

Washington-East Washington Joint Authority SOLICITATION OFFER AND AWARD

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|--|------------------------------------|--|------------------|
| Washington-East Washington Joint Authority 2 Wilson Avenue Washington, PA 15301 | | 1. FOR INFORMATION CALL NAME: Robert Herring TELEPHONE NUMBER: <i>(No Collect Calls)</i> 724-225-1338 | |
| 2. SOLICITATION NUMBER | 3. TYPE OF SOLICITATION | 4. DATE ISSUED | |
| 24-1 | REQUEST FOR PROPOSALS (RFP) | 2024 | |
| SOLICITATION | | | |
| 5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION | | | |
| The Contractor shall provide all necessary labor and supervision to provide legal services to advise and assist the Washington-East Washington Joint Authority on matters related to employee benefits including retirement and pension plans in accordance with the Statement of Work at Attachment 01. | | | |
| The Period of Performance will be one (1) year from the contract effective date with four (4) one (1) year options to be exercised at the discretion of the Washington East-Washington Joint Authority. | | | |
| All questions concerning this solicitation must be submitted by 3:00 PM <u>September 4</u> , 2024 to Robert Herring via email at rherring@WEWJA.org . | | | |
| 6. BOND REQUIREMENTS | | | |
| PAYMENT BOND: None | | PERFORMANCE BOND: None | |
| 7. DEADLINE FOR OFFER SUBMISSION | | | |
| Offers in accordance with Section X, Attachment 02 shall be submitted to Washington-East Washington Joint Authority by 2:00 P.M. local time, <u>September 11</u> , 2024. Proposals will not be publicly opened. See Section V – Solicitation Provisions for additional information. | | | |
| OFFER (Must be fully completed by offeror) | | | |
| 8. NAME AND ADDRESS OF OFFEROR (Include Zip Code) | | 10. REMITTANCE ADDRESS (If different than Item9) | |
| | | | |
| | | 11A. E-MAIL ADDRESS | |
| | | | |
| 9A. TELEPHONE NUMBER | 9B. FAX NUMBER | 11B. COMPANY INTERNET WEBSITE | |
| | | | |
| 12. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each) | | 13A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER | |
| | | | |
| AMENDMENT NO. | | | |
| DATE | | | |
| | | 13B. SIGNATURE | 13C. DATE |
| | | | |
| AWARD (To be completed by Washington East-Washington Joint Authority) | | | |
| 14. ACCEPTED AS TO ITEMS NUMBERED | | 19A. NAME OF CONTRACTING OFFICER | |
| | | Robert Herring | |
| 15. CONTRACT NUMBER | 16. AMOUNT | 19B. SIGNATURE OF CONTRACTING OFFICER | |
| | | | |
| 17. DATE OF AWARD | 18. CONTRACT EFFECTIVE DATE | | |
| | | | |

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SECTION III – REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basis business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

B. The offeror is is not (check applicable box) owned or controlled by a parent company.

C. If the offeror checked "is" in paragraph B, above, it shall provide the following information:

Name and Main Office Address of
Parent Company (include zip code)

Parent Company's Employer's
Identification Number

If the offeror checked "is not" in paragraph B, above, it shall insert its own Employer's Identification Number on the following

Line:

D. The offeror (or its parent company) is, is not (check applicable box) a publicly traded company.

E. The offeror shall insert the name(s) of its principal(s) on the following line:

02 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that:

A. It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

B. If the offeror is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this solicitation:

04 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The offeror certifies that –

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating (a) those prices, (b) the intention to submit an offer, or (c) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1 through A.3 above; or
2. a. Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1 through A.3 above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

05 SUBCONTRACTORS

Subcontractors shall not be permitted.

06 CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

The offeror certifies that it [] has [] has not read and [] is [] is not in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

07 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

A. 1. The Offeror certifies, to the best of its knowledge and belief, that –

a. The Offeror and/or any of its Principals –

- (1) Have [] have not [] been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, state or local agency within the three (3) year period preceding this offer;

- (2) Have have not had contractor or business license revoked within the three (3) year period preceding this offer;
 - (3) Have have not been declared non-responsible by any public agency within the three (3) year period preceding this offer;
 - (4) Have have not , within the three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or sub-contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
 - (5) Have have not , within the three (3) years preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subparagraph A.1.a.(4) of this provision; and
 - (6) All performance evaluations within the three (3) year period preceding this offer have have not received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.
- b. The Offeror has has not within the three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.
2. "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).
- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph A of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph A of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, the Contracting Officer may terminate the contract resulting from this solicitation for default.

08 INSURANCE AFFIDAVIT

The Offeror must review the insurance provisions to understand their requirements and cost to contract with the Authority. The Insurance Affidavit form, which is included at Section X – Attachment 03, must be completed by the Offeror. The Authority may declare any offer as non-responsible without this affidavit, or made with an incomplete affidavit form.

The Offeror is required to review any insurance requirements that may be required to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

For purpose of defining Additional Insured and Waiver of Subrogation, the term “Washington East Washington Joint Authority” shall mean the elected officials, boards, officers, employees, agents and representatives of the Board.

SECTION IV – SOLICITATION PROVISIONS

01 SOLICITATION DEFINITIONS

“Offer” means “proposal” in negotiation. “Solicitation” means a Request for Proposals (RFP) in negotiation. “The Authority” means Washington-East Washington Joint Authority.

02 PROCUREMENT PROCESS – TECHNICAL ONLY

Washington-East Washington Joint Authority is using a competitively negotiated procurement process to award this contract and selection will be made solely on technical merits, in accordance with the Evaluation Criteria as listed in Section X – Attachment 02. The Washington-East Washington Joint Authority reserves the right to negotiate the contract price for the services with the selected apparent successful offeror(s).

1. To be eligible to participate in this procurement, offerors must respond to this RFP by submitting a written proposal that provides all of the information requested by the RFP (See Section X – Attachment 02).
2. An Evaluation Committee consisting of Authority staff and Board members will review and evaluate the written proposals, using, and, solely on the basis of, the Evaluation Criteria in Section X – Attachment 02 and will rank the offerors.
3. On the basis of that evaluation, the Evaluation Committee will decide whether or not to request oral presentations. If oral presentations are requested, whether to issue an invitation to those oral presentations to all or some of the offerors is in the Evaluation Committee’s sole discretion. Following any oral presentations, the Evaluation Committee will perform a final evaluation and ranking of the offerors and the highest ranked offeror will be the apparent successful offeror.
4. The Contracting Officer will attempt to negotiate a contract price with the apparent successful offeror. In the event price negotiations are unsuccessful; with that firm, the Contracting Officer will attempt to negotiate a contract price with the next highest ranked offeror and so on. The final negotiated contract price must be fair and reasonable.

03 OFFEROR’S QUALIFICATIONS

Offers will be considered only from responsible partnerships, joint ventures, corporations or other private organizations demonstrating that they have the ability, experience and resources to complete work in a

timely manner and maintain a staff of regular employees adequate to ensure continuous performance of the work.

04 RESPONSIBILITY OF APPARENT SUCCESSFUL OFFEROR

Following the selection of an apparent successful offeror and prior to award of a contract, the Contracting Officer, in part to confirm that the offeror is a “responsible” entity, may require the apparent successful offeror to submit information and materials addressing matters which relate to offeror’s responsibility, including but not limited to, the following matters:

1. The offeror’s record of performing satisfactorily under prior contracts pursuant to which it performed services comparable to the Statement of Work services.
2. The offeror’s record of providing services under prior contracts and otherwise acting as a business entity with unquestioned integrity and business ethics.
3. The offeror’s ability to devote the necessary resources to perform the Statement of Work services within the time requirements of the Authority.

05 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the Solicitation Offer and Award form; or (c) by letter or facsimile. The Authority must receive the acknowledgment by the time specified for receipt of offers.

06 CONTRACT AWARD

- A. The Authority will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- B. The Authority may (1) request “best and final offers”, (2) reject any or all offers if such action is in the Authority’s best interest, (3) accept other than the lowest offer, and/or (4) waive informalities and minor irregularities in offers received.
- C. The Authority may award a contract on the basis of initial offers received, without discussions, requests for best and final offers or oral interviews. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint.
- D. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror’s prompt payment discount.

07 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation must request it in writing soon enough to allow a written reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

08 PREPARATION OF OFFERS

- A. Offerors are expected to examine the Statement of Work (SOW) and all instructions. Failure to do so will be at the offeror’s risk.

- B. Multiple/alternate offers will not be considered.
- C. Offerors shall furnish the information required by the solicitation. Offerors shall sign the offer and print or type its name on the Price Schedule and each continuation sheet on which they make entries. Erasures or other changes must be initialed by anyone signing the offers. Offers signed by agents shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- D. For each labor category, offerors shall show the single blended hourly rate for partners, associates and paralegals and shall exclude out-of-pocket costs and other non-legal fees.
- E. Offers for services other than those specified will not be considered.
- F. Offerors must be capable of performing and prepared to perform the required services within the time specified in the solicitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- H. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer, as provided in paragraph E above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.

09 SUBMISSION OF OFFERS

Proposals and modifications thereof shall at a minimum be submitted to WEWJA in person or by first class mail.

Proposals and all supporting documentation must be submitted in accordance with the requirements and instructions described in Attachment 02.

10 LATE SUBMISSION, MODIFICATIONS AND WITHDRAWALS OF OFFERS

- A. Any proposal submitted to the Authority's online submission portal after the deadline may not be considered.
- B. Any modification or withdrawal of a proposal is subject to the same conditions as in paragraph A above.
- C. The recorded time of submission will be established by the Authority's agent who reviews the submission.
- D. Notwithstanding paragraph A, above, a late modification of an otherwise successful proposal that makes its terms more favorable to the Authority will be considered.
- E. Proposals may be withdrawn by an offeror or its authorized representative at any time prior to award.

11 SOLICITATION COSTS

This solicitation does not commit the Authority to pay any costs incurred in the preparation or submission of any offer or to procure or contract for any work.

12 TYPE OF CONTRACT

The Authority contemplates award of a fixed-unit price Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

13 MINIMUM PROPOSAL ACCEPTANCE PERIOD

- A. "Acceptance period", as used in this provision, means the number of calendar days available to the Authority for awarding a contract from the date specified in this solicitation for receipt of proposals.
- B. The Authority requires a minimum acceptance period of 60 calendar days from the receipt of proposals.

14 PLACE OF PERFORMANCE

All work will be performed at the offeror's place of business and at:

Washington-East Washington Joint Authority
2 Wilson Avenue
Washington, PA 15301

15 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their offers data that they do not want disclosed to the public for any purpose or use by the Authority except for evaluation purposes, shall –

- A. Mark the title page with the following legend:

"This offer includes data that shall not be disclosed outside the Authority and shall not be duplicated, used, or disclosed-in whole or in part – for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of- or in connection with – the submission of this data, the Authority shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Authority's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

- B. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

16 STATEMENT OF UNDERSTANDING

By submission of this offer, the Offeror acknowledges that it has read and thoroughly understands the Statement of Work, agrees to all terms and conditions stated herein, and acknowledges that it can perform all work as required.

17 LIMITATION ON AUTHORITY LIABILITY

Any failure by the offeror to acquaint itself with the available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Authority assumes no responsibility for any conclusions or interpretations made by the offeror on the basis of the information made available by the Authority.

18 OFFER DOCUMENTS

Refer to Section X, Attachment 02, Evaluation Criteria, for documentation required in response to this solicitation.

19 PROTESTS

- A. Protests must be typewritten and hand-delivered or mailed to the Washington-East Washington Joint Authority Executive Director. Protests can be hand-delivered to the Washington-East Washington Joint Authority, 2 Wilson Avenue, Washington, PA 15301 or mailed to Washington-East Washington Joint Authority, P.O. Box 510, Washington, PA 15301. If a protest is mailed, it should be sent by registered or certified mail, return receipt requested. Protests sent by facsimile machine will not be considered to meet the applicable deadline unless the original is hand-delivered or mailed and received by the Executive Director prior to the applicable deadline.
- B. If a potential offeror believes it has grounds to protest any terms or conditions contained in or omitted from a solicitation issued by the Authority or an amendment to that solicitation, the potential offeror must file its protest with the Authority's Executive Director. The protest must be received by the Director by the earlier of the following two dates: (1) Fourteen (14) days after issuance date of the solicitation or the date of the solicitation amendment containing the terms and conditions that are the subject of the protest, or (2) the due date for bids or proposals.
- C. If an unsuccessful offeror on an Authority solicitation believes it has grounds to protest the rejection of its bid or proposal, or the award of a contract (other than grounds relating to the terms or condition contained in or omitted from a solicitation or solicitation amendment), that offeror must file its protest with the Executive Director. The protest must be received by the Director within seven (7) calendar days after the date of the Authority's letter notifying the offeror that its bid or proposal was unsuccessful or not accepted.
- D. The Executive Director will attempt to respond to a protest within seven (7) days from receipt of the protest. If the manager determines that additional time will be required to respond to the protest, the manager will, within seven (7) days, notify the protestor of the time period within which a response will be made.
- E. The Authority's Chairman and Board of Directors may proceed with Award of the contract and notice-to-proceed while a protest is pending if he determines it to be in the Authority's best interest to do so.

20 TITLE VI SOLICITATION NOTICE

The Washington-East Washington Joint Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, applicants will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION VI – SPECIAL PROVISIONS

01 CONTRACTOR PERFORMANCE EVALUATION

The Authority will conduct periodic written evaluations of the contractor's performance at various intervals throughout the life of this contract. Input for these evaluations will be provided by the Contracting Officer and, where appropriate, the Authority end user. The contracting officer will be responsible for completing the evaluation forms and reviewing their contents with the contractor. The intervals at which these

evaluations will be conducted will be established at the convenience of the Authority.

These evaluations should be looked upon as a partnering tool between the contractor and the Authority. It is hoped that they will help the contractor improve performance and communications when needed, as well as provide an opportunity for the Authority to recognize positive performance. It is the Authority's intent to use these evaluations to help keep communications open between the parties and foster achievement of a quality end product.

02 ORDERING OF SERVICES – TASK CALL ORDERS

Any services to be furnished under this contract may be ordered by a task call order issued by the Contracting Officer designated in the contract award document or in a subsequent letter. Such an order may be issued anytime during the life of this contract.

Task call orders and the provision of services pursuant to such orders are subject to the terms and conditions of this contract. In the event of a conflict between the task call order and this contract, the contract shall control.

Task call orders will include the following information:

- A. Date of the order;
- B. Description of the services to be performed;
- C. Date by which performance of the services is to be completed; and other information deemed pertinent by the Contracting Officer or authorized agent of the authority.

03 CONFLICT OF INTEREST

- A. The Authority reserves the right to exclude from participation in this solicitation any offeror if there is an actual or reasonably perceived conflict between the interests of the Authority in obtaining Statement of Work services from the offeror, if the offeror were to be selected for award, and the interests of other clients for which the offeror is currently or has delivered services. An assessment will be made of the extent to which offerors are or have recently delivered services to the Authority, other municipal entities or other entities whose interests may conflict with the interests which the Authority seeks to advance in obtaining the Statement of Work services.
- B. Each offeror, in the Representation Package of its offer (see Section X – Attachment 02, Section 03) must disclose whether any of its current clients are municipal entity sewage related businesses, or are entities of any nature which currently conduct business within Washington-East Washington Joint Authority's service area and, if so, must identify each such business and entity operating within Washington-East Washington Joint Authority's service area and summarize the nature of the services the offeror provides to the identified entity. If an offeror has a question as to whether it is required to make a disclosure regarding a particular entity operating, it may present the question in writing to the Contracting Officer. The Authority, in its sole discretion, will make the final determination whether an offeror possesses a conflict of interest that prevents its participation in this solicitation.
- C. Each offeror must disclose in its Representation Package any representations, activities or relationships involving the offeror firm, or lawyers within the offeror firm, that may give rise to a conflict of interests under applicable professional rules of conduct were it selected for contract award, which conflict would or could disqualify it from providing services under the contract absent a waiver from the Authority and/or other entities. In the case of such a conflict of interests, the Authority will make the final determination whether the conflict prevents the offeror from participating in this solicitation.

SECTION VII – CONTRACT PROVISIONS

01 SCOPE OF WORK

The Contractor shall provide all necessary labor and supervision to provide legal services to advise and assist the Authority on matters related to employee benefits including retirement and pension plans in accordance with the Statement of Work.

02 PRE-PERFORMANCE CONFERENCE

Prior to commencement of work, the Contractor shall meet in conference with the Contracting Officer and such other representatives of the Authority to discuss and develop mutual understandings related to scheduling and administration of work.

03 STANDARD OF PERFORMANCE

- A. Contractor must perform all services under this Contract with the degree of skill, care and diligence normally shown by a contractor in the community performing services of a scope, purpose and magnitude comparable with the nature of the services.
- B. Contractor must ensure that all services are accomplished by appropriate professionals, qualified and competent in the applicable discipline. The Contracting Officer may, in writing, require the Contractor to remove any employee from performing the services that the Contracting Officer deems incompetent or careless.

04 BILLING INSTRUCTIONS

The Contractor shall submit, no more than once each month, an invoice to the following address:

Washington East-Washington Joint Authority
P.O. Box 510
2 Wilson Avenue
Washington, PA 15301

05 LIABILITY INSURANCE

- A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies that is/are financially sound possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's activities on Authority premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Authority with such approval not to be unreasonably withheld. The Washington East-Washington Joint Authority premises are physically located in the Commonwealth of Pennsylvania and it is important for Contractor to ensure that all insurance policies have Commonwealth of Pennsylvania amendatory endorsements.
- B. Contractor shall advise the Authority of any cancellation, non-renewal, or material change in any policy within ten (10) business days of Contractor receiving notification of such action from the insurer.
- C. All of the policies, excluding Professional Liability, required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or

on any other basis, maintained by the Authority shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.

- D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.
- E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.
- F. **Insurance Coverage and Minimum Limits**
 - 1. **Professional Liability (Lawyers Professional Indemnity)**
 - a. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Five Hundred Thousand Dollars (\$500,000) per claim for financial loss suffered by third parties arising from acts, errors, and omissions in providing professional legal services.
 - b. Coverage shall also include personal injury perils.
 - c. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than two years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.
- I. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the Authority in this Contract.
- J. The Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Authority's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Authority's interest. The Contractor agrees that it will procure the adjusted insurance provided the coverage is available at commercially reasonable rates.
- K. The Authority reserves the right to inspect relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide a reasonable opportunity for the Authority to inspect such insurance documents, at the Contractor's corporate office located closest to the Authority's main administrative office, within ten (10) business days of the Authority's written request for such inspection.
- L. The failure of the Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Authority harmless with respect to any items of injury or damage covered by this Contract.
- M. Should any required insurance lapse during the contract term, requests for payments originating after such lapse may not be processed at the Authority's discretion until the Authority's Contracting Officer receives satisfactory evidence of reinstated coverage as required by this

Contract, effective as of the lapse date. The Contractor's failure to maintain the insurance required by this Contract shall also be the basis for immediate termination of this Contract at the Authority's option.

- N. The Contractor shall provide the Contracting Officer with all of the required insurance policy endorsements and evidence of insurance issued by insurance company or broker/agent, in advance of the performance of any work and as soon as possible after renewal but not later than ten (10) business days after said renewal, exhibiting coverage as required by the Washington-East Washington Joint Authority's contract terms and conditions for the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Authority.
1. The Authority has the right, but not the obligation, of prohibiting Contractor from performing work under this Contract until such evidence of insurance has been provided to the Contracting Officer in complete compliance with the contract terms and conditions.
 2. The evidence of insurance shall be provided on the most current industry standard form.

06 CONTRACT TERM

The Period of Performance will be one (1) year from the contract effective date with four (4) one (1) year options to be exercised at the discretion of the Authority.

07 CORRESPONDENCE PROCEDURES

All correspondence, except that which is technical in nature, will be directed to the Contracting Officer at the following address:

Washington-East Washington Joint Authority
P.O. Box 510
2 Wilson Avenue
Washington, PA 15301

08 TERMINATION FOR CONVENIENCE OF THE AUTHORITY

The Authority may terminate performance of work under this Contract in whole or, from time to time in part, if the Contracting Officer determines that the termination is in the Authority's best interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately stop work under the Contract. Within 30 days of the effective date of the termination, the Contractor shall submit a final invoice to the Authority identifying all work for which it has not yet been paid, and all payments it believes it is due under the Contract. The Authority shall pay the invoice within 30 days of its receipt, unless the Contracting Office determines that the Contractor is not entitled to all payments set out in the invoice. In that event, the Contracting Officer and Contractor shall work in good faith to resolve their differences. If these differences are not resolved, the resulting dispute shall be addressed, at the Contractor's option, under the Disputes provision of this Contract. The Contractor shall serve at the pleasure of the Board of Directors.

09 DEFAULT

- A. If the Contractor: 1) fails to comply with the terms of this Contract; 2) refuses or fails to perform the work with the diligence necessary to ensure its timely completion; or 3) fails to timely complete the work, the Authority may, by written notice to the Contractor, terminate the Contract. In this event, the Authority may take over the work and complete it by contract or otherwise, and the Contractor shall be liable for any damage to the Authority resulting from the Contractor's above-described refusal or failure to comply with or perform under the Contract, which liability will

include any increased costs incurred by the Authority in completing the work.

- B. Any dispute between the Authority and the Contractor arising under this Default provision shall, at the option of either party, be addressed under the Disputes provision of this Contract.

10 INTERPRETATION OR MODIFICATION

Except as otherwise provided in this contract, no oral statement of any person and no written statement of anyone other than the Contracting Officer, shall modify or otherwise affect the terms or meaning of the contract or specifications. All requests for interpretation or modifications shall be made in writing to the Contracting Officer.

11 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the Authority, the Authority's officers and employees, and the Authority's agents, contractors, subcontractors, and consultants, and as well as the agents and employees of any of them (collectively, Indemnified Parties), from and against all claims, suits, damages, losses, expenses, including without limitation, attorneys' fees and litigation costs, arising out of, resulting from, or related to the Contractor's performance of the Work under this Contract, provided that such claim, suit, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property or to the loss of use of such injured, damaged, or destroyed property, which has been caused by one or more negligent acts or omissions of the Contractor, any of its employees, or any of its subcontractors, their agents or anyone directly or indirectly employed by them, regardless of whether or not such claim, damage, loss or expense has been caused in part by the Authority or one of the other indemnified parties.
- B. In claims or suits against any of the Indemnified Parties made by an employee of the Contractor, a subcontractor of the Contractor (at any tier), an employee of any such subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

12 LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and Municipal laws, codes and regulations, in connection with the prosecution of the work.

13 KEY PERSONNEL

The Partner/Lead Attorney specified in the Contractor's proposal is considered to be key personnel and essential to the work being performed hereunder. Prior to diverting the specified Lead Attorney to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the program. No diversion of the Lead Attorney shall be made by the Contractor without the written consent of the Contracting Officer. The listing of key personnel may be amended from time to time during the course of the contract to either add or delete personnel or positions, as appropriate, subject to prior approval of the Contracting Officer.

14 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AUTHORITY

The Contracting Officer may designate Authority personnel to act as his or her authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth by a separate letter signed by the

Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Authority.

15 CHANGES

- A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes with the general scope of this contract in any one or more of the following:
 - 1. Description of services to be performed;
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.); or
 - 3. Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the deliver schedule, or both, and shall modify the contract.
- C. The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. If however, the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this clause however, shall excuse the Contractor from proceeding with the contract as changed.

16 INSPECTION OF SERVICES

- A. The term "*services*" as used in this Contract includes services performed and any material furnished in the performance of the Contract.
- B. If any of the services do not conform with Contract requirements, the Authority may require the Contractor to perform its services again in conformity with Contract requirements at no increase in Contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the Contract for default.

17 ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. Price Schedule (excluding the specifications);
- B. Representations and Certifications
- C. Solicitation Provisions;
- D. Special Provisions;
- E. Contract Provisions;
- F. Other documents, exhibits, and attachments; and
- G. The Statement of Work.

18 TAXES

The Contractor is responsible for all applicable Federal, state and local taxes of all kinds on materials, labor, or services furnished by it or arising out of its operations under the contract. Such taxes shall include, without limitation, sales, use, excise, employee benefit and unemployment taxes, customs duties, and income taxes.

19 PAYMENTS

- A. The Authority shall pay the Contractor the negotiated contract price in accordance with the Contract.
- B. The Authority shall make payments for all accepted work performed under this Contract within 30 calendar days after receipt of a proper and complete invoice in the office designated to receive the invoice. Unless otherwise directed by the Contracting Officer, the Contractor shall submit a single invoice which identifies all work performed by the Contractor on a monthly basis.

C. Contractor Submission of W-9 Required Prior to Contract Award

As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at www.irs.gov and inserting the form number "W-9".

The W-9 information is requested so that we may determine the need to file IRS Form 1099 in connection with payments made by the Authority to the contractor. To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the Authority and its contractors. If the term of the contract exceeds one year, the Authority may request periodic resubmission of the W-9. If the contractor fails to submit the form by the deadline stated in the resubmission request, the Authority may refuse to pay invoices until the form has been submitted.

20 PUBLICITY RELEASES

Publicity releases in connection with this contract will not be made by the contractor unless prior written approval is obtained from the Executive Director.

21 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Authority may extend the term of this Contract by exercising one or more of the available options. This is to be done by providing written notice to the Contractor of its intent to exercise an option at least 30 days prior to Contract expiration. The total duration of this Contract, including the exercise of options, shall not exceed five (5) years, except as provided in Section VII. 45, Option to Extend Services.

22 OPTION TO EXTEND SERVICES

The Authority may require continued performance of any services within the limits and at the then-current rates specified in the Price Schedule. This option provision may be exercised more than once, but the total extension hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

23 AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five (5) years after final payment under this Contract have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving the formation of the contract, transactions related to the Contract, and information technology system records for the purpose of inspection, making audit, examination, excerpts and transcriptions. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Contracting Officer shall until the expiration of five years after final payment under the Contract have similar access to and the right to examine any pertinent books, documents, papers and records of the subcontractor(s) involving all aspects of the subcontract including formation. Upon request of the Contracting Officer, Contractor and its subcontractors shall, in a form acceptable to the Contracting Officer, submit a third party attestation report regarding its policies, controls, processes and security.

The Contracting Officer shall have all of the aforementioned rights for all types of contracts including fixed price contracts. The rights include without limitation the right to examine costs and information technology system records as they relate to this Contract. The Authority's rights hereunder are in addition to any other audit and inspection rights under the Contract. The Authority reserves these rights because cost and internal control information is frequently needed to investigate performance issues and whether it is in the Authority's interest to exercise other reserved rights under the contract. The Contracting Officer shall have the broad rights of audit and inspection including but not limited to, the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature that have been incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's labor, materials, plant or such parts thereof, or other costs or revenues as may be expended or received as a part of the performance of the Contract.

When costs are a factor in any request for an equitable price adjustment pursuant to a remedy granting provision of the Contract, the Contractor shall maintain separate accounts by specific designation or other suitable accounting procedure of all incurred segregable, direct costs, less allocable credits. Failure to maintain such cost records is a bar to any claim, legal or equitable, for such costs.

24 CONSENT TO ASSIGNMENT

The Contractor shall obtain the written consent of the Contracting Officer prior to any assignment of all or any part of this contract.

25 NOTIFICATION OF OWNERSHIP CHANGES

The Contractor shall notify the Contracting Officer in writing when the the Contractor becomes aware that a change in its ownership is certain to occur. For purposes this section, the Contractor is not required to notify the Contracting Officer when a new partner is appointed to the firm.

26 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

The Contractor shall ensure that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued thereunder, and that it will maintain compliance as long as any work is being performed under this contract with the Authority. The Contractor

shall also ensure that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued thereunder, and that its subcontractors will maintain compliance as long as they are performing any work under this contract with the Authority.

27 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

28 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

- A. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Non-Discrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority will impose such contract sanctions as it may determine to be appropriate, including, but not limited to: Withholding payments to the Contractor under the contract until the Contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- D. Incorporation of Provisions. The Contractor will include the provisions of Paragraphs A through F. In every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

29 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794, *et seq.*) as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101, *et seq.*) (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

SECTION VIII – POLICIES ON EQUAL OPPORTUNITY, MINORITY AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION AND EMPLOYMENT OF VETERANS

01 EQUAL OPPORTUNITY

No person or firm shall be discriminated against because of race, color, national origin, or sex in the award of Authority contracts. Further, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

02 EMPLOYMENT OF VETERANS

The Authority has adopted a policy to encourage reasonable efforts whenever possible to offer employment to qualified veterans, including the disabled, by the Authority, its contractors and subcontractors.

SECTION IX – ATTACHMENTS

ATTACHMENT 01
STATEMENT OF WORK

STATEMENT OF WORK

EMPLOYEE BENEFITS LEGAL CONSULTING SERVICES

I. Introduction

The Washington-East Washington Joint Authority ("Authority") is seeking a highly qualified law firm with established governmental employee benefit experience, to advise and assist the Authority on matters related to employee benefits, including retirement and pension plans, and make recommendations to ensure that the Authority remains in compliance with applicable laws and regulations.

II. Background

The Authority is a regional municipal authority located in Washington County, in the Commonwealth of Pennsylvania. The Authority is responsible for the management, operation and capital improvements to a community sewage system that services multiple municipalities within the Washington County area. The Authority provides municipal sewage service to more than 18,000 residential and commercial customer accounts. The Authority is led by a board of directors appointed by the City of Washington and the Borough of East Washington. The organization itself currently consists of less than 50 employees who support central administration, sewage collection and treatment operations, and maintenance to the Authority's infrastructure.

The Authority sponsors a defined benefit retirement plan and a 457 plan, hereinafter collectively referred to as "Retirement Plans". While the defined benefit plan is no longer available to new hires to the Authority, it is still maintained for a small number of pre-existing current employees, as well as retirees. All new hires participate in the 457 plan. The plans were established by the Authority to provide a pension upon retirement to qualified employees and their beneficiaries.

Effective July 28, 2014 the Authority amended and restated its defined benefit pension plan. The primary purpose of the amendment and restatement of the plan was to close the plan to all individuals that were not otherwise employees of the Authority or a participant in the plan before July 28, 2014. The plan is now closed to all employees hired by the Authority on or after July 28, 2014. However, the pension plan continues to be provided for retirement income for the benefit of eligible employees and their beneficiaries, but limited to those who qualify in accordance with the terms and conditions of the plan.

For purposes of Title I, II and IV of ERISA, the Authority is an agency or instrumentality of the Commonwealth of Pennsylvania. Accordingly, the plans are governmental plans as defined in ERISA.

The plans are administered by a Plan Administrator that is identified and appointed by the Authority Board of Directors. The Plan Administrator has the following duties and responsibilities.

- a. To establish, change and enforce rules and regulations, consistent with the efficient administration of the Plans.
- b. Determine participant eligibility and rights under the Plans.
- c. To correct defects and omissions and reconcile inconsistencies in the Plans.
- d. To interpret rules, regulations and terms of the Plans.
- e. To retain professional assistance in connection with the administration of the Plans.
- f. To authorize the payment of benefits.

III. Scope of Services

The Contractor shall provide a full range of legal services related to employee benefits including retirement and pension plans, keeping abreast of changes to applicable laws and regulations and make recommendations to ensure the Authority remains in compliance. The Contractor must have experience with governmental employee benefit plans and have expertise in Commonwealth of Pennsylvania trust law. Required legal consulting services include but are not limited to the following:

1. Work closely with the Authority's legal, benefits and human resources staff and advisors to pursue goals related to employee benefits. Provide legal advice and analysis, draft related legal documents and assist in the preparation of options, advise on best practices and review the applicability of federal and state laws. The Executive Director serves as the main point of contact.
2. Board of Directors
 - 2.1 Contractor must be willing to attend or participate in Board meetings as requested. The Contractor must be prepared to make clear, concise and information presentations at such meetings.
 - 2.2 Provide the Board with guidance on compliance; review and/or draft plan documents to assure compliance with applicable Federal and State laws.
 - 2.3 Undertake investigations into matters identified by the Board and prepare reports/presentations as requested.
3. Legal Opinions
 - 3.1 Provide written legal opinions, as requested by the Authority, on questions of law or regulation related to retirement and pension plans and employee benefit plans.
 - 3.2 Monitor compliance with applicable laws and regulations and advise and assist the Authority in relation to such issues.
4. Plan Administrative Manual

Advise and assist the Authority's legal and human resources staff and advisors with revisions to the Plans and administrative manuals and/or employee handbook.
5. Contracts

Advise and assist the Authority in the review of contracts with investment consultants, custodians and investment managers and other service providers.
6. Audit or Government Investigation

Advise and assist in responding to any audit or governmental investigation into the pension plans and employee benefit plans.
7. Representation

Provide representation to the Authority in disputes (in administrative and judicial forums) arising under, or presenting issues arising under, the statutes and regulations regarding employee benefits, including providing testimony in hearings where needed and continuing to maintain historic records of such inquiries, appeals or challenges. Assist in the defense of or response to any inquiry, appeal or challenge, whether presented to the Board of Directors, Authority staff or, in the case of a challenge, in the courts, to a retirement or pension plan decision.

8. Other Legal Services
 - 8.1 Review and advise legal, benefits and human resources staff on domestic relations orders.
 - 8.2 Provide lost participant search capability to comply with plan procedures and administrative requirements
 - 8.3 Provide other retiree or employment related legal services as may be requested by the Authority.

The Contractor must provide monthly status reports on the support provided and participate in monthly status meetings, either telephonically or in-person, as requested.

ATTACHMENT 02

EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

The Authority is using a competitively negotiated procurement process to award this contract and selection will be made on technical merits exclusive of proposed fees in accordance with the Evaluation Criteria as listed below. The Authority reserves its rights to negotiate the fees for services with selected offerors.

Each offeror firm is responsible for the cost of preparing, submitting and presenting its proposal.

EVALUATION CRITERIA

- A. Information submitted in proposals will be evaluated using only the criteria listed below. The criteria are listed in descending order of importance with the first having the most weight and with each of the following criteria having equal or lesser weight than the one preceding it. Each criterion consists of all elements listed in the paragraph under each criterion. Please note that the elements listed in each of these paragraphs are not considered sub-criteria and will be evaluated collectively, not individually. In other words, when evaluating how well a technical proposal meets a particular criterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate sub-criteria. The Authority will base its evaluation on information provided by the Offeror.
- B. The Authority reserves the right to establish a competitive range of offerors based upon its initial evaluation of the technical proposals (the technical evaluation) and at subsequent points during the evaluation process. The Authority also reserves the right to conduct oral interviews with only the Offerors in the competitive range and to include the results of the interviews in its evaluation and to consider only these firms for contract award. The Authority further reserves the right to request Best and Final Offers (BAFO) if in the best interest of the Authority. If BAFOs are desired, the Contracting Officer will issue a solicitation amendment containing the BAFO request. This amendment will be issued to all Offerors still within the competitive range and will state a deadline for receipt of the best and final offers. Offerors are not required to change their technical and price proposals in response to the BAFO request but must acknowledge the BAFO amendment even if they do not change their proposals. Contract award will be made to whose offer is judged an integrated assessment of the evaluation criteria to be most advantageous to the Authority based on technical merit and price (best value) and that the Authority deems responsible.

C. Definitions for Technical Evaluation

Proposals will be evaluated by their strengths, weaknesses and deficiencies against the evaluation factors and these attributes will be communicated to the proposers for follow-up action

as appropriate.

Definitions:

Clarifications: Oral or written communications between the Authority and an offeror for the sole purpose of eliminating minor irregularities or apparent clerical mistakes in the offeror's proposal. The Authority will engage in Clarifications with an offeror only in the event it determines it to be in the Authority's best interest to do so. Clarifications do not involve deficiencies or weaknesses in an offeror's proposal and do not provide to the offeror an opportunity to revise its proposal except to correct minor irregularities or clerical mistakes identified to the offeror by the Authority. When numerous irregularities or clerical mistakes occur in a proposal, they may be considered by the Authority as a weakness and, as a result, may be corrected by the offeror only if the Authority determines to engage the offeror in discussions over such weakness.

Discussions: Oral or written communications between the Authority and an offeror, other than communications defined as clarifications, in which the Authority conveys information regarding deficiencies in the offeror's proposal which the Authority has determined to be curable by the offeror, and/or weaknesses in the offeror's proposal which the Authority has determined to allow the offeror to cure, and provides an opportunity to the offeror to revise the proposal to cure the deficiencies or weaknesses. Whenever the Authority engages in discussions with one offeror regarding deficiencies or weaknesses in its proposal, the Authority will also engage in discussions with other offerors whose proposals similarly contain deficiencies or weaknesses.

Deficiencies: Defects in proposal which cause the proposal to fail to satisfy the Authority's minimum requirements for technical proposals established in the solicitation, and which, as a result, preclude the Authority's acceptance of the proposal. Such defects, for example, include a proposal's failure to meet solicitation specifications, its failure to include information required by the solicitation, or its inclusion of technical or management techniques or approaches required by the solicitation which are deficient or faulty, or, at best, questionable. Where such deficiencies are potentially curable by the offeror, the Authority may, in its discretion, engage in discussions with the offeror in order to inform it of the deficiencies and permit it to revise the proposal to cure the deficiencies; provided, that the Authority has determined it to be in its best interest to engage in such discussions. Where deficiencies in a proposal are not realistically or reasonably curable by the offeror, the Authority will not engage the offeror in discussions.

Weakness: Ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, and the provision of inadequate information in a proposal, all of which are considered to be curable by the offeror. When determined to be in its best interests, the Authority will initiate discussions with the offeror whose proposal contains weaknesses during which the Authority will inform the offeror of the weaknesses and permit it to revise its proposal to cure the weaknesses. An excessive number of irregularities or clerical mistakes in a proposal (addressed in the definition of clarifications) may in itself constitute a weakness and, therefore, may be corrected by the offeror only if the Authority determines to engage in Discussions with the offeror regarding the weakness.

Strengths: Elements of the proposal that exceed the minimum requirements of the solicitation and provide an identified benefit to the Authority.

EVALUATION CRITERIA

Technical Proposals will be evaluated based on the following Technical Evaluation factors:

TECHNICAL PROPOSAL EVALUATION

Criterion 1: Qualifications and Experience of the Assigned Attorneys

The evaluation of this criterion will be based on the nature, breadth, depth and quality of the recent (over the past five (5) years) relevant experience in the provision of the services described in the Statement of Work of the individuals whom the proposal identifies as the attorneys who will be assigned to perform the services. In addition to demonstrated relevant governmental employee benefit legal consulting experience, particular weight will be given to specific experience with issues related to retirement, pension and post-employment benefits.

Criterion 2: Qualifications and Experience of Lead Attorney

The evaluation of this criterion will be based on the nature, breadth, depth and quality of the recent (over the past five (5) years) relevant experience in the provision of the services described in the Statement of Work, as well as in the supervision of other attorneys directly involved in the provision of such services, of the individual whom the proposal identifies as the Lead Attorney who will direct and supervise the work of such other attorney(s) and who will be ultimately responsible for the quality of the work undertaken in delivering the services. In addition to demonstrated relevant governmental employee benefit legal consulting experience, particular weight will be given to specific experience with issues related to retirement, pension and post-employment benefits.

Criterion 3: Qualifications, Experience and Resources of the Offeror Firm

The evaluation of this criterion will be based on (i) the nature, breadth, depth and quality of the offeror firm’s recent (over past five (5) years) relevant experience in the provision of services described in the Statement of Work, (ii) the offeror firm’s summary of what the firm considers to be its most significant services directly relevant to the services described in the Statement of Work and (iii) the offeror firm’s ability to provide the logistical and other resources required to support the attorneys in performing the services described in the Statement of Work.

02 PROPOSAL SUBMISSION REQUIREMENTS

A. **Submission Instructions**

All Offers must be submitted to the Authority either in person or via first class mail. The offer shall be organized as follows:

1: Representation Package

Offerors shall include in their offer submission all documents required by this solicitation including, but not limited to, the following:

- a. Solicitation Offer and Award Page
- b. Representations and Certificates, Section IV
- c. LDDB Certification Exhibits as applicable:
 - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
- d. **Insurance Affidavit**, Section X – Attachment 03
- e. Conflict of Interest Disclosure, Section Section VI, Provision 09

2: Price Proposal

- a. Price Schedule, Section III
- b. Exhibit D, Contract Participation Form

The Price Schedule will not be used during the evaluation process. The Contracting Officer shall use the Price Schedule for purposes of doing a price analysis to ensure that the prices are fair and reasonable and for the purposes of negotiating the Contract unit prices with the apparent successful offeror.

3: Technical Proposal

- a. Do not include any reference to price. Number all pages.
- b. Do not exceed twenty-five (25), double-spaced, single sided pages. Exhibits and samples of previous work are not included in the 25-page limit.
- c. Address the evaluation criteria in the order they are presented.

Do not include any Price Proposal information in any of the technical proposal sections.

Proposals that do not include all requested information as required in this RFP, that do not conform to these instructions and that do not acknowledge all amendments to the RFP in accordance with the amendment's instructions, may be deemed nonconforming by the Authority and rejected without evaluation.

B. Format and Instructions for Technical Proposal Preparation

Each Offeror's technical proposal must demonstrate the Offeror's ability to meet all requirements in this RFP. The following information is to be provided in the technical proposals and will be used in evaluating the proposals.

The technical proposal will be limited to a total of eight(8) pages, not including exhibits, attachments, executive summary of up to two (2) pages and will include the following sections in the order listed below.

Cover/Title Sheet

Table of Contents Offerors will include a table of contents that lists section numbers and page numbers. This is not part of the overall page limit.

Section 1 Qualifications and Experience of the Assigned Attorneys

- A. Provide resumes with names, titles, education and general legal experience of the attorneys who will be assigned to perform the services described in the Statement of Work (including the attorney will act as the lead attorney). State the location of the firm's office to which each attorney is now assigned.
- B. Provide detailed information showing the experience (in the past five (5) years) of these attorneys in performing services of the type described in the Statement of Work and, in addition, other information demonstrating their qualifications and abilities to perform these services.
- C. Describe, for each of these attorneys, one or more assignments (up to three) which best demonstrates his or her ability to perform the services at a high level of competency. As to each such assignment, please explain the reasons why you believe the assignment "best demonstrates" the attorney's ability to provide the services.
- D. Provide any additional information regarding the attorney which you believe demonstrates that he or she possesses a special or unique knowledge, competence or expertise directly relevant to the services described in the Statement of Work and has specific experience with issues related to governmental retirement, pension and post-employment benefits legal consulting.

Section 2 Qualifications and Experience of the Lead Attorney

- A. From the attorneys identified in Section 1 above, identify the attorney who will direct and supervise the other identified attorney(s), who will be individual who will attend and lead presentations made at Authority meetings on behalf of the firm, and who will ultimately be responsible and accountable for the performance of the services described in the Statement of Work by the firm.
- B. Describe the assignments of this attorney (up to three, and other than those described in response to Section 1) which best demonstrate his or her experience, qualifications and ability to coordinate, supervise and otherwise lead a team of attorneys assigned to perform the services described in the Statement of Work.
- C. Provide any additional information regarding the lead attorney which you believe demonstrates that this attorney possesses a special or unique knowledge, competence or expertise directly relevant to the services described in the Statement of Work and with issues related to governmental retirement, pension and post-employment benefits legal consulting.

Section 3 Qualifications, Experience, and Resources of the Offeror Firm

Provide an overview of the offeror firm, which must include (i) a general description of the firm's experience in providing the services described in the Statement of Work, (ii) a summary of the firm's most significant experience (within the past five (5) years) in providing such services, and (iii) a description of the firm's ability to provide the logistical and other resources required to support the attorneys who will be assigned to perform the services, and (iv) include professional references for the work cited (minimum of 3 references, but no more than 5). Please include name, phone number, and email address for each reference.

INSURANCE AFFIDAVIT

TO BE EXECUTED BY OFFEROR AND AGENT(S) AND SUBMITTED WITH OFFER

To be completed by the Offeror:

I can confirm that, if award the Contract, I will comply with all of the insurance requirements listed in the Contract Provisions section of the above-referenced solicitation, and said insurance shall be provided without change to the prices offered. I also acknowledge that any questions concerning these requirements, and requests for exceptions, must be submitted by the due date for questions stated in the solicitation.

Name of Offeror

Offeror's Authorized Agent (please print)

Offeror's Authorized Agent's Signature

Date