

GENERAL INSTRUCTIONS

1. General: Separate and sealed bids for Flags for the Westmoreland County Department of Veterans Services for 2017 will be received at the Office of the County Controller, 2 North Main Street, Suite 111, Greensburg, Pennsylvania 15601 until 2:00 P.M. on January 10, 2017.

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

Bids will be opened and read aloud on Tuesday, January 10, 2017, at approximately 2:15 P.M.

2. Submission of Bids: An original and two (2) copies of the complete Bid must be submitted in a sealed envelope, and addressed to the Westmoreland County Controller and clearly marked on the outside of the envelope with the Bidder's name and address and the designation:

"BID - Flags for 2017"

No responsibility will be attached to any County representative for premature opening of a bid not properly addressed and identified.

3. Tax Exemptions: The County is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade law, and the Pennsylvania sales and use tax for purchase of tangible personal property. The registration number with the Internal Revenue Service is 25-6001046. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor 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 a construction contract. If the County is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.
4. IRS W-9 Form: The successful bidder will be required to complete an Internal Revenue Service Form (W-9) attached hereto as Attachment "A" providing the bidder's taxpayer identification number and, if applicable, certification regarding backup withholding and submit the completed (W-9) Form along with the executed contract.
5. Right to Accept or Reject Bids: The Westmoreland County Commissioners reserve the right to waive informalities for the best interest of the County, approve sufficiency of surety and reject any and all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be written in ink; typing or printing is not acceptable. Bidders must include all information required on the Official Bid Form. Failure to comply may be cause for rejection of the bid. Award of the contract will be made at the County's option to the lowest responsible bidder.

6. Approved Equal:(Where Applicable) Whenever a product is defined in this invitation by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitution is requested. When a "no substitute" is requested, the County will consider bids for the referenced item only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the County, is of such character, quality and performance equivalence as to meet the standard of quality of items specified for which it is to be used equally as well as that specified. The bidder quoting on a commodity other than as specified shall furnish complete identification on the bid proposal of the product he is offering by trade name, brand and/or model number. The bidder shall also furnish descriptive literature and data with respect to the alternative commodity he proposes to furnish. Bidders offering an alternate shall also indicate any known specification deviations from the referenced item.
7. Unit Prices: In the event Unit Prices are required, the County reserves the right, should there be any discrepancy, inconsistency or difference between the Unit Price(s) and Total Price(s), to choose the lowest of the prices listed and the vendor shall be bound to provide the goods and/or services in question at the lower cost. The County reserves the right to award contracts for individual items, groups or combined award as may be in the County's best interest.
8. Withdrawal of Bids: Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for thirty (30) days following the bid opening, and no bids will be permitted to be withdrawn during such period. Bids will be awarded or rejected within thirty (30) days from opening. In the event award of Bid cannot be made within thirty (30) days from date of Bid Opening, bidders will be afforded the opportunity to extend their bid for an additional thirty (30) days by completing and submitting to the County a Consent to Extension of Date for Bid Award Form a copy of which is attached hereto as Attachment "B".
9. Provisions Required by Law Deemed Inserted: Each and every Provision of law and clause required by law to be inserted in the Contract for this project will be deemed to be inserted therein and the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
10. More Than One Bid: If more than one bid is offered by any one bidder, in his own name or in the name of his agent, partner, or other person, all bids submitted by such bidder shall be rejected.
11. Non-Discrimination Agreement: The successful bidder will be required to comply with the terms of the attached Non-Discrimination Agreement herein marked Attachment "C."

12. Contractor Integrity: The successful bidder will be required to comply with the terms of the attached Contractor Integrity Agreement herein marked Attachment "D."
13. Subcontractors: The County shall have the right to approve subcontractors prior to the commencement of their work. Any approved subcontractor does not relieve the bidder of full compliance with the specifications. The bidder will be responsible for all work performed under these specifications whether the Bidder performs the work himself or through a subcontractor.
14. Addenda to Contract: During the bidding period the County may issue written Addenda to each person, firm or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the bid proposal, and such Addenda shall become part to the specifications and contract.
15. Delivery of Items: All items placed on original order must be delivered F.O.B. to 2 North Main Street, Greensburg, Pennsylvania 15601 no later than March 31, 2017.
16. Payment: Payment within 30 days of receipt of invoice, delivery and acceptance of same.

All invoices are to be submitted to: Westmoreland County Department of
Veteran's Affairs
2 North Main Street, Suite 502
Greensburg PA 15601
17. Contact Person: Any questions regarding this bid should be directed to Matt Zamosky, telephone (724) 830-3530.
18. The County reserves the right to award contracts for Flags to one (1) vendor or separately as may be in the County's best interest.
19. The submission of a bid shall constitute and establish the Bidders intent to enter into a binding contract with Westmoreland County for the goods or services solicited. Additionally, should any bid submitted contain a defect(s) that in the County's opinion, is of a non material nature, the Bidder agrees that by the submission of a Bid, Bidder will correct any defect(s) upon request of the County.
20. In accordance with Pennsylvania's "Right to Know" Laws, (Act 3 of 2008; **65 PS 67.101 et seq**), the County may make available for viewing or provide copies of all bids received and all associated contract documents following awarding of same.
21. Westmoreland County reserves the right to place an additional order not to exceed 110% of the original order in quantity provided said additional order is made no later than March 31, 2017. The successful bidder by submitting their bid agrees to provide all additional order items at the same unit prices as the original order.

OFFICIAL BID FORM

The undersigned bidder agrees, if awarded a contract by the County of Westmoreland, to provide Flags and Markers for the Westmoreland County Department of Veterans Services for 2015 as specified in accordance with the foregoing Bid Specifications for the price specified below.

Total Bid Price for Flags \$ _____
(Price per each flag \$ _____)

**Grand Total Bid Price for Flags
as specified in the Bid Specifications:** \$ _____

NAME OF BIDDER (type or print)

ADDRESS

AUTHORIZED SIGNATURE

AFFIX CORPORATE
SEAL HERE
(if bidder is
a corporation)

PRINT NAME AND TITLE OF SIGNER

AREA CODE & TELEPHONE

FAX NUMBER

Bidder is a (check one):

- _____ Corporation incorporated in the State of _____
- _____ General Partnership
- _____ Limited Partnership
- _____ Limited Liability Company
- _____ Sole Proprietorship
- _____ Other (specify) _____

FLAG SPECIFICATIONS

1. 12" X 18" American made 100% cotton with 50 stars, gold spearhead staff 30" length, the diameter of which shall be 3/8".
2. All flags must have edges that are securely bound (hemmed) so as to reduce the possibility of fraying.
3. Flags must have 40 hour FADE-O-METER test or better.
4. A sample flag must accompany bid which will be used by the County to verify flag specifications as noted above. The County reserves the sole right to determine whether the sample flag conforms to the specifications and further reserves the right to select the vendor whose product best meets the County's specifications. All flags must conform to the specifications as contained in H.B. 968.
5. A minimum of three (3) staples should secure flag to shaft.

<u>ITEM</u>	<u>FLAGS</u>	<u>AMOUNT</u>
12" x 18"	American Flags, 50 Stars	460 gross

To be delivered F.O.B., 2 North Main Street, Greensburg, PA 15601 NLT March 31, 2017.

All boxes of Flags delivered must contain an equal amount (1 gross) of flags.

ATTACHMENT B

CONSENT TO EXTENSION OF DATE FOR BID AWARD

BID TITLE/PROJECT: _____

BID OPENING DATE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

CURRENT CONTRACT AWARD DEADLINE: _____

EXTENDED CONTRACT AWARD DEADLINE: _____

The Board of Commissioners of Westmoreland County, Pennsylvania, hereby requests the undersigned Bidder to consent to a thirty (30) day extension of the date for the award of a contract for the above bid/project.

According to Section 1802 (e) of the County Code, the contract must be awarded or all bids rejected within thirty (30) days of the opening of the bids, but thirty (30) day extensions of the date for the contract award may be made by mutual written consent of the Commissioners and any Bidder who wishes to remain under consideration for the award. By law, any Bidder who declines to consent to such extension of the date for contract award must be excused from consideration for the contract, and such Bidder's bid security must be released without penalty.

The undersigned Bidder wishes to remain under consideration for award of the above contract, and hereby consents to the Commissioners' request for a thirty (30) day extension of the date for the award of a contract for the above bid/project.

COUNTY OF WESTMORELAND
BOARD OF COMMISSIONERS

BIDDER:

Gina Cerilli Date

Authorized Signature

Ted Kopas Date

Print Name and Title

Charles W. Anderson Date

Date Signed by Bidder

ATTACHMENT C

NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1) CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2) CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3) CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4) It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6) CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole

or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7) CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the Commission.

8) CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9) CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11) CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Source: 16 Pa.Code§49.101

ATTACHMENT D
CONTRACTOR INTEGRITY

A. Definitions:

1) "**Confidential information**" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Westmoreland.

2) "**Consent**" means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

3) "**Contractor**" means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

4) "**Financial Interest**" means:

a) Ownership of more than 5% interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) "**Gratuity**" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County or the Commonwealth of Pennsylvania.

E. The Contractor, shall not, in connection with this or any other agreement with the

County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.

F. Except with the consent of the County and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

G. Except with the consent of the County and the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

J. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.

K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have under the law, statute, regulation, or otherwise.