

INVITATION TO BID

CLEAN DISTRICT JUSTICE COURTS, EMERGENCY COMMUNICATIONS CENTER, VOTING MACHINE BUILDING, STATE HEALTH BUILDING, THE LEWIS HOUSE, ENVIRONMENTAL CENTER, LEEDOM HOUSE, ROSE TREE TAVERN AND HUNT CLUB BUILDING, COUNTY OF DELAWARE FOR A TERM OF THREE (3) YEARS.

The undersigned Delaware County Council will receive written Proposals at the office of Central Purchasing, Delaware County Government Center, Courthouse Complex, Media, PA 19063, Room #228, until **September 21, 2021**. Bids will be opened by the Bid Opening Committee Board at **9:30 AM** local time on **September 22, 2021** in the County Council Room #100.

Each bid must be submitted on the attached Form of Proposal and must be accompanied by **CASH, CORPORATE BID BOND, CERTIFIED GOOD FAITH CHECK, CASHIER'S CHECK, OR TREASURER'S CHECK, in the amount of Ten Percent (10%) of the total amount of the bid drawn to the order of the County of Delaware** (County). The proceeds thereof will be retained by the County as liquidated damages if the Successful Bidder shall fail to execute the Contract and Bond as set forth in the attached Proposal, Specifications, General Conditions, and Special General Conditions. **NOTE: A BIDDER'S PERSONAL OR NON-CERTIFIED CORPORATE CHECK IS NOT ACCEPTABLE AS FORM OF BID SECURITY. BID SECURITY MUST BE INCLUDED IN A SEPARATE, SEALED ENVELOPE MARKED BID SECURITY AND SUBMITTED WITH THE REQUIRED BID DOCUMENTS.**

Failure to accompany this bid with appropriate bid security described above will automatically disqualify bidder.

As this Invitation, attached Proposal, Specifications, General Conditions, and Special General Conditions refer to each other and constitute a whole, they must be returned **BOUND TOGETHER** as delivered to the bidder, otherwise the bid may be rejected. Two (2) hard copies in addition to two digital versions in pdf format via flash drive must be submitted.

All bids must be sealed and addressed to:
Central Purchasing Department
ATTN: CP-082621
Delaware County Government Center
Courthouse Complex
Media, PA 19063

Any questions pertaining to this Invitation to Bid must be submitted in writing via email to: centralpurchasing@co.delaware.pa.us by Friday, September 3, 2021. Responses will be provided by Friday, September 10, 2021 and posted to the County website at <https://www.delcopa.gov/purchasing/invitbid.html>. Telephone inquiries will not be entertained.

The Delaware County Council reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of equipment and/or service to be furnished meet 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 and award bids accordingly.

Brain, P. Zidek
Monica Taylor
Kevin M. Madden
Elaine Paul Schaefer
Christine A. Reuther
DELAWARE COUNTY COUNCIL

PLEASE NOTE: THE ENTIRE BID PACKAGE MUST BE RETURNED ON THE DUE DATE. FAILURE TO DO SO COULD RESULT IN THE BID BEING DISQUALIFIED

Bidder’s Name, Address & Phone Number

Note to Bidder: _____
Insert Name of Bonding Company and Insurance Carrier

Execution date of Contract
(Vendor-Do Not Fill In)

Terms _____
(if offered, please list here)

Note to All Bidders:
Please fill out Name, Department, and Phone Number of the Contact Person Responsible for Bid:

SPECIAL NOTICE

1. Prospective bidders must provide the full name of insurance carrier.
2. The insurance requirements are a critical portion of these specifications, and must be completely satisfied. **No exceptions will be made.**
3. The Delaware County Council reserves the right to reject any or all bids or parts thereof. They also reserve the right to award the Contract in such a manner deemed to be in the best interest of the County. However, Bidder must bid all parts of an item to be considered.
4. No sub-contractors allowed.
5. This is a more or less contract.
6. When the Contract has no specific amount to be purchased the Bid Bond is to be in the amount of \$_____;
Awarded Vendor must obtain a Performance Bond in the amount of ten times (10x) the amount of the Bid Bond.
7. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement. Therefore, this Agreement is subject to, and the CONTRACTOR shall comply with the two page attachment entitled “Agreement Provisions-Right-to-Know Law”, which is included as an integral part of this Agreement, labeled Exhibit “A” and incorporated herein as though fully set forth.

PROPOSAL

_____20_____

Director, Central Purchasing
Delaware County Government Center
Courthouse Complex
Media, Pennsylvania 19063

Sir:

We the undersigned do hereby offer to -

CLEAN OUTLYING COUNTY OFFICES, COUNTY OF DELAWARE, in accordance with the attached Specifications, Special General Conditions and General Conditions FOR A TERM OF (3) THREE YEARS:

<u>ITEM 1</u>	<u>1ST.</u>	<u>YEARS</u> <u>2ND.</u>	<u>3RD.</u>
Three (3) District Justice Offices See Specifications for Item No. 1	\$ _____	\$ _____	\$ _____
 <u>ITEM 2</u>			
Three (3) a. Emergency Communication Center b. Voting Machine Building c. State Health Building See Specifications for Item No. 2	\$ _____	\$ _____	\$ _____
 <u>ITEM 3</u>			
Two (2) Lewis House and Environmental Center, Leedom House, Whole House (Rose Tree Park) Hunt Club Bldg., Bottom Floor (Rose Tree Park) See Specifications for Item No. 3	\$ _____	\$ _____	\$ _____
 <u>ITEM 4</u>			
Medical Examiner's Office See Specifications for Item No. 4	\$ _____	\$ _____	\$ _____
 <u>ITEM 5</u>			
Library Services Office See Specifications for Item No. 5	\$ _____	\$ _____	\$ _____
 <u>ITEM 6</u>			
Public Defenders See Specifications for Item No. 6	\$ _____	\$ _____	\$ _____

ITEM 7

Intercommunity Health
See Specifications for Item No. 7

\$ _____ \$ _____ \$ _____

ITEM 8

Planning Department
See Specifications for Item No.8

\$ _____ \$ _____ \$ _____

ITEM 9

E.M.S. Office
See Specifications for Item No. 9

\$ _____ \$ _____ \$ _____

ITEM 10

Human Services
See Specifications for Item No.10

\$ _____ \$ _____ \$ _____

ITEM 11

PA STATE CRIME LAB
(Cleaning done Tuesdays & Thursdays)
See Specifications for Item No. 11

\$ _____ \$ _____ \$ _____

ITEM 12

JUVENILE PROBATION (SHARON HILL)
See Specifications for Item No. 12

\$ _____ \$ _____ \$ _____

ITEM 13

WELLNESS CENTER
See specifications for Item No. 13

\$ _____ \$ _____ \$ _____

GRAND TOTAL ITEM NOS. 1 – 13

FOR YEAR ONE \$ _____

FOR YEAR TWO \$ _____

FOR YEAR THREE \$ _____

GRAND TOTAL \$ _____

Floor Care for all County buildings (Items 1 – 13)

Strip & Wax

\$ _____
per sq. ft.

Carpet Cleaning

\$ _____
per sq. ft.

***CONTRACT WILL BE FOR 1, 2 OR 3 YEARS, DEPENDING ON PRICE**

SPECIFICATIONS
DISTRICT JUSTICE LOCATIONS
ITEM NO. 1

Administrative Office for District Justices (4,200 sq. ft.)
100 West Front Street
Media, Pennsylvania 19063

12 employees at 100 West Front
4,200 square feet
5 bathrooms

Cleaned: Twice a week – Wednesday evening – anytime on weekend
Each cleaning must consist of:

1. Empty trash and replace liners
2. Dust windowsills, counters, dust and polish furniture
3. Dust baseboards and vacuum floors and under radiators
4. Wash counters and trashcan and scour sink in kitchen area
5. Wash bathroom floors and vanities, scour sinks and toilets
6. Replace toilet paper and paper towels

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

Upper Darby District Courts (5906 sq. ft.)
1550 Garrett Road
Upper Darby, PA 19082

31 employees
7,204 square feet
4 bathrooms

Cleaned Monday through Thursday evening – anytime on weekend
Each cleaning must consist of:

1. Empty trash cans and replace liners
2. Wash counters, dust windowsills and dust and polish furniture
3. Dust baseboards and vacuum floors
4. Clean and disinfect kitchen/storage area
5. Wash restroom floors and scour sinks and toilets
6. Replace paper towels and toilet paper

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

Chester District Court (18000 sq. ft.)
529-531 Penn Street
Chester, PA 190013
Cleaned: 5 Times a week – Monday – Friday evenings
Each cleaning must consist of:

- 1. Empty trash and replace liners
- 2. Dust windowsills, counters, dust and polish furniture
- 3. Dust baseboards and vacuum floors and under radiators
- 4. Wash and disinfect counters and trashcan and scour sink in kitchen area
- 5. Wash and disinfect restroom floors and scour sinks and toilets
- 6. Replace toilet paper and paper towels
- 7. Clean glass on entry doors

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.

BIDDER MUST BID ON ALL ITEMS FOR HIS BID TO BE CONSIDERED.

Any question/s concerning the items for the cleaning of District Justice Offices, bidder should contact: Joan Van Horn, First Assistant Administrator for District Justice 610-565-6990 or Carol Gallagher 610-565-6990.

<u>Totals For Item # 1</u>	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

SPECIFICATIONS
CLEANING OF COUNTY BUILDINGS
 Emergency Communication Center
 Voting Machine Building
 State Health Building
 ITEM NO. 2

ITEM #2

- a. Emergency Communication Center (16,000 sq. ft.)
 360 N. Middletown Rd. (Route 352)
 Lima, PA

Cleaned seven (7) times a week (day time)
 Must start between 8:00am & 10:00am
 Monday – Friday – Complete Building
 Saturday & Sunday – Common Areas, Rest Rooms
 & Radio Room Only

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

- b. Voting Machine Building (29,580 sq. ft.)
 24th & Potter Streets
 Chester, PA

Cleaned twice (2) a week (day time)
 Must start between 8:00am & 10:00am

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

- c. State Health, Juvenile Office & Adult Probation (25,000 sq. ft.)
 5th & Penn Streets
 Chester, PA

Cleaned five (5) times a week (evening)

Totals	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

<u>Totals For Item # 2</u>	\$ _____	\$ _____	\$ _____
	Year One	Year Two	Year Three

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including: counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be daily cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
 - i. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.

If you have any questions for the Cleaning of County Buildings, please call Tayonna Brown at (610)-891-4063.

SPECIFICATIONS

ITEM NO. 3

These are the Specifications for cleaning the Lewis House, Environmental Center, Leedom House (2,487 sq. ft.), Whole House (Rose Tree Park) and Hunt Club Building (3,818 sq. ft.), Bottom Floor (Rose Tree Park) (4,960 sq. ft.):

Rose Tree Park
1671 N. Providence Road
Media, PA 19063

1. Empty all trashcans and replace liners when needed.
2. Empty all ashtrays and wipe them clean.
3. Vacuum all carpeted areas.
4. Windex all glass doors.
5. Polish all wood furniture.
6. Dust all baseboards, walls, ceilings etc, as needed.
7. Bathrooms will be thoroughly cleaned and disinfected.
8. Sweep and wet mop all tiled areas.
9. All tables, chairs, countertops, etc, must be cleaned.
10. Front walkways must be swept.
11. Supplying paper products: toilet tissue, paper cups, trashcan liners and C-fold paper towels.

This cleaning to be performed twice weekly and must be done after 5:00 PM or on weekends.

Any questions, please call Ruby Jones, Administrative Assistant or Marc Manfre, Director of Parks and Recreations at (610) 891-4663 or (610) 891-4664.

Totals For Item #3

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
CLEANING OF MEDICAL EXAMINER'S OFFICES
ITEM NO. 4

Medical Examiner's Office Area Only (30,390 sq. ft.)
Fair Acres Complex
Building No. 19
340 N. Middletown Rd.
Media, PA 19063

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - j. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
 - k. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.

This cleaning to be performed once weekly and must be done between 8:30am and 4:00pm Monday - Friday.

Any questions, please call Maria McKnight at (610) 891-5954 or (610) 891-5950.

Totals For Item #4

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
CLEANING OF LIBRARY SERVICES OFFICES
ITEM NO. 5

Library Service's Office (6,000 sq. ft.)
Fair Acres Complex
Building No. 19
340 N. Middletown Rd.
Media, PA 19063

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - l. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
 - m. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS.

This cleaning to be performed twice weekly (Tuesday and Friday) and must be done between 8:30am and 4:00pm Monday - Friday.

Any questions, please call Catherine Bittle at (610) 891-8622.

Totals For Item #5

\$ _____
Year One

\$ _____
Year Two

\$ _____
Year Three

SPECIFICATIONS
CLEANING OF PUBLIC DEFENDERS OFFICES
ITEM NO. 6

Public Defenders Office (.9096 sq. ft.)
220 N. Jackson St.
Media, PA 19063

Daily Cleaning

1. Empty all waste receptacles and remove trash to designated area.
2. Wash interior of waste receptacles as necessary.
3. Empty and clean ashtrays and receptacles.
4. Thoroughly dust all horizontal surfaces.
5. The kitchen will be thoroughly cleaned including; counter tops, sinks, tabletops, spot clean walls and sweep and mop floors.
6. Clean glass doors.
7. Thoroughly vacuum all carpeted areas.
8. Dry mop all asphalt or vinyl floor tile with treated mops.
9. Sweep and wet mop ceramic tile floors.
10. Sweep and mop all staircases.
11. Woodwork and partitions to be cleaned as required.
12. The bathrooms will be cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - n. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
 - o. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.

This cleaning to be performed 3 times weekly; Tuesday, Wednesday and Friday
Between 8:30 and 4:30
Any questions, please call Kristin Drye at (610) 891-4070.

Totals For Item #6

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
CLEANING OF INTERCOMMUNITY HEALTH OFFICES
ITEM NO. 7

Intercommunity Health (7,893 sq. ft.)
220 W. Front St.
2nd Floor
Media, PA 19063

1. Empty all trashcans and replace liners when needed.
2. Vacuum all carpeted areas.
3. Windex all glass doors.
4. Polish all wood furniture.
5. Dust all baseboards, walls, ceilings etc., as needed.
6. Sweep and wet mop all tiled areas.
7. All tables, chairs, countertops, etc., must be cleaned.

This cleaning is to be done twice weekly, Tuesday and Thursday between 8:30 and 4:30.
Any questions, please call Lori Devlin at (610) 891-5311.

Totals For Item #7

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
CLEANING PLANNING DEPARTMENT
ITEM NO. 8

Planning Department (6,780 sq. ft.)
1055 Baltimore Pike
1st Floor
Media, PA 19063

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - p. Replenish all paper towels, toilet tissue and soap dispensers as needed.
 - q. Replace urinal screens as needed.

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.

This cleaning to be performed 3 times weekly; Tuesday, Wednesday and Friday
Between 8:30 and 4:30

Any questions, please call Michelle Signora at (610) 891-5202 or (610)-891-5200.

Totals For Item #8

\$ _____
Year One

\$ _____
Year Two

\$ _____
Year Three

SPECIFICATIONS
CLEANING EMS OFFICE
ITEM NO. 9

EMS Offices (2,500 sq. ft.)
Ogden House
350 N. Middletown Rd.
Media, PA 19063

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers.
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - r. Replenish all paper towels, toilet tissue and soap dispensers as needed.
 - s. Replace urinal screens as needed.

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.
4. Venetian blinds to be dusted.
5. All windows to be washed, inside and outside.
6. Spray buff tile floors.
7. High dust all wall décor.
8. High dust ceiling fans.

Quarterly Cleaning

1. Walls to be dusted, removing and cleaning pictures, charts, etc.
2. Louvers, grills etc. to be cleaned.
3. All surfaces not normally reached in nightly cleaning to be dusted.
4. Floors to have complete maintenance.

Semi-Annually

1. All light fixtures to be removed and washed.
2. Strip, Seal and wax all VCT tile flooring.
3. Clean carpets throughout.

BIDDER TO INCLUDE COST OF CLEANING PRODUCTS, PAPER TOWELS, TOILET TISSUE AND TRASH CAN LINERS.

This cleaning to be performed 2 times weekly; Tuesday and Thursday.
Between 8:30 and 4:30
Any questions, please call Patrick O’Connell at (610) 891-5314.

Totals For Item #9

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
HUMAN SERVICES BUILDING
ITEM NO. 10

Human Services (10,300 sq. ft.)
20 S. 69th Street
3rd & 4th Floors
Upper Darby, PA 19082

Daily Cleaning

1. Empty all waste receptacles, replace liners and remove trash to designated area. (Liners to be provided by the County).
2. Wash interior and exterior of waste receptacles as necessary.
3. Thoroughly dust all horizontal surfaces; to include windowsills, office furniture, office equipment, cleared desktops, tabletops, file cabinets, counter tops, etc.
4. The kitchen will be thoroughly cleaned including; disinfecting counter tops, sinks, and tabletops. Clean front of cabinets and major appliances as needed. Spot clean walls and sweep and mop floors. Stock all paper dispensers. (To be supplied by County)
5. Thoroughly vacuum all carpeted areas.
6. Spot clean carpets for stains as needed.
7. Dry mop all asphalt or vinyl floor tile with treated mops.
8. Sweep and wet mop ceramic tile floors.
9. Sweep and mop all staircases.
10. Woodwork and partitions to be cleaned as required.
11. Remove any debris from immediate exterior of facility entry.
12. Sweep and damp mop elevators.
13. The bathrooms will be daily cleaned as follows:
 - a. Damp wipe all partitions, tile ledges, towel, tissue and soap dispensers using disinfectant and deodorizer.
 - b. Clean and polish all mirrors and bright work.
 - c. Scour and sanitize all sinks, bowls and urinals.
 - d. Thoroughly sweep and wet mop all tile floors.
 - e. Wash both sides of toilet seat with soap and water.
 - f. Damp wipe walls and wash with disinfectant, when necessary, tile walls near urinals.
 - g. Polish flushmaster, piping, toilet hinges and other metal work.
 - h. Replenish all paper towels, toilet tissue and soap dispensers as needed. (To be supplied by the County)
 - i. Replace urinal screens as needed. (To be supplied by County)

Weekly Cleaning

1. Asphalt and vinyl floors to be maintained by wet mopping, waxing and buffing.
2. Spot clean – marks on walls, light switches, doors, door frames, etc.

Monthly Cleaning

1. Wash down walls in washrooms and stalls from trim to floor and maintain with disinfectant.
2. Floors to be maintained by complete cleaning and polishing.
3. Desk tops to be cleaned, washed and polished.

- 4. Venetian blinds to be dusted.
- 5. All windows to be washed, inside and outside.
- 6. Spray buff tile floors.
- 7. High dust all wall décor.
- 8. High dust ceiling fans.

Quarterly Cleaning

- 1. Walls to be dusted, removing and cleaning pictures, charts, etc.
- 2. Louvers, grills etc. to be cleaned.
- 3. All surfaces not normally reached in nightly cleaning to be dusted.
- 4. Floors to have complete maintenance.

Semi-Annually

- 1. All light fixtures to be removed and washed.
- 2. Strip, Seal and wax all VCT tile flooring. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**
- 3. Clean carpets throughout. **(INCLUDE IN YOUR BID PRICE, THIS IS NOT AN ADDITIONAL CHARGE)**

PAPER TOWELS, TOILET TISSUE AND SOAP FOR DISPENSERS AS WELL AS URINAL SCREENS WILL BE SUPPLIED BY THE COUNTY FOR THE CLEANING OF COUNTY BUILDINGS.

If you have any questions for the Cleaning of Human Services Buildings, please call Kelly Wiltsie at (610) 713-2323.

Totals For Item #10

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
PA STATE CRIME LAB (8,500 sq. ft.)
ITEM NO. 11

PA STATE CRIME LAB
Middletown Road
Lima, PA 19037

Daily Cleaning

1. Remove all trash and replace liners (supplied by customer).
2. Thoroughly cleaning and disinfect all restrooms (2) top to bottom including: Replacing, toilet paper, hand towels, soap, sweeping and mopping all floors, disinfecting all toilets, urinals, and sinks, washing all mirrors, wiping partitions, spot cleaning all walls, etc. (paper goods supplied by customer)
3. Thoroughly clean and disinfect all kitchen area: including all horizontal surfaces, sweeping and mopping all floors, inside and outside of microwaves, etc.
4. Thoroughly sweep and mop all hard-surfaced floors.
5. Thoroughly vacuum all carpeted areas.
6. Thoroughly wash all entrance glass doors.
7. Thoroughly wipe and disinfect all open horizontal surfaces – i.e. desks, tops of cubicles, tops of partitions, etc.

Weekly Cleaning

1. Spot Clean all intra office glass throughout

Monthly Cleaning

1. Dust all reachable ceiling vents, reachable horizontal surfaces, etc.
2. Thoroughly sweep garage
3. Thoroughly clean and disinfect all phones (on a monthly basis).

Totals For Item #11

\$ _____	\$ _____	\$ _____
Year One	Year Two	Year Three

SPECIFICATIONS
JUVENILE PROBATION (SHARON HILL) (1,200 sq. ft.)
ITEM NO. 12

Juvenile Probation
1600 Calcon Hook Road
Building #4
Sharon Hill, PA 19079

Common Areas Hallways and Offices

1. Clean, disinfect, and dust all open desk surfaces
2. Remove garbage and replace liner as needed
3. Vacuum carpeted areas
4. Disinfect all High touch point areas. i.e. doorknobs and handles, dispensers, etc.

Weekly

1. Clean and remove fingerprints on doors and glass.
2. Dust electronics & monitors.
3. Perform dusting on horizontal surfaces.

Monthly

1. Perform high dusting on vertical surfaces.

Break Room

1. Re-stock paper products and hand soap as necessary.
1. Remove garbage and replace liner as needed.
2. Take recyclables to designated location.
3. Wipe and disinfect all horizontal surfaces.
4. Vacuum all carpeted areas.
5. Clean and disinfect counter space and sink.
6. Thoroughly clean and disinfect microwave (inside and outside).

Weekly

1. Perform dusting on horizontal surfaces.

Monthly

1. Perform high dusting on vertical surfaces.

Restrooms

Daily

1. Thoroughly sweep and mop all floors with Neutral floor cleaner with disinfect
2. Thoroughly wash and disinfect all Mirrors, sinks, dispenser, toilets, door handles, partitions, stall walls, etc.
3. Thoroughly clean and Scrub all toilets and Urinals and disinfect
4. Remove all trash and replace liners
5. Replace and Replenish all paper products

Monthly

1. Dust tops of stalls, dispensers, vents

Totals For Item #12

	\$_____	\$_____	\$_____
Year One	Year Two	Year Three	

SPECIFICATIONS
WELLNESS CENTER (YEADON) (6,659 sq. ft.)
ITEM NO. 13

Wellness Center
125 Chester Avenue
Yeadon, PA 19050

Lobby

Daily

1. Clean and disinfect surfaces
2. Mop floor with neutral floor cleaner
3. Remove garbage and replace liner as needed
4. Sweep floor surfaces
5. Vacuum carpeted areas
6. Disinfect all high touch points

Weekly

1. Spot clean and remove fingerprints on entrance glass
2. Perform dusting on horizontal surfaces

Monthly

1. Perform high dusting on vertical surfaces

Common Areas

Daily

1. Clean and disinfect surfaces
2. Mop floor with neutral floor cleaner
3. Remove garbage and replace liner as needed
4. Sweep floor surfaces
5. Vacuum carpeted areas
6. Disinfect all high touch points

Weekly

1. Spot clean and remove fingerprints on entrance glass
2. Perform dusting on horizontal surfaces

Monthly

1. Perform high dusting on vertical surfaces

Kitchen/breakroom

Daily

- 1. Mop floor with neutral floor cleaner
- 2. Re-stock paper products and hand soap as necessary
- 3. Remove garbage and replace liner as needed
- 4. Sweep floor surfaces
- 5. Take recyclables to designated location
- 6. Disinfect all high touch points

Weekly

- 1. Perform dusting on horizontal surfaces

Monthly

- 1. Perform high dusting on vertical surfaces

Bathrooms (3)

Daily

- 1. Clean and disinfect all fixtures (sinks, toilets, urinals) and countertops
- 2. Clean mirrors and spot clean any glass
- 3. Mop floor with neutral floor cleaner
- 4. Re-stock paper products (hand towels, toilet paper) and hand soap as necessary
- 5. Remove garbage and replace liner as needed
- 6. Sweep floor surfaces
- 7. Disinfect all high touch points.

Weekly

- 1. Perform dusting on horizontal surfaces
- 2. Spot clean partitions

Monthly

- 1. Perform high dusting on vertical surfaces

Totals For Item #13

\$ _____
Year One

\$ _____
Year Two

\$ _____
Year Three

SPECIAL GENERAL CONDITIONS

- 1 . Pennsylvania State Criminal background checks must be provided by bidder and included for all employees that will be entering County Buildings. Contract will not be accepted without these checks.
2. If new employees are to be brought into our buildings during the course of the contract a PA State background check must be provided by the awarded vendor before they shall be allowed to enter our buildings’.
3. Please note all vendors must be able to verbally understand and communicate with County Personnel to receive any changes to cleaning instructions.

Vendors must also be able to follow and understand written instructions given to them by County Personnel.

GENERAL CONDITIONS

1. It is understood that parties making bids accept all terms and conditions contained and expressed in the Specifications, General Conditions and Special General Conditions.
2. No verbal instructions or information will be binding. The Specifications will be considered as clear and complete unless attention is called to any apparent discrepancies or incompleteness thereof, before opening of the Bids. Should any change in Specifications be required, they will be issued to all bidders in the form of an Addendum to the Original Bid.
3. Any exception/s taken to the Specifications of this Bid must be in writing listing on a separate page and attached firmly to the Bid.
4. The Delaware County Council reserves the right to reject any or all Bids or parts thereof. They also reserve the right to award the Contract in such a manner deemed to be in the best interest of the County.
5. The Successful Bidder shall be required to enter into a written Contract and Bond with the County of Delaware **within twenty (20) days after notice that his bid has been accepted**, failure to do so shall be sufficient reason for the County Council to rescind their action accepting the Bid and to accept the Bid of the next lowest responsible Bidder. If the Successful Bidder shall fail to execute a Contract as set forth in these General Conditions, deposit will be forfeited as liquidated damages.
6. As this is a multiple year Contract, the Successful Bidder shall be required to furnish a Bond guaranteeing the Contractor's performance for only the first year of the Contract in an amount to be computed by dividing the total Contract price by the number of years the Contract is to run. In that event, the Contractor should furnish a Bond for each succeeding year of the Contract at least sixty (60) days prior to the expiration of the then current Contract year. Should single year bonds as herein described be permitted, then the amount of the Bond for the subsequent years shall be determined by subtracting from the total Contract price the amounts already paid under the Contract in previous year/s and dividing this by the number of years remaining on the Contract; however, an additional ten percent (10%) shall be added to the amount of the Bond for each year after the first year.
7. Each Bidder, when submitting his Bid, must deduct the Manufacturer's Excise Tax, if any, which the County as a political subdivision is exempt from paying. The County Council agrees that they will execute the necessary Forms of Tax Exemption Affidavits, when presented to them by the Successful Bidder. Also, each Bidder must exclude the Pennsylvania Sales Tax Allowance, if any. The County Council agrees that they will execute the necessary Sales Tax Exemption Affidavits
8. The Contractor agrees to indemnify and save harmless the County and their representatives from all suits or actions of every nature and descriptions brought against them or either of them, or on account of the use of patented appliances, products or processes.
9. Do not ship without a Purchase Order; shipments must have the Contract number and the Purchase Order number on all packages and invoices.
10. Material Safety Data Sheets (MSDS) must be submitted where required for respective products by Successful Bidder prior to Contract execution.
11. No deliveries to be made on the attached list of holidays.
12. Special Note: THE COUNTY MAY DURING THE TERM OF THIS CONTRACT NOT REQUIRE OFFICE CLEANING FROM ONE OR MORE OF THE LOCATIONS. IN THIS EVENT, THE COUNTY SHALL HAVE NO LIABILITY FOR PAYMENTS AND THE CONTRACT SHALL BE CONSIDERED TERMINATED WITH RESPECT TO THE LOCATION OR LOCATIONS INVOLVED.

12. The acceptance of all Bids for Contracts is made expressly conditional upon a satisfactory rating from a pre-award investigation conducted by the Central Purchasing Department.

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 Department 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.
- 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 factors 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 a past Contract or 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 elsewhere shall be prepared by the Central Purchasing Department and filed with other papers relating to the transaction.

AGREEMENT FOR SERVICE

This Agreement for Services (this “Agreement”) is made the ___ day of _____, 20__ between [CONTRACTOR] (“Contractor”), [address] and the COUNTY OF DELAWARE (“County”), 201 West Front Street, Media PA 19063.

I. Background

County wishes to obtain certain services as described in Exhibit B to this Agreement (the “Services”). Contractor desires to provide to County, and County has agreed to retain Contractor to provide, the Services to County, as set forth in (i) [Name/ Date of Proposal] (the “Proposal”), and (ii) County’s [RFP Name and Date] (the “RFP”) both of which are attached hereto as part of Exhibit B.

The execution of this Agreement was approved by County Council on _____, 20__.

II. Duties

- A. The “Standard Terms of Contract” attached hereto as Exhibit A and the provisions set forth in Exhibit B are incorporated herein as if set forth in full; provided, that if there is any conflict between the provisions in Exhibit A and the provisions of the RFP, the provisions of the RFP shall control.
- B. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement and in Exhibit A and Exhibit B.
- C. It is expressly acknowledged by the parties that County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- D. Title to all deliverables generated by Contractor in performance of this Agreement shall be vested in the County to use in any manner and for any purpose it may desire. Contractor shall not publish any deliverables generated in its performance of this Agreement without the written consent of the County, to be given or withheld in its sole discretion.

III. Term and Termination

- A. The term (the “Term”) of this Agreement will begin on _____ and end on _____.
- B. Unless otherwise set forth in Exhibit B, this Agreement may be terminated before the end of the Term as follows:
 - (1) County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to Contractor.

- (2) County may terminate this Agreement immediately at any time by giving written notice of termination to Contractor and without prejudice to any other rights or remedies County may have, if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after Contractor's receipt of County's notice of the breach which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach which notice shall specify in reasonable detail the nature of the breach.
- (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit B.

IV. Payment

- A. Contractor shall receive the compensation set forth in Exhibit B as payment for all the Services Provided by Contractor pursuant to this Agreement.
- B. The total payments due under this Agreement for all Services provided by Contractor pursuant to this Agreement shall not exceed the amount set forth in Exhibit B.
- C. After execution of this Agreement by Contractor and County, each month after receipt of Contractor's invoice with respect to Services performed in the prior month, County will pay Contractor amounts due Contractor under this Agreement as set forth in Exhibit B. Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for services acceptable to County.
- D. County will pay Contractor undisputed amounts due under this Agreement within forty five (45) days of receipt of each invoice.
- E. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective at the beginning of the Term as provided herein.

[CONTRACTOR]

COUNTY OF DELAWARE

By: _____
Title:

CHAIRMAN, COUNTY COUNCIL

Attested _____
County Clerk

Exhibit A
Standard Terms of Contract

1. Contractor, in consideration for the acceptance of its proposal and/or bid and the award of the contract thereunder and the payment hereinafter to be made, covenants, proposes, and agrees with County to furnish and deliver the labor, supplies, materials and equipment and to do and perform services, labor, and work as more particularly set forth and specified in all items of the general specifications and/or instructions to bidders and bid of the contractor and all in strict accordance therewith.
2. Contractor covenants and agrees to assume, and does hereby assume, all liability for and shall and does agree to indemnify, save harmless and defend County and its officials, officers, agents and employees against any and all loss, costs, suits, claims, charges, or damages of any kind and nature by any party arising from (i) injuries sustained by mechanics, laborers, workmen or by any person or persons whatsoever, to their person or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts or trespasses happening in and about, or in any way incident to or by reason of the furnishing and delivery of the said materials, supplies, services and equipment or the performance of the said work and labor or (ii) negligent acts or omissions of Contractor or its employees, agents or subcontractors, including, in each case, costs, counsel fees and all expenses of a defense, and shall defend any and all actions brought against the County based upon any such claims or demands.
3. Contractor agrees that neither Contractor nor any permitted subcontractor nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract.
4. Contractor agrees to comply with the insurance provision set forth in Exhibit B.
5. The Agreement shall be binding upon the successors and permitted assigns of the parties hereto. Contractor covenants and agrees not to assign, transfer or subcontract this Contract without first obtaining the prior written consent of the County, and any attempted assignment, transfer or subcontract to which the County does not consent shall be null and void.
6. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this the Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No. (717) 783-6472 / FAX No. (717) 787-9138.
7. Contractor covenants that only persons legally present and able to work in the United States shall be employed in any capacity in the performance of this contract.
8. At the County's request, Contractor hereby agrees to provide statements to the County reflecting the work performed and materials supplied to date and the cost thereof.
9. The Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws. The exclusive venue for any action and/or proceeding concerning, arising from, and/or relating to the Agreement shall be the state and federal courts located, respectively, within the Commonwealth of Pennsylvania, Delaware County and/or the United States District Court for the Eastern

District of Pennsylvania. Each party hereto waives any and all objections to the foregoing designated jurisdiction(s), including without limitation those that may be based on the theory of an inconvenient forum.

10. The Contract for Service executed by the County and Contractor, and all attachments, forms the entire agreement between the parties and there are no other agreements, either written or oral, between them.
11. Any provision of the Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement. Contractor acknowledges that the Agreement may be funded by grants from Federal or State sources, and Contractor agrees that it shall comply with all applicable requirements of any grant agreement.
12. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.
13. The Agreement may be amended only by a written instrument signed by both County and the Contractor.
14. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either the County or the Contractor.
15. The Agreement shall be binding upon the successors, administrators and permitted assigns of Contractor.
16. All government and business information disclosed by County to Contractor in connection with the Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.
17. **THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR INJURY OF ANY KIND IN CONNECTION WITH THE AGREEMENT.**

PERFORMANCE BOND

Know All Persons by These Present, that _____
_____(PRINCIPAL) and _____
(SURETY) and held and firmly bound unto the County of Delaware in the Commonwealth of
Pennsylvania (hereinafter called County) in the sum of: _____ lawful money
of the United States of America, to which payment will and truly to be made, we do hereby
jointly and severally bind and oblige ourselves and our respective successors and assigns firmly
by these present:

Sealed with our Seals this _____ day of _____ 20_____.

Whereas, the above bounden Principal has entered into a written Contract with the

County to: _____

for the prices set forth in said Proposal, which said Contract is by reference made a part thereof.

Now the condition of this obligation is such that, if the above bounden Principal shall
well and truly perform said Contract and fully and faithfully carry out to complete the same in
all respects, then this obligation shall be void and of no effect, otherwise, to continue in full
force and virtue.

In Witness Whereof, the Principal Surety have hereunto caused their common or Corporate Seals
To be affixed hereto duly attested by their Officers, the day and year aforesaid.

ATTEST: _____

Authorized Signature for Vendor

Countersignature of PA
Resident Agent*

BY: _____
Principal – Company Name of Vendor

Surety Company Name

Sealed & Delivered
In the Presence Of:

BY: _____
Attorney-In-Fact

*NOTE: IF YOUR BONDING COMPANY IS NOT A PENNSYLVANIA COMPANY, THE PERFORMANCE BOND MUST BE COUNTERSIGNED BY A PENNSYLVANIA RESIDENT AGENT IN THE SPACE PROVIDED ABOVE WITH PROOF OF THEIR PENNSYLVANIA RESIDENCY. THE COUNTY, UNDER THE COUNTY ADMINISTRATIVE CODE, DOES REQUIRE THE SIGNATURE.

TO ALL VENDORS

PLEASE BE ADVISED THAT THE COUNTY OF DELAWARE WILL STRICTLY ENFORCE: THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO ENTER INTO A FORM OF CONTRACT WITH THE COUNTY OF DELAWARE WITHIN **FIFTEEN (15) WORK DAYS** AFTER NOTICE OF THE ACCEPTANCE OF ITS BID. FAILURE TO DO SO SHALL BE SUFFICIENT REASON FOR THE COUNTY TO RESCIND THEIR ACTION ACCEPTING ITS BID AND ACCEPT THE BID OF THE NEXT LOWEST RESPONSIBLE BIDDER.

The Pennsylvania Right-to-Know Law, 65 P.S. § § 67.101-3104, (“RTKL”) applies to this Agreement. Therefore, this Agreement is subject to, and the CONTRACTOR shall comply with the two-page attachment entitled “Agreement Provisions-Right-to-Know Law”, which is included as an integral part of this Agreement, labeled Exhibit “A” and incorporated herein as though fully set forth.

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.

- 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.