, 2016	BOC Work Session Presentations of SOI's
Wednesday, September 28, 2016	BOC Selection of County Engineers
Wednesday, September 28, 2016	Submit Recommendation, scoresheets, rankings and minutes to PennDOT for Approval
Wednesday, October 12, 2016	PennDOT Approval Due
Thursday, October 13, 2016	Begin Contract Language and Obtain Signatures on Contracts before BOC Request
Tuesday, November 8, 2016	Submit Work Session Cover Sheet
Tuesday, November 15, 2016	Commissioner's Work Session
Wednesday, November 16, 2016	Board of Commissioner's Meeting - Contract Ratification

COUNTY OF LANCASTER
Professional Auditing Services

PROJECT: County Engineer
 SOIP: CE 009
 DEPARTMENT: Board of Commissioners and Facilities Management

Evaluator's Name: _____

Evaluations should be completed and emailed to Linda Schreiner no later than 5:00 AM on Monday, August 1, 2016.

Scoring Directions:

All scores will be expressed as a numeric value based on a total of 100 points total. Scores will be allocated to three categories each of which has one or more sub category. The total score for a category will be the

Example: Customer Service assessed as Poor would be 3.0 X 0.3 = 0.9

Numbering:

Place scores for each vendor in the column using the following assignment

Rating Key:

- 0.0 Insufficient data to evaluate
- 0.8 Poor
- 0.5 Marginal/does not meet expectations
- 0.7 Fair - somewhat meets expectations
- 0.8 Good - meets expectations
- 0.9 Very Good - Consistently exceeds some expectations
- 1.0 Excellent - Outstanding in all respects, consistently

SELECTION CRITERIA	Weighting Factor	EXAMPLE Only	VENDOR										
A. Qualifications of project manager, key staff and depth of personnel	20.0	0.5											
B. Past record of performance with respect to work quality, quality assurance program, ability to meet schedules on Lancaster County projects.	30.0	0.5											
C. Specialized skills, technical competencies, experiences for past projects and innovative problem-solving techniques the project manager will utilize to assemble the project team to provide full County engineering services.	25.0	0.5											
D. How will the team ensure that project schedule will be achieved to and how will the team communicate with the County on a continuing basis during this appointment.	15.0	0.5											
E. The team's commitment to quality control and how will the team communicate with the County on a continuing basis during this appointment.	10.0	0.5											
QUALIFICATIONS of FIRM Score	100.0	50.0	0.0										
Rank													
SOI proposal submitted includes the firm's test as a factor for consideration. Check "X" for yes. A "no" will disqualify the firm's SOI proposal.													

CERTIFICATION:

I hereby certify that as a member of the Evaluation/Source Selection Committee, I have evaluated the proposals of all vendors or persons who responded and rated those vendors or persons based on the above criteria to the best of my ability in a fair and equitable manner, independent of outside influences, persuasion or coercion. By signing this form I am certifying that neither I nor any members of my immediate family have a potential conflict of interest in any of the submitted firms. Further, I affirm that I will hold all information pertaining to the selection process in strict confidence, agreeing to direct any and all inquiries to the Selection Administrator.

Signature _____

LANCASTER COUNTY COMMISSIONERS' MEETING
AGENDA
MAY 18, 2016



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of March 30, 2016 Commissioners' Meeting Minutes, April 13, 2016 Commissioners' Meeting Minutes and April 20, 2016 Commissioners' Meeting Minutes. Postpone approval of April 6, 2016 Commissioners' Meeting Minutes, May 4, 2016 Commissioners' Meeting Minutes and May 11, 2016 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:

a. **Announcement:**

The County of Lancaster will conduct public hearings to discuss the County's proposed Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017 on the following dates:

Wednesday, June 8, 2016 at 6:00 p.m., Public Safety Training Center, 101 Champ Boulevard, Manheim;

Monday, June 13, 2016 at 3:00 p.m., Room 701, 150 North Queen Street, Lancaster;

Wednesday, June 29, 2016 at 9:15 a.m. during the County Commissioners' Meeting, Room 701, 150 North Queen Street, Lancaster, at which time the Board of Commissioners will consider the adoption of the Human Services Block Grant categorical funding allocations for Fiscal Year 2016-2017.

The block grant encompasses mental health and intellectual disabilities base funds, Act 152 drug and alcohol funds, behavioral health services initiative funds, Human Services Development Fund, child welfare special grants and homeless assistance funding.

Public participation is invited.

"continued"

County Commissioners' Meeting Agenda

Wednesday, May 18, 2016

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b. **Lancaster Bike Club Presentation of Check to the County of Lancaster to Help Preserve the Heritage of the County's Covered Bridges**

Bill Weisser, Chairman of the Covered Bridge Ride

Charles Douts, Director, Facilities Management

c. **Presentation of Proclamation – "National Bike Month"**

James Cowhey, Lancaster County Planning Commission

Lauri Ahlskog, Lancaster County Planning Commission

Emma Hamme, Lancaster County Planning Commission

Audra Landers, Lancaster Recreation Commission

Bill Gleason, School District of Lancaster

Brenda Buescher, LG Health

Shelby Nauman, Lancaster City Alliance

Jon Kokus, Gretna Bikes

d. **Presentation of Proclamation – "National Police Week"**

e. **Behavioral Health/Developmental Services – Agreements**

Lawrence George, Executive Director, Behavioral Health/Developmental Services or

Judy Erb, Deputy Director of Administration, Behavioral Health/Developmental Services

f. **Resolution No. 45 of 2016**

Linda Schreiner, Senior Buyer, Purchasing

Harry Klinger, Director, Purchasing

Charles Douts, Director, Facilities Management

6. Business from Guests

7. Adjourn

County Commissioners
Dennis P. Stuckey, Chairman
Joshua G. Parsons, Vice Chairman
Craig E. Lehman

Chief Clerk
Robert T. Still

150 North Queen Street
Suite #7
Lancaster, PA 17602
Phone: 717-299-8300
Fax: 717-293-7200
www.co.lancaster.pa.gov

PROCLAMATION National Bike Month

May 18, 2016

WHEREAS, the National League of American Bicyclists recognizes the month of May to be National Bike Month, the week of May 16 to be National Bike to Work Week, and May 20 to be National Bike to Work Day; and

WHEREAS, the bicycle is an economical, healthy, convenient and environmentally sound form of transportation, as well as an excellent form of recreation to enjoy Lancaster County's scenic beauty; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being and quality of life, grow the economy, attract tourism dollars, improve traffic safety, and reduce pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, Lancaster County's network of roads and trails attracts many bicyclists each year, including both residents and visitors, who support our local economy by enjoying restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, throughout the month of May the residents of Lancaster County and its visitors will experience the joys of bicycling through educational programs, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, the County of Lancaster and its partners support greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, fatalities, and improve health and safety for everyone on the road.

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA do hereby proclaim May 2016 to be "National Bike Month" throughout our proud County and urge all to support bicycling and to participate in the events planned throughout the community.



Dennis P. Stuckey, Chairman

Joshua G. Parsons, Vice Chairman

Craig E. Lehman

Board of Commissioners of
Lancaster County, Pennsylvania



PROCLAMATION

NATIONAL POLICE WEEK

May 18, 2016

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week, to recognize and honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the many police departments throughout Lancaster County; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 13 officers killed in 2015 and 129 officers killed in previous years; and

WHEREAS, the members of the many law enforcement agencies in Lancaster County, who by their faithful and loyal devotion to their responsibilities, play an essential role in providing a vital public service to protect the rights and freedoms of the citizens of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA, that the week of May 15-21, 2016 be proclaimed NATIONAL POLICE WEEK, and publicly salutes the service of law enforcement officers in our community and in communities across the nation. The community is encouraged to observe this week with appropriate programs, ceremonies and activities.

Dennis P. Stuckey, Chairman

Joshua G. Parsons, Vice Chairman

Craig E. Lehman