

INVITATION TO BID

FURNISH AND DELIVER FLAGS FOR VETERANS AFFAIRS, COUNTY OF DELAWARE

The Director, Central Purchasing Department of the County of Delaware will receive sealed price quotes in Room #228 of the Government Center Building, courthouse Complex, Media, PA 19063 until **4:00 PM local time**, on Tuesday, March 29, 2022.

These sealed price quotes will be opened on Wednesday, March 30, 2022.

The award will be to the lowest responsible bidder providing the product/service meeting the requirements and specifications for which the items are intended.

A **BID BOND** will be required in the amount of Ten Percent (10%) of the total amount of the bid drawn to the order of the County of Delaware.

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.

Attached Specifications and Conditions must be complied with, without exceptions. Any questions must be submitted via email: centralpurchasing@co.delaware.pa.us. Telephone inquiries will not be entertained.

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

All bids must be sealed and addressed to:
Central Purchasing Department
Attn: Solicitation CP-031422
Delaware County Government Center
201 W. Front St. Room 228
Media, PA 19063

Dr. Monica Taylor, Chair
Elaine Paul Schaefer, Vice Chair
Kevin M. Madden
Christine Reuther
Richard R. Womack, Jr.
DELAWARE COUNTY COUNCIL

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Bidder's Name, Address & Phone Number

Contact Person Responsible for Bid

PROPOSAL

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

Sir:

We, the undersigned, do hereby offer to **Furnish and Deliver Flags for Veterans Affairs, County of Delaware** - in accordance with the attached Proposal, Specifications, and General Conditions of this bid.

Specifications:

- a. All flags are to be cotton, 12" x 18"
- b. 3/8" x 30" wooden staff
- c. Three staples per flag
- d. Gilt Spearhead
- e. One or Two (1or 2) gross per box – approximately 235 gross to be ordered
- f. The Bidder shall supply the County of Delaware with a sample of each flag (hemmed and un-hemmed) upon request.
- G. ALL FLAGS ARE TO BE PRODUCT OF AND MADE IN THE U.S.A.**

NOTE: DELIVERY DATE BY MAY 2, 2022

Total Cost Per Gross Hemmed - \$ _____

Total Cost Per Gross Un-hemmed - \$ _____

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.

GENERAL CONDITIONS

1. It is understood that parties making quotes 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 quotes. Should any change in Specifications be required, they will be issued to all bidders in the form of an Addendum to the Original Solicitation.
3. Any exception(s) taken to the requirements of this bid must be in writing, listed on a separate page and attached firmly to the Bid.
4. The County of Delaware reserves the right to reject any or all quotes 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 fulfill the requirements of its Proposal upon receipt of Purchase Order.
6. Each Bidder, when submitting its bid, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division 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.
7. The Contractor agrees to indemnify and save harmless the County and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented appliances, products or processes.
8. Do not ship without a Purchase Order; shipments must have the Purchase Order number on all packages and invoices.
9. Material Safety Data Sheets (MSDS) must be submitted where required for respective products.
10. No deliveries to be made on the attached list of holidays.
11. 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 not be based on the concept of the “**lowest responsible bidder**”, although cost will be a consideration. Furthermore, the County has the right to reject any and all proposals. In addition to price, the Central Purchasing Department in its pre-award evaluation shall in consultation with the designated 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 judgement of the Bidder.
- (d) The quality of performance on previous Contracts and services.

GENERAL CONDITIONS CONTINUED

- (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.

12. Successful bidder must provide; County of Delaware with an original W-9 for our Controllers Department.

This Contract shall be effective for one (1) year from date of execution.

The successful bidder shall submit an ORIGINAL, CURRENT Certificate of Insurance for a Comprehensive General Liability, Auto and Workers Compensation Policy.

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 of 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.

ASSIGNMENT OF CONTRACT

“THE CONTRACTOR SHALL NOT ASSIGN THE CONTRACT OR ANY PART OF THEREOF WITHOUT THE WRITTEN CONSENT OF THE COUNTY OF DELAWARE. THE CONTRACTOR SHALL NOT SUB-CONTRACT WITHOUT PRIOR WRITTEN APPROVAL FROM THE COUNTY OF DELAWARE.”

VENDOR/CONTRACTOR'S 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 \$1,000,000.00 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.

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**

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.**

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.