

**REQUEST FOR PROPOSALS
CONSULTANT SERVICE TO DEVELOP THE LACKAWANNA COUNTY HAZARD MITIGATION PLAN UPDATE**

**PART I
GENERAL**

1. PURPOSE

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

2. DEFINITIONS

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

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

County - Identifies the County of Lackawanna, Pennsylvania.

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

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

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

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

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

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

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

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

3. CONFLICT OF INTEREST

Any vendor or person considering doing business with Lackawanna County Government will disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of

interest may automatically result in the disqualification of the Respondent's proposal.

4. COUNTY CONTACT

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

MARY LIZ DONATO
REGIONAL PLANNING MANAGER
LACKAWANNA COUNTY DEPT OF PLANNING & ECON DEV
123 WYOMING AVENUE, SUITE 505
SCRANTON, PA 18503
(570) 963-6400 x 1354
donatomi@lackawannacounty.org

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

5. EX PARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a proposal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Questions and other communication from Respondents will be permissible until 4:00 p.m. on the day specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration of award of the solicitation then in evaluation, or any future solicitations.

PART II INSTRUCTIONS

1. PROPOSAL SCHEDULE

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

Request for Proposals released: July 24, 2019
Deadline for questions: August 7, 2019
County responses to all questions/addendums: August 12, 2019
Responses for RFP are due by 10 AM on August 30, 2019, prevailing time

All questions regarding the RFP shall be submitted in writing by 4 PM on August 7, 2019, prevailing time.

Questions shall be submitted to the County contact named above.

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

2. PROPOSAL DUE DATE

Signed and sealed proposals are due no later than 10 AM on August 30, 2019, to the LACKAWANNA COUNTY BOARD OF COMMISSIONERS. Mail or carry sealed proposals to:
FRAN PANTUSO, CHIEF OF STAFF
LACKAWANNA COUNTY COMMISSIONERS OFFICE
123 WYOMING AVENUE, 6TH FLOOR
SCRANTON, PA 18503

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

3. PROPOSAL SUBMISSION REQUIREMENTS

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

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

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

authority to bind the firm. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

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

Proposal Narrative (limited to 10 total pages):

- Previous Performance/Experience
- Provide detailed information on experience with previous Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
- Provide a representative list of projects of a scale and complexity similar to the project being considered by the County. The list should include the project location, client, services provided by your firm for the project, term of services and an owner contact name.
- Provide at least three references for which your firm has provided the same or similar services. Include a point of contact, current telephone number and a brief description of the services provided. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- Identify key project staff, task leaders and sub-Contractors along with their expected services for the scope of work on behalf of the firm. Resumes should be included for each of the individuals and sub-Contractors referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The County reserves the right to approve or disapprove all sub-Contractors prior to any work being performed.
- Provide information on size, resources and business history of the firm. Provide information on personnel resources available to your firm, which indicates that you have access to the services necessary to perform the work in the time available and within the required standard. Describe the firm's location where the primary services are to be provided and the ability to meet in person with County personnel when required during the performance of the Contract.
- Project Understanding and Methodology
Contractor shall demonstrate a thorough knowledge and understanding of natural and manmade hazards, the Commonwealth of Pennsylvania and FEMA's requirements for Disaster Mitigation Plans.

Submit one (1) original and seven (7) copies of materials that demonstrate their experience in performing services of this scale and complexity. It is recommended that proposals not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the County.

4. DISCLOSURE OF LITIGATION

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

5. CONFIDENTIALITY OF CONTENT

All Proposals submitted in response to this RFP shall be held confidential until a contract is awarded. Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Pennsylvania Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The County assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a proposal or parts of a proposal are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the proposal, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the contract is awarded.

6. CLARIFICATION OF PROPOSALS

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

7. PROPOSAL PREPARATION COSTS:

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

8. EVALUATION CRITERIA:

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

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

9. EVALUATION PROCESS:

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

PART III SPECIFICATIONS

1. SCOPE OF WORK

Lackawanna County is in the process of performing the required 5-year update of the original 2009 Lackawanna-Luzerne Bi-County Hazard Mitigation Plan (HMP) and the subsequent 2015 Lackawanna County Hazard Mitigation Plan Update. In addition to assessing the hazards that have occurred over the past five years, the update will also incorporate any and all new guidelines issued by the Federal Emergency Management Agency (FEMA). The County will employ a multi-phased approach, following the guidelines and principles found in the Local Mitigation Plan Review Guide. The Update will include a complete and accurate updated Crosswalk. The selected Contractor will be responsible for all work activities involved in the update preparation from the onset of the project to its adoption by the appropriate county, state, and federal entities and/or agencies.

Planning Process:

The Contractor will re-convene and expand the Lackawanna County members of the original Steering Committee to ensure representation from all appropriate stakeholders. Along with the Steering Committee, the Contractor will collaborate with the 40 municipalities contained within the county, adjacent counties, and the appropriate state and federal agencies to prepare the HMP update. The Planning Department staff has made clear to the local municipalities the risks associated with not being part of the update process, in terms of potential loss of flood insurance for their residents, and the inability of the municipality to receive post- or pre-disaster funding. This is being accomplished via a Memorandum of Agreement (MOA) with each municipality to determine whether they will participate in the preparation, adoption and implementation of the update, and requests the municipality to designate a municipal representative to participate in the update planning process. To date, we have received correspondence from a majority of the 40 municipalities, listing their contact person and intent to participate and adopt the HMP Update. As with the 2009 Plan and 2015 Update, we anticipate that all 40 municipalities will participate in and adopt the 2020 plan update.

The Contractor will engage the public in the planning process through a series of public meetings, news releases and information posted on the county website and other social media outlets. All public participation efforts and materials will be documented. The Contractor shall work with the Lackawanna County Community Relations office on the best ways to engage and inform the public about the plan update.

All applicable information from existing studies, plans, reports and technical information, such as comprehensive plans, zoning ordinances, storm water management plans, floodplain ordinances, emergency management plans, and the State Standard All-Hazard Mitigation Plan, will be assessed, and, if deemed relevant, incorporated, into the updated HMP.

Community Profile:

The geographic and environmental characteristics of Lackawanna County have not substantially changed over the past five years. Demographically, the 2010 census data and the most current census estimates will be assessed as to its impact on hazard mitigation. The Contractor will use the data regarding

projected population and land use trends contained in the Lackawanna County Hazard Mitigation Plan update of 2015; the Lackawanna-Luzerne Regional Plan of 2011; the Long-Range Transportation Plan of 2015; as well as other relevant data sources to review and, if necessary, update the community profile section of the HMP update.

Capability Assessment:

The Contractor will review the list of mitigation measures from the original plan and 2015 update to determine which have been completed, are in progress, or not been done. The Contractor will correct any inaccuracies on the existing list, and will work with the municipalities to determine if the original list of mitigation projects is still relevant and/or which projects will probably not be done due to financial constraints, change of condition, or other factors.

The Lackawanna County Planning Department will encourage all municipalities to implement their respective plans/ordinances effectively to help reduce hazard-related events, and to participate in the National Flood Insurance Program.

Risk Assessment:

The Contractor will document and map the number, type and severity of natural and/or man-made hazard events that have occurred over the past ten years, including but not limited to, presidential and gubernatorial disaster declaration events. The list of hazards from the original plan and 2015 update will be reviewed and evaluated as to their continued relevance. If any mitigation efforts have been completed in the last five years, they may be removed, provided appropriate documentation for the removal is presented. New mitigation strategies and measures, deemed necessary by the Steering Committee, may be added.

The Update shall meet or exceed the Interim Final Rule of Local Mitigation Planning found in 44 CFR 201.6. At a minimum, natural hazards assessed in the Update shall be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.

The end product of the risk assessment will be an updated list of identified natural and/or man-made hazards and an assessment of future vulnerabilities. Additions to the list of hazards will include the following hazard profiling measures:

Location Identification and Geographic Extent;

Statement of Range of Magnitude;

Cumulative Substantial Damage Properties Summary (flood hazards only);

Probability of Future Occurrences;

Environmental Impacts

Mitigation Strategies:

The County, Steering Committee, and Contractor will review the existing Goals and Objectives of the current HMP and modify them, as needed, and review the existing Mitigation Action Plan to discern whether the mitigation measures have been completed or are in progress. Mitigation measures which

have not been acted upon during the past five years will be reviewed to determine whether they should remain on the list.

Among the goals that will be considered are the following: Increasing Public Awareness and Support of Hazard Mitigation Actions, and Protecting Vulnerable Assets. Lackawanna County will encourage all municipalities to administer appropriate regulatory measures to decrease the impact of future development on existing structures via the Lackawanna River Watershed Storm Water Management Plan and Ordinance, as well as local Subdivision/Land Development Ordinances, Zoning Ordinances, and Storm Water Management Ordinances and will also encourage municipalities to enforce the proper building codes regarding effective flood proofing measures.

Plan Maintenance:

The Contractor will develop a plan of action regarding preparation of the required annual reports and subsequent plan updates. The plan will outline the parties responsible for the annual report and update, a timeline as to when they will be prepared, and how they will be monitored and evaluated.

The Contractor will also assess the degree of public participation throughout the update process and determine how it can be improved. Public participation activities will be documented throughout the update process.

Plan Adoption:

The current Lackawanna County Hazard Mitigation Plan expires in July 2020. The update will be submitted via a CD, USB flash drive, or FTP download to the State Hazard Mitigation Officer at PEMA no later than 10 weeks prior to the expiration date so that PEMA can submit the Update to FEMA Region III no later than 6 weeks prior to the expiration date. FEMA also requires one (1) paper copy. The County will formally adopt the HMP Update within a year of the date of the FEMA Approval Pending Adoption Notice.

The County will work with the local municipalities to help facilitate adoption within the required 1-year time period following county adoption.

Cost Proposal:

The form of the contract should be framed around a not-to-exceed price basis. Cost proposals should not be submitted as a lump sum, but should be broken down according to the tasks contained in the Scope of Work.

2. CRITICAL REQUIREMENTS

1. The County HMP shall meet or exceed Interim Final Rule of Local Mitigation Planning found in 44 CFR 201.6.
2. Contractor shall format the plan in accordance with PEMA Standard Operating Guide Annex A and use PEMA standard hazard definitions as found in PEMA SOG.
3. Natural hazards assessed by this plan shall be coordinated with the current FEMA approved version of the State Hazard Mitigation plan at a minimum.

4. The Project shall be completed, including full FEMA approval, no later than July 31, 2020. The plan shall be revised as required until FEMA grants "Approval Pending Adoption."
5. The County HMP will be submitted to the State no later than ten (10) weeks prior to the end of the original performance period, so that the State can submit the plan to FEMA no later than six (6) weeks prior to July 22, 2020, the expiration date of the current Hazard Mitigation Plan.
6. A complete and accurate crosswalk will be submitted to the State and FEMA when review is requested.
7. A copy of the awarded contract will be forwarded to the State with the first quarterly report following the award, along with a report from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded from doing business with the Federal Government.
8. Quarterly Progress Report will be submitted by the contractor, to the Pennsylvania Emergency Management Agency (PEMA) and the Regional Planning Manager of the Lackawanna County Department of Planning and Economic Development and the Deputy Director of the Emergency Management Agency, no later than October 15, 2019, January 15, 2020, April 15, 2020, and upon completion of the project.

3. CONTRACTOR SERVICE REQUIREMENTS

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

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

4. DATA COLLECTION AND ANALYSIS

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

5. UPDATES AND REPORTS

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

6. COST PROPOSAL

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

FEMA funding for this project is anticipated to be approved through PEMA by October 2019, with an agreement between PEMA and the County in place by January 2020. Anticipated project funding is not to exceed \$52,000. If FEMA funding is not approved, this project may be delayed until funding is received.

The project must commence upon approval of the FEMA funding (anticipated October 2019) and execution of a contract between the Contractor and the County. Invoicing by the Contractor cannot be submitted and payments by the County to the Contractor cannot be made prior to the execution of the contract between PEMA and the County (anticipated January 2020).

7. DELIVERABLES

Lackawanna County does not want a duplication of the 300+ page original plan and 2015 update, but a stand-alone document that addresses those sections of the original plan and 2015 update that require updating and/or revisions.

Upon completion of the HMP Update, the Contractor shall provide the following to the County:

10 Printed and Bound Copies of HMP Update

50 Printed and Bound Copies of an Executive Summary of the Plan Update

50 Electronic Copies on CD or flash drive (one for each municipality and ten for the County)

2 Copies of a Written Summary (requested by PEMA detailing the process by which the HMP Update was developed, including meeting schedules, agendas, notes, attendee rosters and in-kind services provided by the County).

8. INVOICING

Invoices shall be submitted in accordance with planning project budget line items.

Vendor shall submit one original and one copy of consecutively numbered invoices to the following address:

MARY LIZ DONATO
REGIONAL PLANNING MANAGER
LACKAWANNA COUNTY DEPT OF PLANNING & ECON DEV
123 WYOMING AVENUE, SUITE 505
SCRANTON, PA 18503

9. PROMPT PAYMENT POLICY

Payments will be made within forty-five (45) days after the County received the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the County receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Pennsylvania law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payment made by the County in the event:

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

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

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

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

10. OVERCHARGES

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

**PART IV
TERMS AND CONDITIONS**

1. LABOR

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

2. EXCEPTIONS

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

3. ENVIRONMENT

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

4. DAMAGE

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

5. WORKPLACE

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

6. NON-APPROPRIATION

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

7. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

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

8. INTERLOCAL COOPERATIVE CONTRACTING

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

9. ABANDONMENT OR DEFAULT

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

10. RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION

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

11. COMPLIANCE WITH LAWS

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

12. CODES, PERMITS AND LICENSES

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

13. INDEMNIFICATION

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

14. INSURANCE

The Vendor shall meet or exceed ALL insurance requirements set forth by the County. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.

15. GOVERNING LAW

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

16. LIENS

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

17. VENUE

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

18 INDEPENDENT CONTRACTOR

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