

Bid Issue – September 22, 2016

INVITATION TO BID

Doylestown 2nd Floor Office Expansion Project

Bucks County Free Library
Doylestown, Pennsylvania 18901

DESCRIPTION OF SERVICES

The intent of this bid is to contract for the window replacements at the Doylestown Branch of the County Free Library located at: 150 S. Pine Street Doylestown, PA 18901 (BCFL). The scope includes the replacement of specified exterior storefront systems & windows, and painting exterior faces of existing hollow-metal doors & frames.

Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with BCFL. Failure to comply with the specifications may provide grounds to nullify the contract agreement.

Sealed proposals: Vendor will deliver one (1) original copy to the following address:

Bucks County Free Library Administration
150 S. Pine Street
Doylestown, PA 18901

By 2:00 pm on 11/01/2016.

Bids received after the above cited time will be considered a late bid and are not acceptable unless waived by BCFL Administration.

Please email any questions to thompsonj@buckslib.org

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LEGAL NOTICE

**Advertisement for Bid
Doylestown 2nd Floor Office Expansion
Bucks County Free Library (BCFL)**

The Bucks County Free Library CFO will receive Bids in his office at 150 S. Pine Street, Doylestown, PA until **2:00 pm on, 11/01/2016** for:

Doylestown 2nd Floor Office Expansion Project

There will be no Pre-Bid Meeting for this project. Bidders are encouraged to visit our site on **10/11/16 between 9:00 and 10:00 AM** at the project site: 150 S. Pine St., Doylestown, PA 18901.

Get full information and detailed specifications at <http://www.buckslib.org/bids>.

Each bid must be enclosed in a sealed envelope, clearly marked on the outside. A security deposit (certified check, cashier check or properly executed bid bond) for 5% is required when the bid price is more than \$19,400.00. Performance and Payment Bonds are required in the amount of 100% of the contract amount. A Maintenance Bond is required in the amount of 10% of the contract. Bidders are advised Prevailing Minimum Wage Rates, determined by the Secretary of Labor and Industry, must be paid to all workers employed on this project.

Bids are opened publicly in the 2nd floor Conference Room of the Doylestown Library at 2:15PM the day they are due. BCFL reserves the right to accept or reject any and all bids or parts thereof and to award the contract as is determined to serve its best interest.

SPECIAL CLAUSES

PRE-BID MEETING AND SITE VISIT

There will be no Pre-Bid Meeting for this project. Bidders are encouraged to visit our site on **10/11/16 between 9:00 and 10:00 AM** at the project site: 150 S. Pine St., Doylestown, PA 18901.

PENNSYLVANIA PREVAILING WAGE RATES

The PA Prevailing Wage Act (Act of 1961, P>L> 987. NO 442) will apply to this contract. This act defines “PUBLIC WORKS” as construction, reconstruction, demolition, alteration and/or work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of \$25,000, but shall not include work performed under a rehabilitation of manpower training program.

See **ATTACHMENT A** for the PA Prevailing Wages assigned to this project by the PA Department of Labor & Industry.

EMPLOYMENT VERIFICATION ACT

The PA Public Works Employment Verification Act (Act 127 Of 2012) will apply to this contract. This Act requires public works (see definition of Public Works above) contractors and subcontractors to verify employment eligibility; provides for the powers and duties of the Department of General Services; prescribes sanctions; and establishes good faith immunity under certain circumstances. See **ATTACHMENT B** for additional information on the Public Works Employment Verification Act and the Public Works Verification Form.

BONDS AND INSURANCE

All bidders are hereby informed that failure to provide the Bonds and Insurance Certificate with the required limits and coverage within twenty (20) days of receiving a notice of the award may result in the bidder’s security deposit being forfeited as liquidated damages and the bid being awarded to the next lowest bidder.

Where the Contract calls for the doing and performing of Public Work and labor necessary for the complete performance of the contract for the construction, reconstruction, alteration or repair of any Public building or other Public Work or Public improvement, including highway work, and where said contract exceeds \$10,000 the successful bidder shall furnish to the BCFL Administrative Services Director a:

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PERFORMANCE BOND with surety in the amount of 100% of the contract amount. The Performance Bond shall be conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract.

LABOR AND MATERIAL (PAYMENT) BOND with surety in the amount of 100% of the contract amount. The Labor and Material Bond shall be conditioned upon the prompt payment of all material furnished and/or labor supplied in the prosecution of the work.

MAINTENANCE BOND with surety in the amount of 10% of the contract amount. The Maintenance Bond shall be surety against defective or inferior materials or workmanship which may develop during a period of one year from date of total completion and acceptance of all work performed under the contract.

All bonds shall become binding upon the awarding of said contract and shall be accompanied by a Power of Attorney. The Contractor shall pay for the entire cost of bonds.

INSURANCE REQUIREMENTS

The vendor awarded this contract is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability- the contractual section of the coverage must cover this agreement)

General Aggregate Limit	\$2,000,000.
Products & Completed Operations Aggregate Limit	\$2,000,000.
Each Occurrence Limit	\$1,000,000.

Automobile Liability - to include owned, non-owned and hired vehicles:

Combined Single Limit	\$ 500,000.
or Bodily Injury	\$ 250,000. each person
Bodily Injury	\$ 500,000. each accident
and Property Damage	\$ 100,000.

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Excess Liability – coverage is to be in an umbrella form, any restrictions or limitations in coverage should be specified on the certificate of insurance-

Each occurrence \$2,000,000.

Aggregated Limit \$2,000,000.

**Workers Compensation
and Employer's Liability:**

Statutory

Bodily Injury by Accident \$ 100,000. each accident

Bodily Injury by Disease \$ 100,000. each employee

Bodily Injury by Disease \$ 500,000. policy limit

When it applies, **Additional Insured** shall read:

The Bucks County Free Library shall be included as additional insured with respect to the work performed for this contract: Doylestown Library Window Replacement Project.

Cancellation Clause shall read:

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Certificate Holder-

The Bucks County Free Library, Attn: Administration Offices, Bucks County Free Library, 150 South Pine Street, Doylestown PA 18901

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INSTRUCTIONS TO BIDDERS

1. Bid packages must be obtained by downloading them from DemandStar.com or <http://www.buckslib.org/bids>.
2. BCFL reserves the right to accept and award a contract to the lowest responsive, responsible bidder. BCFL reserves the right to reject any or all bids or any part thereof. BCFL reserves the right to award a contract based on evaluation of specific criteria found in these specifications. Bids on forms other than that provided herewith will be rejected.

QUALIFICATIONS OF BIDDERS

3. The Bucks County Free Library may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. BCFL reserves the right to reject any bid if investigation of such bidder fails to satisfy BCFL that such bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein.
4. Bidders may be required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a bid. Failure to comply could result in the rejection of such bid as non-responsive.
5. Unless required to complete the Questionnaire and Financial Statement as may be indicated elsewhere in these specifications, all bidders must be prepared to present suitable evidence of their financial standing, and to furnish a list of similar work recently completed.
6. BCFL has the right to reject any and all bids from any bidder that is in or contemplates bankruptcy of any chapter or nature. Said bidder must notify BCFL in writing of any existing condition or knowledge of same.
7. No verbal instructions or information to bidders will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of bids. Should any written inquiries be received by BCFL, these inquiries will be answered in the form of addenda and issued to all providers. These addenda shall then be considered a part of these specifications. Questions shall be sent via email to thompsonj@bucklib.org.
8. The submission of a bid will be considered as conclusive evidence of complete examination of specifications and samples.
9. A Bid Form - Signature Page is provided in these specifications. This form must be used in submitting a bid, and all pages of the form must be completely filled out, and the whole signed by the bidder.
10. Each bid must be enclosed in a sealed envelope, clearly marked on the outside, "BID ON..." (Doylestown 2nd Floor Office Expansion), and delivered to the Bucks County Free Library Administration Office located at 150 S. Pine Street, Doylestown PA, 18901.

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11. No bid may be withdrawn later than 1:00 PM on the day of the opening of bids. No modifications of any bid will be allowed after the same is sealed and delivered to the BCFL Chief Financial Officer.
12. BCFL reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of BCFL.
13. BCFL is the sole authority to provide this bid package to interested companies or individuals. Bidders who are working from a bid package obtained from any other source may be working from an incomplete set of documents. BCFL assumes no responsibility for a bid's errors, omissions, or misinterpretations resulting from a Bidder's use of an incomplete bid package.
14. Bidders who have received the bid package from a source other than BCFL or the Architect overseeing the project are not an official vendor of record for the bid. These bidders must download the document from www.buckslib.org/bids and attend the mandatory pre-bid meeting to become a vendor of record. This will ensure that the bidder will receive all communication such as Addenda and Clarifications regarding the bid.

SECURITY DEPOSIT – REQUIREMENT ON BIDS EXCEEDING \$19,400

15. A security deposit (certified check or cashier's check – drawn on a bank authorized to do business in the Commonwealth of Pennsylvania, or a properly executed bid bond –if a corporation, signed by a properly authorized representative of the providing company with the corporate seal; if unincorporated, signed by a properly authorized representative of the providing company with a witness signature as well as a signature and seal by a properly authorized officer of the bonding company with proof of the authority to sign on behalf of the bidder and the bonding company accompanying the bond) in the amount of 5% of the total bid is required when bid price is in excess of \$19,400. Said security must be made payable to The Bucks County Free Library and must be deposited with the BCFL Chief Financial Officer at least one-quarter hour before the time set for opening of bids. Cash, certified check or bid bond may be enclosed with bid. The security deposit shall guarantee that the bidder will fully and faithfully comply with of the terms of the bid, and will enter into a formal contract and give bond in accordance therewith.
16. Bid bonds will be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania.
17. The security deposit of the unsuccessful bidders will be returned as soon as the award is made, except that the deposit of the second lowest bidder will be retained until contract with low bidder is signed and surety as required is furnished.
18. In the event the successful bidder (when security deposit is required) fails or refuses to execute a formal contract and to give surety as required within (20) twenty days after the contract has been awarded, bidder security deposit may be declared forfeited as liquidated damages, the letter of acceptance of his bid may be voided, and all obligations of BCFL in connection herewith will be canceled.

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19. A security deposit in the required amount must be furnished in all bids when the total price exceeds \$19,400. No bid falling in this category will be considered unless the security deposit is furnished in the required amount.

FORM OF CONTRACT

20. The successful bidder will be required to execute a written contract with BCFL within twenty (20) days after acceptance of this bid. It is expressly understood and agreed by the bidders that the contractual obligations of BCFL to the bidders are effective only after the execution of a contract signed by all parties. It is further expressly understood and agreed that the mere issuance of a contract between the Library and a bidder will not oblige BCFL in any fashion unless and until a purchase order is received by the bidder.

DISCLOSURE OF CONTENTS

21. All proposal/bids and other material submitted becomes the property of BCFL and may be returned only at BCFL's option. Information contained in the proposal/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know Laws" public records are required to be open to reasonable inspection and reproduction. All proposal/bid information including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intend to Award is issued. Thereafter all proposals/bids will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act. Copies of said public records may be made in the Finance Department at a cost to the requesting party of \$0.25 per page.
22. Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulations. Consultant/Vendor specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.
23. Trade secrets and other proprietary data contained in a proposal may be held confidential if such data meets the definition of confidential proprietary information and/or trade secrets under section 102 of the Right to Know Law. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reason for the confidentiality and how this information meets the criteria of section 102 of the law.

SPECIFICATIONS

24. These specifications are intended to cover the furnishing of material and the performance of all work that may be required or necessary for the complete performance of the contract, and the bidder will be required to do all things necessary to fully complete the work within the purview of these specifications.
25. Equipment and/or material to be furnished shall be new, first-class, and shall meet with the approval of the Administrative Services Director or designated representative.

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26. All equipment and/or material shall conform to the requirements of these specifications, and any equipment and/or material condemned by the Administrative Services Director as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

INTERPRETATION OF SPECIFICATION

27. Should a bidder discover discrepancies in the specifications, the matter shall be at once brought to the attention of the BCFL Administrative Services Director, and the discrepancies corrected before proceeding further.
28. All explanations, interpretations and instructions required under these specifications will be given by the Administrative Services Director or designated Representative based on written request from bidders submitted to the Administrative Services Director by email at thompsonj@buckslib.org. All questions must be submitted by **12:00 PM on 10/20/16**; the questions will be answered by **5:00 PM on 10/25/16**.

EQUIVALENTS

29. The use of manufacturer's brand name and/or model number in this specification is intended only to indicate that said brand name and/or number is the minimum standard desired by the BCFL. Bidders bidding on items other than those indicated, shall state brand name and/or brand model number, upon which their bid is based. It shall be the bidder's responsibility to prove to BCFL that said items are equal to or better than those indicated in the specified Bid Documents, Literature, etc., concerning products or services offered shall accompany the Bid Proposal. Failure to comply with this requirement may be cause for rejection of bid.

ADDITIONS OR DEDUCTIONS

30. BCFL shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between BCFL and the bidder, as shown in a written amendment to the contract.

EXTRA WORK

31. No extras or additional work will be allowed or paid for unless such extras or additional work are ordered by the BCFL Administrative Services Director, and the price fixed and agreed upon before such work is performed.

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PROTECTION BY BIDDER

32. The bidder agrees to indemnify and save harmless BCFL and its representatives from all suits or actions of every nature and description brought against it or any of them, on account of the use of patented or copyrighted appliances, materials, products or processes, and from all legal expenses and costs of suits regarding the same.
33. The bidder shall obey all Federal, State, County, Borough or Township laws or ordinances in any way pertaining to the work, and shall obtain all permits that may be necessary for its performance if required.
 - (a) That in the hiring of employees for the performance of such contract, no bidder, sub-contractor, nor any person acting on behalf of such bidder or sub-contractor shall be reason of race, creed or color discriminate against any citizen of the United States who is qualified and able to perform the work to which the employment relates;
 - (b) Nor shall they in any manner discriminate against or intimidate any employee hired for the performance of the work on account of race, creed or color.
34. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the consent of BCFL.

GENERAL CLAUSES

LITERATURE AND SAMPLES

35. The bidder shall be required to furnish their literature and/or samples where feasible and specifications of the items bid to be supplied along with the bid form.

RESERVATIONS

36. BCFL reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received.
37. In the event there is a discrepancy between the unit price given and the extended total THE UNIT PRICE SHALL GOVERN
38. Any bidder who has demonstrated poor performance during either a current or previous agreement with BCFL may be considered as an unqualified source and their bid may be rejected. BCFL reserves the right to exercise this option as is deemed proper and/or necessary.

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BID FORM

39. As noted under "Instructions to Bidders"...attached to these specifications is a "Bid Form-Signature Page" which must be completely filled out and signed by each bidder.
40. All bids must be sealed, marked, and delivered in accordance with instructions in Paragraphs 9 and 10 of the Instructions to Bidders. Bids will be opened and read by the BCFL Chief Financial Officer at 2:00 PM of the due date. Recommendations will be made to the BCFL Executive Director.

EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

41. BCFL is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where under bidder purchases supplies, material and/or equipment and includes costs thereof in computation of his bid or proposal.

ACCESS TO ACCOUNTING RECORDS

42. The contractor shall check all material, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement and the system shall be satisfactory to BCFL. BCFL or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers. Memoranda and similar data relating to this contract, and the Contractor shall preserve all such records for a period of three years, or for such longer as may be required by law, after the final payment.

AGREEMENT OF REFUND RIGHTS

43. The Contractor agrees to assign and transfer to BCFL all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchase in connections with this contract. The Contractor further agrees that it will not file a claim for refund for any sales tax which is the subject of this agreement.

CONTRACTS WITH SUBCONTRACTORS

44. The Contractor agrees to include the "Access to Accounting Records" and "Assignments of Refund Rights" paragraphs, in full, in any contracts with subcontractors.

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DISCRIMINATION PROHIBITED

45. The Contractor agrees:

A. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no such contractor or subcontractor shall, by reason of race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;

That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color;

That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and

That this contract may be cancelled or terminated by the BCFL and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

TRADE PRACTICES ACT

46. Contractor shall comply with all Federal, State and Local laws and regulations including the Trade Practices Act of July 23, 1968 P.L. 686 (71 P.S. Section 773.101 et seq.), the contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted.

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES

47. In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there-under.

STANDARD OF QUALITY

48. The various materials and products specified herein by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as

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the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words 'or as approved equal', they shall be subject to equals only as approved by the architect and/or engineer.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

49. During the terms of this contract, the Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by BCFL through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless BCFL from all losses, damages, expenses, claims, demands, suits and actions brought by any party against BCFL as a result of the Contractor's failure to comply with the provisions of paragraph A above.

OPTIONAL WALK-THROUGH

50. BCFL will conduct a walk-through giving each individual or company the opportunity to visit the site of the proposed work in order to acquaint themselves with existing conditions so that they may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, addenda or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

There will be no Pre-Bid Meeting for this project. Bidders are encouraged to visit our site on **10/11/16 between 9:00 and 10:00 AM** at the project site: 150 S. Pine St. Doylestown, PA 18901.

51. Questions about this project are to be submitted in writing and emailed to BCFL at thompsonj@buckslib.org by **12:00 PM on 10/20/16**. Questions will be either answered in the form of an addendum posted at <http://www.buckslib.org/bids> by **5:00 PM on 10/25/16**.

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BASIS OF AWARD

52. The following criteria will be followed to determine the awarded bid.

- Completeness of bid

Length of time vendor has been in business

Ability of vendor to meet time requirements

Quality of product and service offered

Lowest responsible bid

Quantity and quality of equipment and employees available to perform services.

Previous preferred experience with BCFL

If information is not included with your bid, and you receive a request from BCFL to provide it, you **MUST** deliver the information to the person making the request within 72 hours (excluding weekends). Any information not received within 72 hours may result in your bid being excluded from the evaluation and award process.

When a bidder responds to this bid he agrees to provide the equipment that is bid while following the terms and conditions of bid package, **including the insurance coverage and limits shown on pages 3 and 4.**

SCOPE OF WORK

53. BCFL proposes to replace specified exterior storefronts & windows, and paint (exterior faces only) all existing hollow-metal exit doors & frames at the Doylestown Branch of the Bucks County Free Library. All labor, material, means of construction, and equipment necessary to perform the work indicated in the plans and specifications (**attached**) shall be provided by the successful bidder.

INDEMINIFICATION

54. Damage caused to any surfaces or structures such as carpentry, plumbing, etc.... will be the responsibility of the vendor. BCFL will deduct damage costs from payment. In the event that payment does not cover the cost of damages, BCFL will seek compensation from the contractor.

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REQUIREMENTS

55. **THE FOLLOWING MUST BE SUBMITTED WITH BIDS:**

- A. At least three current references of previous aluminum storefront installations covering similar services listed in the proposal. Include company name, contact name, and phone number.

Number of employees

Number of years in business

Copies of certifications/permits required to work in the local municipality. Must be familiar with and follow all local municipality ordinances.

BID FORM - SIGNATURE PAGE

In the event this bid is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items s/he has contracted to supply or perform.

In submitting this bid, it is understood that the unrestricted right is reserved by BCFL in making the award to reject any and all bids or parts thereof, or to waive any informalities or technicalities in said bids.

The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

THIS BID MUST BE SIGNED FOR CONSIDERATION.

FIRM NAME _____

PRINT NAME _____

SIGNATURE _____

TITLE _____

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OFFICIAL ADDRESS _____

Bidder will state below whether the bid is by an individual, partnership, or corporation.

Bidder will state below the name of the Bonding Company to be used in case of award, and name and address of local agent thereof, when required.

BONDING COMPANY _____

NAME OF AGENT _____

ADDRESS _____

Bid responses that do not include pages 2 and 15 thru 18 may not be considered for evaluation and award.

Submitted by _____

(Bidder's Name)

Date _____

This bid is submitted in accordance with your advertisement inviting bids to be received for the project identified as "Doylestown 2nd Floor Office Expansion".

Having carefully examined the "Bid Instructions", "Scope of the Work", etc. hereinafter referred to as "Specifications," together with all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned, hereby agrees to furnish all material, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications for prices as contained herein for the lump sum.

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BASE BID

Division 01: General Requirements \$ _____

Division 02: Existing Conditions \$ _____

Division 06: Wood, Plastics, & Composites \$ _____

Division 08: Openings \$ _____

Division 09: Finishes \$ _____

Miscellaneous: Bonds \$ _____

Miscellaneous: Permits \$ _____

TOTAL BASE BID COST: \$ _____

I have received Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

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Bidder MUST provide Social Security No. if bidding as an individual _____ or

Federal Identification No. if bidding in a corporate or _____.

(Print Name)

Bid must be signed for Consideration

(Signature)

(Title)

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FORM OF AGREEMENT

THIS AGREEMENT, made this _____ 2016 by and between _____ (hereinafter referred to as "SUPPLIER") and Bucks County Free Library, Doylestown Pennsylvania (hereinafter referred to as "BCFL").

WITNESSETH

1. SUPPLIER shall supply and deliver to BCFL – in accordance with the scope of services set forth in the Notice to Bidders, specifications related thereto, SUPPLIER'S executed bid and in accordance with the legal advertisement for sealed bids published in the Intelligencer and Courier Times on September 22 & September 26, 2016 all of which are incorporated herein by reference as though fully set forth at length.

The contract sum shall be UNIT COST or UNIT COST not to exceed (\$_____) as indicated in the SUPPLIER'S executed bid. Said prices shall be the total compensation paid by the BCFL to the SUPPLIER including all related incidental work thereto.

In accordance with the various laws affecting the contract and the legal advertisement for sealed bids made by the BCFL, the SUPPLIER agrees to provide all bonds in the amounts and types as are set forth in the above mentioned specifications and notices, all of which are made a part hereof. All bonds related herein shall be solely for the protection of the BCFL.

SUPPLIER further agrees to indemnify and save harmless the BCFL from any and all actions, claims and demands whatsoever that may result from SUPPLIER'S use of any facilities owned by the County and does further agree to repair any damage to the County-owned property caused by SUPPLIER'S negligence or willful actions and the SUPPLIER shall further supply the necessary insurance's as set forth in the subject specifications:

- A. Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability - the contractual section of the coverage must cover this agreement)

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General Aggregate Limit	\$2,000,000.
Products and Completed Operations Aggregate Limit	\$2,000,000.
Each Occurrence Limit	\$1,000,000.
Automobile Liability - to include owned, non-owned and hired vehicles:	
Combined Single Limit	\$ 500,000.
or Bodily Injury	\$ 250,000. each person
Bodily Injury	\$ 500,000. each accident
And Property Damage	\$ 100,000.
Workers Compensation Statutory and Employer's Liability	
Bodily Injury by Accident	\$ 100,000. each accident
Bodily Injury by Disease	\$ 100,000. each employee
Bodily Injury by Disease	\$ 500,000. policy limit

Additional Insured – must read: The County of Bucks shall be included as additional insured with respect to the work performed for the Bucks County Free Library Doylestown Branch 2nd Floor Office Expansion.

Cancellation Clause - must read: Should any of the above described policies be canceled before the expiration date thereof, the issuing company **will mail** 30 days prior **written** notice to the certificate holder.

F. Certificate Holder - "Bucks County Free Library", Attn: Administration offices of the Bucks County Free Library, 150 South Pine Street Doylestown PA 18901

1. The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to BCFL.

HOLD HARMLESS CLAUSE In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission or negligence of the SUPPLIER be procured or kept in full force and effect, the SUPPLIER shall indemnify and hold harmless the BCFL against losses, claims and demands to the same extent as the BCFL would have been indemnified by each insurance if it had been in full force and effect. The SUPPLIER shall also indemnify and hold harmless the BCFL against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers' commissions.

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SUITS AND CLAIMS The SUPPLIER agrees to indemnify, defend, and save harmless the BCFL, and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party by reason of the conduct or omissions of the SUPPLIER or his agents, servants, or employees in the performance of this Agreement or subsequent to the completion of the work under this Agreement whether such injury or damages be due to negligence, willful misconduct or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than BCFL a right of action either under this contract or in any manner whatsoever.

LIQUIDATED DAMAGES The time in which each Contract and the work there under is to be completed by the individual SUPPLIER or the BCFL shall be as stated in the Proposal or elsewhere in the Contract Documents.

Should the successful SUPPLIER fail to complete the work within the time specified in his Proposal, the SUPPLIER agrees that the BCFL may deduct and retain out of the monies that may be due, or may become due to him under the Contract, an amount equivalent to that sum, if any, stated on the Proposal, for each day, including Sundays and Legal Holidays that the work in part or as a whole remains incomplete beyond the time stipulated in the Contract Documents, which sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the BCFL because of the delay. This deduction shall be made on the monthly estimates after the expiration of the Contract time. Permitting the SUPPLIER to continue and finish the work, or any part of it, after the time fixed for its completion, in part or as a whole, shall in no wise operate as a waiver on the part of BCFL of his rights under the Contract. However, the BCFL, upon request by the SUPPLIER and recommendation of the ENGINEER, may at its discretion waive the penalty on account of delay due to causes over which the SUPPLIER has no control.

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound execute this Agreement the day and year first above written.

BY: _____
(to be signed after award)

Signature

Name - Title

SS # or FEDERAL I.D. #

BCFL

BY:

Martina Kominiarek – Executive Director

BCFL Board Member