



County of Delaware

Delaware County Government Center
201 West Front Street
Media, PA 19063

REQUEST FOR PROPOSAL

DELAWARE COUNTY ANIMAL CARE & CONTROL PROGRAM

RFP 1119

NOTICE TO PROPOSERS

SEALED proposals will be received on or before [4:00 PM, Tuesday, May 14, 2019] in the office of Central Purchasing, Delaware County Government Center, Courthouse Complex, Media, PA 19063, Room #228.

All bids must be sealed and addressed to:

Central Purchasing Department
Room #228
Delaware County Government Center
Courthouse Complex
Media, PA 19063

Envelopes must be labeled:

RFP 1119 REQUEST FOR PROPOSAL – DELAWARE COUNTY ANIMAL CARE & CONTROL PROGRAM

Delaware County Council reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of service to be furnished meets the requirements for which it is intended. They further reserve the right to insist or waive any technicalities required for the best interest of the County and to consider competency and responsibility of the bidder before the award of the contract.

John P. McBlain
Colleen P. Morrone
Michael F. Culp
Kevin F. Madden
Brian P. Zidek

DELAWARE COUNTY COUNCIL

INTRODUCTION

Delaware County (County) is located in southeastern Pennsylvania and is comprised of 49 municipalities totaling 191 square miles. With a population of approximately 563,000, Delaware County is the fifth-most populous county in the Commonwealth.

SCOPE OF SERVICES

The County is seeking proposals from qualified respondents to assist in the design and retrofit of an existing County-owned building. When construction is completed, the selected respondent will lease the building from the County for an extended term at a nominal rent. The space will be utilized to operate the County's Animal Care & Control Program (**SEE SECTION I**). Additionally, respondents should attempt to contract with municipalities in Delaware County, for a fee, to offer care and control services that are described below (**SEE SECTION II**). This endeavor consists of providing services under both Sections I and II, all language in Section I is incorporated in Section II.

I. ENTER INTO AN AGREEMENT WITH DELAWARE COUNTY TO OPERATE A STRAY ANIMAL HOLD FACILITY

The County does not currently own or operate a facility of this nature and it is the intent of the County to contract with one experienced and qualified entity to operate the facility and perform the following suggested tasks:

- A) The contractor will operate and properly maintain the facility and temporarily impound and shelter lost, stray, unlicensed, vicious, diseased and/or injured dogs and cats while implementing humane standard operating procedures.
 - i. The operating plan shall comply with all relevant local and Commonwealth laws, regulations, ordinances, as well as all Pennsylvania Department of Agriculture guidelines
 - ii. For purposes of planning and cost analysis, including pricing, the contractor should assume a yearly intake of 1,600 dogs and 400 cats
- B) The contractor should provide a narrative describing qualifications and experience in operating a stray hold facility.
- C) The contractor should be affiliated, and provide proof of such, with a facility designated as a full-service animal shelter.
- D) The contractor should provide a list of all subcontractors it intends to engage for this endeavor. The County must approve all subcontractors in writing, prior to commencement of any work performed whatsoever.

As shown in the attached photographs, the existing structure in Smedley Park, Springfield, Pa, is a 1,700 square foot, concrete block building currently utilized as a 3-bay garage. Water, power, sewer and fire suppression systems are in place, however, it is expected that expansion of these systems will be required to accommodate the fit-out. Contractor should have knowledge of a proper facility layout to best utilize

space to include all necessary areas of a fully operational animal hold facility per all relevant local and Commonwealth ordinances and requirements. It is assumed that holding areas, office space and medical areas will be included and that the structural footprint may need to be expanded to accommodate such. Contractor will work with County engineers to design a facility that best fulfills the needs as outlined in these specifications. As building and design requirements are stringent relative to animal shelters, it is the contractors sole responsibility that all designs and construction are in compliance with all local and Commonwealth codes, ordinances and laws. Photographs are included at the end of this document. All engineering and architectural design must be approved by County engineers.

Once a design plan has been approved by the County, contractor will work with the County in order to best construct a stray animal hold facility in the most fiscally responsible fashion while still meeting the requirements of said facility as well as the vision of County Council.

If, for any reason, the Smedley Park site becomes unavailable, the County intends to move forward and locate a suitable site to continue this important undertaking.

SCOPE OF WORK

Consideration will be given to contractors that incorporate the following tasks in its operating plan:

- A) Receive, assess and/or process:
 - a. Stray/feral animals
 - b. Owner surrendered animals
 - c. Injured or ill domestic animals
 - d. Vicious animals
- B) Adoption
 - a. The contractor should provide a standard operating procedure for an adoption program that will be offered through this endeavor.
- C) Patrol
 - a. Contractor should be affiliated with a duly sworn Animal Cruelty Officer, either as an employee or a subcontractor. Electronic means should be used to scan all domestic animals for input into a comprehensive master database
 - b. Contractor should implement a patrol and pick-up schedule, carried out by Animal Control Officers (“ACO”). This schedule may be adjusted periodically for proper performance of contractor obligations under this agreement. The following are factors to be considered for control and pickup: the needs of the public, availability of manpower, availability of equipment and requirements of the County municipalities
- D) Dispatch Service
 - a. The contractor should consider operating a 24-hour dispatch service to receive requests for services and health, safety and welfare complaints from the public. A designated, single phone number is suggested to be utilized Countywide
 - b. The contractor should provide procedures regarding priority and response time for incoming calls
 - c. The Contractor should provide standard procedures when handling incoming calls by dispatch. Specific procedures should be considered when residents call from municipalities that do not have a municipal agreement with the Contractor for animal care and control.

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- E) Spay/Neuter Program
 - a. Contractor should consider offering a spay/neuter program for dogs and cats. With regard to cats, a Return to Field Program is suggested to be utilized with the following suggested procedures: spay/neuter, vaccinate, ear-tip and return the animal to where found
 - F) Reports and Independent Financial Audit
 - a. Contractor shall render the following reports:
 - i. Detailed monthly report of all animal adoptions
 - ii. Detailed monthly intake which outlines length of stay for each animal
 - iii. Quarterly revenue and expense report
 - iv. Yearly independent financial audit
 - v. Yearly report of all inventory and valuation of capital assets, including all vehicles and operating equipment
 - b. Contractor shall provide an accounting of expenditures relating to this endeavor, including but not limited to, the following to justify the allocation of costs to the County-owned facility program:
 - i. Job descriptions
 - ii. Workers compensation insurance expenses
 - iii. Commercial property and general liability insurance premiums
 - iv. Automotive insurance and expenses based on the calculated percentage of use by Animal Control vehicles which must be designated as such by the United States Department of Agriculture and the Pa. Department of Agriculture. Contractor must keep daily mileage logs and maintenance records for each vehicle.
 - v. Utilities
 - vi. Other expenses such as kennel supplies, food, medicine, animal disposal, and veterinary care
 - c. A system of records shall be kept for service calls, investigative reports, and the issuance of citations. The contractor should have administrative procedures in place regarding how the ACO will conduct enforcement investigations and shelter operations
 - G) Veterinarian Services

The County suggests that the contractor be affiliated with a veterinarian who provides 24-hour care. These services should be offered to the public either through this Smedley Park location or a comparable facility located in Delaware County
 - H) Contractor should work with the County to attract grants and other revenue streams to offset expenditures
 - I) Contractor must provide information on any affiliations with rescue providers
 - J) Contractor should keep a system of records for all reported calls regarding complaints/service, investigative reports and citations issued along with the rationale

SPECIFICATIONS FOR STRAY ANIMAL HOLD FACILITY

- A) Contractor should have the requisite experience to assist the County with the design of the stray hold facility. As building and design requirements are stringent regarding animal shelters, the proposed design must be in compliance with all Commonwealth and local building/construction codes and ordinances. The Pa. Department of Agriculture shall approve any proposed plan.

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- B) Contractor should provide an operational plan to the County, assuming a yearly intake of 1,600 dogs and 400 cats, including the following:
- a. Normal hours of operation
 - b. Off hour delivery of and/or emergency hours, procedure and protocol
 - c. Procedures regarding the humane handling of unlicensed, lost, stray, diseased, vicious or injured animals
 - d. Procedures regarding the feeding, sheltering and housing time period for animals. These procedures must be done in a humane manner, for example, cages/containers should be used for the animal based on size and type. Also, all animals left in the care of contractor shall have fresh water accessible at all times, be given food at least once per day and be afforded shade from the sun and protection from the elements.
 - e. Protocol for the quarantine of animals and a policy for identifying those animals
 - f. Provide all measures in place for noise abatement
 - g. Provide a detailed plan for disease outbreaks including any and all guidelines per the Pa. Department of Revenue
 - h. Provide detailed procedures for cleaning hold areas between animal confinement
 - i. A computerized system that allows pet owners to search a database to locate lost animals
 - j. Staffing requirements
 - k. Number and types of animal enclosures

II. CONTRACTOR SHOULD PROVIDE A STRATEGIC PLAN OUTLINING THE FACTORS INVOLVED IN CREATING BUSINESS RELATIONSHIPS WITH DELAWARE COUNTY MUNICIPALITIES FOR ANIMAL CARE AND CONTROL SERVICES.

The terms and conditions of Section I are hereby incorporated by reference and made a part hereof.

Please note the Contractor may discover additional revenue stream opportunities by contracting with municipalities interested in these “one stop shop” services that will be offered through this solicitation.

- A) Animal Control Officers should have the authority to issue citations for violations relating to the Commonwealth animal control laws.
 - a. Provide policy and procedure regarding the enforcement of the laws of the Commonwealth of Pennsylvania.
- B) A narrative describing how animal control services will be offered to the municipalities should include the following:
 - a. Goals and objectives of the program
 - b. Ways of measuring program success
 - c. Staffing requirements
- C) Contractor should provide safety net resources and owner surrender counseling to help keep pets in homes.
- D) Contractor may provide a plan to incorporate veterinarian services under both sections, at the facility and through municipalities. If there is a submission of a vet services plan, please provide a price structure.

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- E) Contractor should consider responding with written procedures demonstrating how animal control officers will conduct their enforcement investigations.

INSTRUCTION TO PROPOSERS

In responding to this "REQUEST FOR PROPOSAL" the following shall be included as a minimum:

- A) The qualifications of Contractor's firm or individuals to undertake the scope of work specified herein, including the name(s) and qualifications of any subcontractor(s). Resumes of all professional personnel should be included.
- B) A narrative describing the program proposed and the manner in which animal control services will be provided. The narrative should include the following suggested content:
- a. Goals and objectives of the program
 - b. Ways of measuring program success
 - c. Staffing requirements
 - d. Number and types of animal enclosures
 - f. Hours of operation

THE COUNTY WILL BEAR ALL COSTS OF CONSTRUCTION TO RETROFIT THE SMEDLEY PARK SITE (OR ANY OTHER SITE APPROVED BY THE COUNTY) INTO AN APPROVED STRAY HOLD FACILITY. THE COUNTY WILL ENTER INTO A LONG-TERM LEASE OFFERING NOMINAL RENT WITH THE SUCCESSFUL RESPONDENT.

CONTRACTOR ACKNOWLEDGES THAT THE COUNTY WILL PROVIDE FINANCIAL ASSISTANCE FOR THIS ENDEAVOR.

PROPOSAL PREPARATION COSTS: Costs for developing the proposal is entirely the responsibility of the Contractor and will not be charged to the County. Proposals received after the deadline will be returned unopened.

A written agreement shall be entered into between the County and the selected contractor for the County owned facility endeavor ONLY. The Contractor will contract with municipalities on a case by case basis. The County will not be a party to an agreement between the selected contractor and any interested municipality.

TIME SCHEDULE

The following schedule consists of major events leading up to the selection of the Contractor:

[April 3, 2019]: Date of posting on County website.

[April 26, 2019]: **Pre-Bid Conference will be held at the proposed site. It is the sole responsibility of Prospective Respondents to familiarize themselves with all requirements of the RFP and identify any issues at the conference. ATTENDANCE IS OPTIONAL BUT STRONGLY RECOMMENDED.**

[May 3, 2019]: Last day to submit written questions. All answers will be provided to all respondents in the form of an addendum that will be uploaded to the County website by approximately **[April 23, 2019], end of business.** ALL QUESTIONS MUST BE IN WRITING. ANY VERBAL REQUESTS FOR CLARIFICATION OR INTERPRETATION WILL NOT BE ACCEPTED OR HONORED.

[May 14, 2019]: Deadline for receipt of proposals.

Ambiguity, Conflict, Discrepancies, Omissions or Other Errors in The Request for Proposal:

Any interested party who discovers any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposal shall notify the following in writing on or before **[April 19, 2019]:**

George Troilo, Purchasing Director
County of Delaware
201 W. Front Street, Room 228
Media, PA 19063

If any Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error in the REQUEST FOR PROPOSAL the proposal will be submitted at the risk of the respondent; and if selected by the County, respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

GENERAL CONDITIONS RELATED TO CONSTRUCTION

These General Conditions shall apply to the Contract as a whole, and to each and all branches or sub-divisions and contractors for same, should the work be divided. Approved sub-contractors should be supplied with a copy of these General Conditions and no Contract or arrangements with them shall be such as to conflict herewith.

1. DEFINITIONS - The following terms shall have the meanings indicated below:
 - a. The Contract Documents consist of the Agreement, the Instructions to Bidders, the General Conditions, the Proposal, the Drawings and Specifications, including all modifications hereof incorporated in the Documents before their execution. Also, all responses and submitted questions and answers provided by the County.
 - b. The term "Owner" shall mean the County of Delaware.
 - c. The term "Officers of Owner" shall mean Delaware County Council and/or its Designees.
 - d. The term "Contractor" shall mean the person, firm or corporation named in the Agreement who will execute the duties of operating the County owned animal shelter AND engage municipalities who are interested in animal care and control services.
 - e. Throughout the Contract Documents, the term "Owner," "Engineer," "Contractor and Sub-contractor" are treated as if each were of the singular.
 - f. The term "work" of the Contractor and Sub-contractor includes labor, materials and services, or any of them.
 - g. Where "as shown," "as detailed," or works of similar import are used, it shall be understood that reference made to the Drawings accompanying this Specification D unless otherwise stated.
 - h. Where "as directed," "as required," "as permitted," "approved," "acceptance" or works of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance or the owner is intended, unless otherwise stated.
 - i. As used herein, "provided" should be understood to mean "Provided complete in place," that is, "furnished and installed."
 - j. The words "Time of Completion," "Contract Time" or similar shall be as indicated in the Contract Documents.
 - l. The laws of the Commonwealth of PA shall govern all disputes regarding this Contract.

2. ENGINEER'S INSPECTION

All work shall be subject to Engineer's inspection; he shall make all decisions regarding the work; shall interpret the contract documents and any authorized alterations in work; shall confirm in writing any oral orders, may stop work when necessary; have no authority to approve or order changes in work.

3. ENGINEER'S DECISION

All questions or disputes arising respecting any matter pertaining to the Contract or any part of it, or any breach of the contract, or any questions and disagreements between Owner and Contractor relating to the Meaning of the Specifications or to the kind and quality of work and materials required thereby, shall be decided by the Engineer Reference of questions under this provision must be presented prior to the final payment.

4. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary. What is called for by any one of them shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract's Price the cost of all labor and materials, scaffold, ladders, runs centering shoring, staging, rigging, hoists, water, fuel, tools, plant equipment, lights, power, transportation, shop drawings, samples, tests, tools, warranties, taxes, insurance and all other service and expenses necessary for and incidental to the proper execution and completion of the work, unless distinctly specified otherwise. In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract documents, shall be construed in accordance with such well-known meaning, recognized by Architects, Engineers and Trades.

5. WORK IMPLIED

Should any incidental work or materials be required but not set forth in the Specifications either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, it shall be deemed to be implied and required, and the Contractor shall furnish and install all such work and materials as fully as if they were particularly delineated and described without additional cost to the Owner.

6. ERRORS AND DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy in the Specifications and the physical conditions of the premises or buildings, or any errors in the Specifications, it shall be his duty to immediately inform the Engineer in writing. Should any work be undertaken after the discrepancy has been noted, and prior to decision by the Engineer, it is understood that the Contractor will rectify, at his own expense, such work as may have been accomplished and which does not comply with the decision of the Engineer.

7. ASSUMPTION OF RISK

The Contractor represents that he has had an opportunity to examine and has carefully examined all the Specifications, Instructions and Directions in connection with the work; that he has fully acquainted himself with the actual levels, the excavations and filling required, visible obstructions or known obstructions below the surface, and all other conditions relevant to the work, the site of the work and its surroundings; and is fully aware of any variances between the actual conditions relevant to the work and the same as shown or represented in said Specifications and Directions, as far as such variances can be determined by an inspection of the site; that he has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work and that anything in any of said Documents or in any representation, statements, or information made or furnished by Owner or Engineer notwithstanding, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, complete the work for the compensation agreed upon

(except in the case of changes in the work made by the Owner or Engineer and conditions at the site that cannot be determined by inspection, in connection with which the Contractor will be paid as provided in the Article regarding Changes), and will assume full and complete responsibility therefore and all risk in connection therewith. In addition, there to, the Contractor represents that he has special qualifications for doing the work and will complete the said work to the satisfaction of Owner and Engineer.

8. SIGNING OF DOCUMENTS

The Contract Documents shall be signed, in duplicate, by the Chair of County Council and the Contractor.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part thereof without the written consent of the County of Delaware. He shall not sub-contract without prior written approval from the County of Delaware.

10. DEFAULT ON PART OF CONTRACTOR

If the Engineer shall, at any time, be of the opinion that the Contractor is not progressing with the work as rapidly as necessary to insure its completion by the date set forth in the Contract, or is neglecting to remedy any imperfections, or to repair damage to public or private property; or continues to employ or re-employ negligent or careless persons; or is conducting the work in a manner disapproved by the Engineer, or if the Contractor stops or abandons work in a manner disapproved by the Engineer, or if the Contractor stops or abandons work on any part of the construction without the written consent of the Engineer, or is violating any of the provisions of the Contract, the Engineer shall give the Contractor written notice of the deficiencies and direct the Contractor to remedy same. If, at the end of seven (7) days from the date of such notice, the Contractor shall have failed to comply therewith, then the Owner may withhold all payments until the provisions of such notice are carried out and may also place additional forces, equipment, tools and materials on parts of the work at the Contractor's expense, as specified, or it may annul the Contract.

In case the Owner should augment the Contractor's forces, equipment, etc., as herein provided, the cost incurred in carrying on such parts of the work shall be paid by the Contractor. The Owner may retain the amount of the cost of such work from any sum or sums due or to become due the Contractor under this contract. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he files any proceedings under the provisions of the Bankruptcy Act, or if he should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the Engineer or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises by whatever method he may deem expedient including, but not limited to, contracting with another Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional engineering, managerial and administrative services, such balance shall be paid to the Contractor; should the unpaid balance be insufficient to complete the work,

including compensation for engineering, managerial and administrative services, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

11. REMOVAL OF EQUIPMENT

No equipment shall be removed from the work by the Contractor, except as herein designated, until the usefulness of such equipment on the work has ceased or except with the written consent of the Engineer; otherwise, such removal may be considered by the Owner as abandonment on the part of the Contractor.

In the case of annulment or rescission or termination of this Contract for any cause whatsoever before the completion of this Project, no equipment, material or supplies shall be removed from the site without prior authorization in writing from the Owner. Upon written notice from the Engineer to do so, the Contractor shall promptly remove such equipment and supplies from the property of the Owner. The Contractor's failure to carry out the provisions of such notice shall give the right to the Owner to remove such equipment and supplies at the expense of the Contractor.

12. MATERIALS AND WORKMANSHIP

Unless otherwise specifically stipulated in the Specifications all workmanship shall be of the best quality and all equipment, materials and articles incorporated in the work under the Contract shall be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.

Should any dispute arise as to quality and fitness of workmanship, equipment, materials and articles, the decision shall rest strictly with the Engineer and shall be based upon the requirements of the Contract, and what is usual and customary in the execution of other work shall in no way enter any consideration or decision whatsoever.

Where equipment, materials or articles are referred to in the Specifications as equal to any particular standard, the Engineer shall decide the question of quality. The Company shall furnish to the Engineer for his approval, the name of the manufacturer of machinery, mechanical and other equipment which he contemplates incorporating in the work, together with their performance, capacities and other pertinent information.

Where required by the Specifications or when called for by the Engineer, the Contractor shall furnish the Engineer, for his approval, full information concerning the materials or articles which he contemplates incorporating in the work. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

When the Specifications give the Contractor the option of using one of several definitely named makes or kinds of a particular item or "Approved" equal, the Contractor shall use one of the named items or submit a written request to the Engineer for approval and obtain his approval of an equal before purchasing such material.

Where the Specifications call for any stipulated items, "or equal thereto and approved" or other words to that effect, the Engineer shall be the sole judge of the equality of any article or material offered and reserves the right to demand the particular items stipulated.

13. CHANGES IN SPECIFICATIONS

The Owner reserves the right to make any change in the Specifications should any be found desirable previous to commencing or during the progress of the work without, in any other respect or particular, invalidating the original provisions of the Contract without additional expense to the Owner unless such changes require additional labor and/or material. If such a change requires a less amount of labor and/or material than the original work shown or specified, the Owner will be entitled to a credit equal to the difference of the cost of installation. The greater or lesser amount, if any, to be paid the Contractor by the Owner by reason of such changes, shall be as herein specified or as agreed upon between them.

No part of the work shall be altered from that described in the Specifications, nor shall any work in the nature of additional work or any work not contemplated by the Contract Documents be performed except on written order of the Engineer, approved by the Owner, and if any extra additional or different work be proceeded with or executed by the Contractor without previous order given, in writing, under the hand of the Engineer as herein provided, the Contractor shall not be entitled to charge for such extra work.

14. ADDITIONAL OR OMITTED WORK

It is understood that the Owner shall have the right during the progress of construction to make any alterations, additions or omissions of work or material herein specified or shown on the Drawings that may be desired and the same shall be carried into effect by the Contractor without, in any way, violating the Contract. The amount of money to be added or deducted shall be agreed to, **in writing, signed by the two contracting parties, before any changes in the Contract Documents will be in force.**

Unless specifically directed otherwise by the Engineer, the Contractor shall promptly submit his itemized prices for additions, alteration or deductions prior to proceeding with the changes which prices, if approved by the Owner, shall be added to or deducted from the Contract price.

When so directed, the Contractor shall submit separate unit prices on work for both additions to and deductions from the Contract price; adjustment, if any, in the amounts to be paid to the Contractor by reason of any change, addition or reduction shall be determined by one or more of the following methods:

- a. By unit price contained in the Contractor's Proposal and incorporated in the Contract which unit prices include all charges.
- b. By an acceptable lump sum Proposal from the Contractor. Such Proposal shall indicate costs for materials and labor shall indicate overhead and profit.
- c. By actual time and material costs, verified by the Owner's representative, to which it is agreed that an overhead charge of 10% and a profit of 10% will be added.
- d. No extra work or change shall be made unless in pursuance of a written order from the Owner signed and countersigned by the Engineer.

15. SUPERVISION AND LABOR

The Contractor shall provide continuous supervision of all work embraced in the Contract by a duly authorized and competent Superintendent who shall be acceptable to the Engineer. The Superintendent shall be, at all times, in charge of the work and shall be provided with such assistants as are necessary to properly carry on the individual branches of the work. The Superintendent shall represent the Contractor in his absence from the work and all directions, instruction or notices given to the Superintendent by the Engineer shall be as binding as if given to the Contractor.

The Contractor shall, at all times, enforce good order and conduct among his employees. Every employee shall be a first-class workman and competent to perform the work assigned to him. Employees shall not be permitted to trespass or conduct themselves contrary to the rules and regulations governing the Owner's premises. Any employee of the Contractor whom the Engineer considers to be detrimental to the proper carrying out of the work is to be removed promptly on the request of the Engineer and the services of such person shall not be employed on the project site without the written consent of the Engineer.

16. RIGHTS OF VARIOUS INTERESTS

Whenever work is being done by workmen other than those employed by the Contractor, but contiguous to his work, the respective rights of the parties involved shall, if necessary be established by the Engineer. Requests in writing for such determination shall be submitted in a timely manner by the Contractor.

17. INSPECTION OF WORK

The Contractor shall afford the Engineer every opportunity for inspection. All materials and workmanship shall be, at all times, subject to the inspection and acceptance of the Engineer who shall have full power at any time during the progress of the work to reject any materials or workmanship which the Engineer may deem unsuitable for the purpose for which they are intended, or which are not in strict conformity with the Specifications. The Engineer shall also have the power to cause any inferior or unsafe work to be taken down and altered at the cost of the Contractor. When deemed necessary for the proper protection of materials or building, the materials must be sorted and handled as directed by the Engineer. Every part of the work shall be executed to the entire satisfaction and acceptance of the Engineer and Owner.

18. WORK MAY BE PULLED DOWN AND OPENED UP FOR EXAMINATION AND INSPECTION

If directed by the Owner and the Engineer, the Contractor shall pull down, undo or uncover any part of the completed or partially completed work or make openings therein to enable the Engineer to make a proper and thorough inspection and the Contractor, after such inspection, shall repair or reconstruct such affected work to the satisfaction of the Engineer.

If, in the opinion of the Engineer, the work should be found unsatisfactory in any respect, the cost of exposing, removing, replacement and restoring it shall be defrayed by the Contractor.

Should the work thus exposed be found not faulty by the Engineer, and if adequate opportunity was afforded for inspection of the work before it was covered or completed, the cost and expense thereby incurred shall be defrayed by the Owner or the Engineer to the extent to which they mutually accept responsibility for such required corrective work.

19. PERMITS, LICENSES AND CERTIFICATES

The Contractor shall arrange for the issuance of all local permits required, both temporary and permanent, and the Contractor shall not include in his price the cost of any of these items. All other licenses, certificates, inspections, survey and/or inspection fees shall be paid by the Contractor including license to practice his trade.

The Contractor shall deliver to the Engineer certificates of inspection and certificate of occupancy where such are required.

The Contractor shall furnish to the local authorities all necessary bonds or cash deposits required as a pledge and security for the protection or maintenance of any public property.

The Contractor and each of his sub-contractors shall secure and pay for all inspections and certification of their work as required by laws and regulations in effect in the locality in which the project is build including those of the Underwriter's and other regulatory bodies.

20. BUILDING REGULATIONS

The requirements of all applicable laws, rules and regulations of Local and State Departments governing building construction and equipment shall be followed and all work shall be carried out in strict accordance with such requirements even though each item involved be not herein particularly mentioned. Work required by the Specifications above or in excess of the standards required by the above mentioned laws and regulations shall be provided as specified. If the Specifications are at variance with the above mentioned laws and regulations, the Contractor shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted as proved in the Contract. If the Contractor performs any work contrary to such laws, rules and regulations and without such notice to the Engineer, he shall bear all costs arising there from.

21. MOVING MATERIALS

If it becomes necessary at any time during the execution of the work to move materials or equipment which have been temporarily, the Contractor or Sub-contractor furnishing said materials shall, when so directed by the Engineer, move them or cause them to be moved without additional charge.

22. RECEIVING MATERIAL FURNISHED BY OTHERS

Whenever the Contractor or Sub-contractor shall receive items from another Contractor or the Owner for storage, erection or installations, the Contractor or Sub-contractor receiving such items shall give receipt for the items delivered and thereafter, will be held responsible for the care, storage and necessary replacing of items received.

23. INJURY TO PROPERTY

Should any direct or indirect injury be done to any existing installation or structures, or to public or private property of any kind, or to any structure, materials or fixture resulting from any act or omission on the part of the Contractor, his Sub-contractor, employees or Agents, the Contractor shall, at his own expense, restore the same equal to its condition before the said damage or injury was done by repairing, replacing, rebuilding or otherwise as may be required by the Owner, Engineer or the Owner of the damaged property.

24. BONDS

Should any surety upon the bonds for the performance of the Contract and payment for materials and labor become unsatisfactory to the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Owner and of persons

supplying materials and labor in the prosecution of the work required by the Contract, including any change therein.

25. ORDER OF COMPLETION

The Contractor shall complete any portions of the work in such order as may be stated in the Specifications. All work shall be so arranged and Contractor shall so coordinate their work as to complete the work by the date set forth in the Contract.

26. SUSPENSION OF WORK DUE TO UNFAVORABLE CONDITIONS

If, in the judgment of the Engineer, the Contractor is taking undue risk in the interruption of ongoing site operation and risk of damage to any part of the building by proceeding with the work during unfavorable weather or other conditions, the Engineer shall immediately notify verbally the Contractor or his representative on the site, confirming the same in writing, with copies to the Owner. The Owner may thereupon suspend the work temporarily, either wholly or in part, for such periods as may be necessary on account of unsuitable weather or other conditions unfavorable for the safe and proper prosecution of the work. In case of such suspension, no allowance will be made to the Contractor for any expense resulting there from. The Owner shall not be liable to the Contractor in any manner for any other charges whatsoever on this Project. It shall be clearly understood that the failure of the Owner or Engineer to suspend the work shall not relieve the Contractor of his responsibility for compliance with the conditions of the Contract.

27. SUSPENSION OF WORK DUE TO FAULT OF CONTRACTOR

Should the Contractor fail to comply with any order of the Engineer relative to any particular part of the work, the Engineer shall have the right to suspend the work on any or all parts until his orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, it shall be at the expense of the Contractor on account of idle equipment or forced during the terms of such suspension.

28. SUSPENSION OF WORK DUE TO UNFORESEEN CAUSES

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or knowledge; such as acts of God or of a public enemy, fire, flood, epidemic, quarantine, restriction, strike, riot, civil commotion or freight embargo, the period may be extended as hereinafter provided. Suspension of work, as outlined above, shall not in themselves operate to extend the Contract date of completion.

29. REQUEST FOR EXTENSION

The request for extension of time shall be submitted by the Contractor to the Owner and the Engineer setting forth his reasons therefore. In submitting such requests, the Contractor shall state the completion date as stated in the existing Contract, any changes that have been authorized, and the date he is now requesting as a new completion date. The Owner will grant or deny such request at such times he deems proper.

The Owner shall not be liable to the Contractor, in any manner, for any expenses, damages, loss of profits, anticipated or otherwise, or any other change whatsoever arising out of an extension in the completion date of the work of either this Contractor or any Contractor engaged on this Project.

30. STOPPAGE OF WORK BY ENGINEER

Should conditions arise which, in the opinion of the Engineer, warrant a stoppage of work, then the Engineer may so direct. If the work is stopped and the Engineer subsequently directs its resumption, the Contractor shall resume full operation within the period of ten (10) days after date of written notice. The Owner shall not be liable to the Contractor in any manner for any expenses, damages, loss of

profits, anticipated or otherwise, or any other changes whatsoever arising out of the stoppage of the work of either this Contractor or any Contractor engaged on this Project. Any work done by the Contractor during the period of suspension shall be at his sole risk and he shall receive no pay therefore unless the construction is subsequently ordered to be, and is, resumed and the work during the intervals of the suspension can be utilized in the resumed work. In the event the Owner determines that any or all of the work as outlined in the Contract shall be terminated, the Contractor shall request payment for the percentage of the work which he actually has completed under the Contract.

The Owner will then determine the percentage of such work that has been completed and the Contractor will accept as full payment the sum of money determined by applying that percentage to the sum that would have been paid under the terms of the Contract, had all of the work been completed.

31. ESTOPPEL AND WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Engineer shall be precluded or estopped by the measurements, estimate or certificate, made or given by any of them or by any of their agents or employees, under any provision of the Contract, at any time, either before or after the completion and acceptance of the work and payment thereof, pursuant to any measurements, estimates or certificate, from showing the true and correct amount or character of the work performed and materials furnished by the Contractor, nor from showing, at any time, that any such measurements, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials or any parts thereof do not conform in fact to Specifications and Contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials should the said measurements, estimate, certificate or payments be found or be known to be inconsistent with terms of the Contract, or otherwise improperly given, and the Owner shall not be precluded or estopped notwithstanding and such measurements, estimate or certificate or payment in accordance therewith from demands and recovering from the Contractor and/or his surety such damages as may sustain by reason of his failure to comply with the terms of the terms of the Specification and Contract, or on account of any over payments made on any estimate or certificate. Neither the acceptance by the Owner or Engineer or any of their agents or employees, nor any certificate approved for payment of money; nor any payments for, nor acceptance of, the whole or any part of the work by the Owner, nor any extension of time nor any possession taken by the Owner or its employees shall operate as a waiver of any portion of the Contract or any power therein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

32. HIRING, ETC.

That, in hiring of employees for the performance of work under this Contract or any sub-contract hereunder, no Contractor, Sub-contractor nor any other person acting on behalf of such Contractor or Sub-contractor shall, by reason of race, color, creed or sex, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which employment relates.

33. PREVAILING WAGE RATES

If Prevailing Wage Rates apply, the Contractor shall conform to and be bound by the laws of the Commonwealth of PA relating to conditions of employment with respect to Act No. 442. Prevailing Wage Rates apply to any project over \$25,000.00.

34. CONTRACTOR'S SECURITY

Upon notice to the Contractor that he is low bidder, and before award of the Contract, the Contractor shall furnish two (2) Bonds with Surety acceptable to the County, as follows:

One (1) in the full amount of the Contract conditioned for the faithful performance of said Contract, including the indemnification of the Owner, in all respects set forth in these General Conditions and Specifications.

And the other for the full amount of the Contract conditioned to pay for all labor and materials which may be furnished to the Contract or which may enter into the Contract with right in all persons, firms or corporation furnishing such labor or materials to sue on said Bond in the name of the Owner, for his, their or its use.

To each Bond shall be attached a recent financial statement of the Surety, along with a Power of Attorney showing that the person signing the Bonds on behalf of the Surety has the power to do so.

The Surety Bonds are subject to the approval of County Council. No Surety Bond will be approved unless the bonding company shall have a rating of at least "B+" in Best's Key Rating Guide and shall be approved by the United States Department of the Agriculture as a surety company acceptable on Federal Bonds. In addition, the bonding company shall have been registered with the Office of Judicial Support and the Office of Recorder of Deeds of the County of Delaware. The bonds shall be duly executed by the successful bidder as Principal and by the signers of the Agreement of Prepared Surety or Sureties. If the Council determines that the Sureties are not acceptable, the bidder shall replace the bond with bonds offered by Sureties which are acceptable to the Council within ten (10) days of notification by the Council.

35. STEEL PRODUCTS

In accordance with the Pennsylvania Steel Products Procurement Act #1978-3, it is required that if any steel products are to be used or supplied in the performance of the Contract, only steel products as defined in said act shall be used or supplied in the performance of the Contract or any sub-contracts hereunder.

Steel products, as defined in said Act, are products made from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. These steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more of such operations.

36. MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data sheets (MSDS) must be submitted for respective products with your bid proposal in compliance with the Federal Hazard Communication Standard Act (29 CFR 1910, 1200) and various State Right-to-Know laws.

37. GENERAL NOTES

Contracts shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the Central Purchasing Department, in its pre-award evaluation shall, in consultation with the affected dept. head, ascertain and consider:

- a. The expertise of the bidder to perform the Contract or provide the service required
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified and with adequate supervisory personnel
- c. The character, integrity, reputation and judgment of the bidder
- d. The quality of performance on previous contracts and services

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- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service
 - f. The sufficiency of the financial resources of the bidder to perform the contract or provide the service.
 - g. The ready availability of supplies necessary to discharge performance in a prompt and workmanlike manner
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
 - i. The number and scope of conditions attached to the bid

The following will automatically disqualify a low bidder:

- a. Default on the payment of taxes, licenses, or other monies due the County
- b. Default, breach or repudiation on past Contracts which reflect a course of performance deemed deleterious to the County's best interest

When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order else-where shall be prepared by the Central Purchasing Department and filed with the other papers relating to the transaction.

No verbal instructions or information will be binding. The Specifications will be considered clear and complete unless attention is directed in writing to the Director of Central Purchasing, to any apparent discrepancies or omissions thereof, before the opening of the Bids. Bidders should act promptly and allow sufficient time for reply to reach them before the submission of their Bids. Should any change in Specifications be required, an Addendum will be issued to all Bidders and receipt by the Bidders of the Form of Addendum must be acknowledged in space provided on Proposal Page.

Forms of Proposal are provided in these Specifications. This form must be used in submitting Proposal and must be signed by the Bidder.

SPECIAL CONDITIONS

These Special Conditions shall apply to the work as a whole and sub-division and sub-contractor for same should the work be divided. Sub-contractors shall have access to read a copy of these Special Conditions and no Contractor or arrangements with them shall be such as to conflict herewith. Any requirements contained in the General Conditions which differ from any requirements contained in these "Special Conditions" shall be superseded by the requirements of these "Special Conditions."

1. ARRANGEMENT OF THE SPECIFICATIONS

The Contractor is advised that the arrangement of the technical sections of the Specifications is furnished for his convenience only. The allocation of items of work between his sub-contractors is entirely the responsibility of the Contractor.

2. SAFETY DURING CLEANING, REPAIRS AND CONSTRUCTION

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-
- a. The Contractor shall enforce suitable rules and provide the required guards and protective devices for the safety and health of the men employed in it and the public in general, both inside and outside the limit of Contract. The contractors are responsible for compliance with the Federal Occupational Safety and Health Act of 1970.
 - b. The Contractor and all sub-contractors shall immediately report all accidents, injuries or health hazards to the Owner and Engineer, or their designated representatives, in writing.

3. STANDARDS OF QUALITY

- a. Contractor shall be skilled in related work associated with Boiler Inspection and Cleaning and qualified with the American Society of Mechanical Engineers for high and low pressure work in accordance with A.S.M.E. Code. Provide experience profile and A.S.M.E. qualification certificates with Bid Proposal.

4. CASH ALLOWANCES

No cash allowances are allowed.

5. CLEAN-UP

The Contractor shall be responsible for cleaning up of the building and premises.

He shall remove all refuse of any kind regardless as to who may have left them. No rubbish shall be burned at the site. Contractor shall also be responsible for keeping all property outside of the immediate work areas and material storage areas clean and free from all equipment, materials and debris. If any condition of this requirement is violated and persists more than twenty-four (24) hours after notification by the Owner or Engineer, the Owner shall have the right to abate the condition without notice to the Contractor responsible) and charge the cost of abatement to the responsible Contractor.

6. OPERATIONS AND STORAGE AREAS

All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through or disposal of material shall be made upon area not so authorized or approved. The Contractor responsible shall be liable for any and all damage caused by him to such areas.

7. SCAFFOLDS, LADDERS, RUNS AND HOISTS

The Contractor shall construct and maintain such temporary scaffolds, ladders, runs, hoists, centering, shorting and other facilities as required to complete the work under his contract.

8. TIME FOR COMMENCEMENT AND COMPLETION

- a. **It is understood that the Contractor's work will commence within thirty (30) days after the execution of the Contract and be completed within a time period to be specified. Liquidated damages shall be assessed as defined for all days past this limit. It is understood that the County may, on its own decision or initiative, extend the completion date by giving notices to all parties to this contract of its intention to extend.**
- b. Owner shall not be liable for any expense, damages, loss of profits, anticipated or otherwise, or any other charges whatsoever arising out of an extension of time in the completion date when Owner has extended the completion date on its sole initiative and not on a request by a Contractor.

9. INDEMNIFICATION AGAINST SUITS

The Contractor shall indemnify and hold harmless the Owner, County Council, its designees and assigns, the Engineer, assistants and all others who may act for the Board or the Owner from all suits and actions of every kind, nature and description brought by anyone whatsoever against them or any of them in any manner connected with the contract here proposed or the work hereunder; provided that nothing herein stated shall be construed to preclude the Contractor from maintaining an action at law for money which may be due him under the Contract.

10. COMPETENT WORKMEN – RATES OF WAGES

No person shall be employed to do work under such Contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first-class, within the meaning of this clause, except those who are fully skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be the established and current rate of wages paid for such hours by employers or organized labor in doing of similar work in the general geographical location of the project.

11. LIQUIDATED DAMAGES

- a. The Owner will suffer damages if the construction contract/s is not complete as set forth in Proposal form/s.
- b. The contractor and contractor's surety company shall be liable for and shall pay to the Owner the sum of \$1000.00 per day as Liquidated Damages for each calendar day of delay until the construction contract is complete.

RESPONDENTS PLEASE NOTE THAT PAGES 22 & 23 MUST BE COMPLETED AND SUBMITTED IN CONJUNCTION WITH YOUR RESPONSE TO THIS RFP.

Director, Central Purchasing
Delaware County Government Center
Courthouse Complex, Room 228
201 W. Front Street
Media, PA 19063

TOTAL COST TO RETROFIT EXISTING BUILDING TO ACCOMMODATE NEEDS OF STRAY ANIMAL SHELTER _____

MONTHLY COST OF OPERATION OF COUNTY STRAY ANIMAL SHELTER _____

ANNUAL COST OF OPERATION OF COUNTY STRAY ANIMAL SHELTER _____

PROVIDE ALL PROPOSED SERVICES TO BE OFFERED IN THE COUNTY OWNED FACILITY _____

PROVIDE ANY MANDATORY CONTRACTOR CONDITIONS RELATIVE TO YOUR PERFORMANCE REQUIREMENTS DESCRIBED IN THIS RFP _____

PROVIDE YOUR PROPOSED PRICE SCHEDULE FOR PATRONS THAT UTILIZE SERVICES IN THE COUNTY OWNED FACILITY _____

RESPONDENTS SHALL INDICATE WITH AN “X” THOSE SERVICES THAT WILL BE OFFERED THROUGH THIS RFP. THE COUNTY REALIZES THAT SOME SERVICES MAY NOT BE OFFERED BECAUSE OF AVAILABILITY OR ACCESS.

- Assist in the design, retrofit and construction planning of the stray animal hold facility _____
- Agreement to be affiliated with a full service animal shelter _____
- Offer a full scale adoption program _____
- Offer patrol services as described on page 4 C _____
- Offer a dispatch service as described on page 5 E _____
- Offer a spay/neuter program for dogs and cats _____
- Offer veterinarian services as described on page 6 H _____
- Assist in County efforts to obtain grants or other revenue streams and perform all tasks the County deems necessary _____
- Offer safety net resources and owner surrender counseling _____
- Provide an Animal Control Officer for enforcement investigations _____

If this bid is accepted, we agree to execute the attached Form of Contract within **FIFTEEN (15) DAYS** after receiving notice of the award of contract.

It is also understood that this bid may not be withdrawn for a period of sixty (60) days after the opening thereof.

We, who have signed this Proposal Page have read and agree to comply with all parts of the Invitation, Proposal, Bid Forms, Specifications, and General Conditions of this Bid.

Respectfully submitted,

Signature

Name

Title

ATTEST: _____
Secretary or Assistant Secretary

Address of Bidder

This Proposal page must have two (2) signatures and, if the Bidder is a Corporation, the CORPORATE SEAL MUST BE AFFIXED WHEN SUBMITTING BIDS.

If the Bidder is a Partnership, the names of all partners of the firm, as well as the trading name, shall be set forth. If the bidder is a Corporation, this bid must be executed by the President or Vice-President and attested to by the Secretary or Assistant Secretary with the Corporate Seal annexed. If any person other than the above-mentioned officers sign the Proposal, then authorization permitting said person to sign Bids and documents must accompany said Contracts. Only one signature is required if the company is a Sole Proprietorship, however, this must be stated under the signature.

INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY: Before the contract is awarded the Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damages Insurance as shall protect him from all claims or loss arising from Property damages, personal injury and bodily injury including accidental death. Such Insurance Policy shall include Products and Completed Operations coverage and include coverage for damage which may arise from the Operations of the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. The Combined Single Limit of Liability required is \$2,000,000.00 per occurrence with a deductible of no more than \$1,000.00.

***VEHICLES:** Comprehensive Business Automobile Coverage shall be maintained with a Combined Single Limit of Liability in an amount no less than \$1,000,000.00 per occurrence with no deductible.
PROPERTY DAMAGE: \$2,000,000.00 coverage.

WORKER'S COMPENSATION: Worker's Compensation Insurance required by Pennsylvania law covering all Owners, employees and all employees of the General Contractors and Sub-Contractors. In the alternative, a current certificate of Exempt status from the Pennsylvania Department of Labor and Industry is acceptable if the Owner is an Exempt Self-Insurer in the State of Pennsylvania.

EMPLOYER'S LIABILITY INSURANCE: Employer's Liability Insurance with limits not less than \$500,000.00 per accident or employee disease.

UMBRELLA LIABILITY POLICY: Liability policy applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence \$5,000,000 Aggregate \$5,000,000

The County of Delaware shall be named as an additional insured on all policies insofar as the specific contract is concerned. In addition, the Contractor shall furnish the County with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies should also contain a sixty (60) day notice of cancellation clause.

NOTE: IF THE OWNER MAINTAINS A SELF-INSURED PROGRAM OR A LIMITED SELF-INSURANCE PROGRAM FOR ANY OR ALL OF THE EXPOSURES LISTED ABOVE, A COMPLETE DESCRIPTION OF THE PROGRAM WITH INFORMATION ON EXCESS CARRIERS AND FUNDING ARRANGEMENTS SHOULD BE PROVIDED. IN THE EVENT THE WORKER'S COMPENSATION IS SELF-INSURED, A COPY OF THE CURRENT EXEMPTION CERTIFICATE SHALL BE PROVIDED.

- **PLEASE NOTE:** IF VENDOR USES A COMMON CARRIER PLEASE ENCLOSE A LETTER STATING THAT A COMMON CARRIER IS USED AND THEREFORE AUTO LIABILITY DOES NOT APPLY

FORM OF CONTRACT

Articles of Agreement made this _____ day of _____ 20__ Between
_____ hereinafter called (Contractor) and the County
of Delaware (hereinafter called County).

WITNESSETH:

That the Contractor covenants, promises and agrees to and with the County to: _____

For the price of: _____

as per its annexed proposal, and to, in all respects, comply with the terms and conditions of
the Invitation to Proposers, annexed Proposal and the County covenants, promises and agrees
to and with the Contractor to pay it the price of:

_____ for _____

It is further mutually agreed by said parties, in consideration of their aforesaid mutual
covenants, the Annexed Proposal constitute and are a part of the Contract as though fully set
forth herein.

In Witness Whereof, the Contractor and the County have hereunto caused their common
Corporate Seals

To be affixed hereto duly attested by their proper officers the day and year aforesaid.

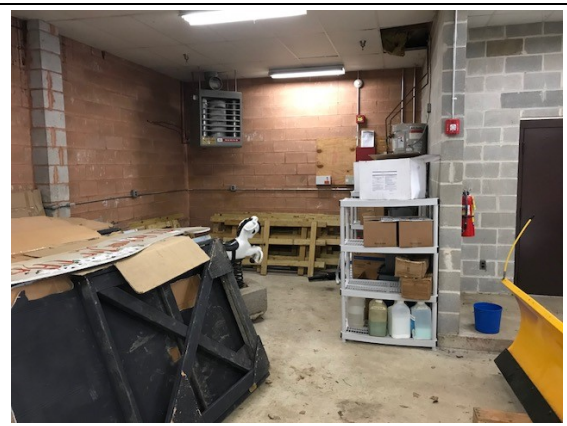
ATTEST: _____
Secretary or Assistant Secretary

Vendor's Signatures

COUNTY OF DELAWARE

Delaware County Council

Attest: _____
County Clerk



The following is attached as Exhibit “A:”

Agreement Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. § § 67.101-3104, (“RTFL”) applies to this Agreement. For the purpose of these provisions, the term “the County” shall refer to the County of Delaware.
- b. If the County needs the Contractor’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Contractor using the legal contact information provided in this Agreement. Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the County.
- c. Upon written notification from the County that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Contractor’s possession, constituting, or alleged to constitute, a record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the county, within five (5) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and,
 2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- d. If the Contractor considers the Requested Information to include, a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The County will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the County’s determination.

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- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County.
 - g. The County will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - h. The Contractor may file a legal challenge to any County decision to release a record to the public with Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the County of any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.
 - i. The Contractor's duties relating to the RTKL are, continuing duties that survive the expiration of the Agreement and shall continue as long as the Contractor has Requested Information in its possession.