



INVITATION TO BID

Janitorial Services

Bucks County Free Library Doylestown, Pennsylvania 18901

DESCRIPTION OF SERVICES

BCFL is currently seeking bids from qualified vendors for the janitorial services of seven locations. Services are to start July 1, 2017 and continue through June 30, 2018. BCFL reserves the right to extend this contract for an additional two years of service. Get full information and detailed specifications from the library website at [www.buckslib.org/bids](http://www.buckslib.org/bids).

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 June 6, 2017.

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 [englerk@buckslib.org](mailto:englerk@buckslib.org)

LEGAL NOTICE

Advertisement for Bid

Janitorial Services

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, June 6, 2017 for:

Janitorial Services

BCFL is currently seeking bids from qualified vendors for the janitorial services of seven locations. Services are to start July 1, 2017 and continue through June 30, 2018. BCFL reserves the right to extend this contract for an additional two years of service. Get full information and detailed specifications from the library website at [www.buckslib.org/bids](http://www.buckslib.org/bids).

MANDATORY SITE VISITS will be held for all bidders responding to this bid. The site visits will be at the bidder's discretion during open business hours between May 23 and May 26 at each of the 7 branches. Each bidder will be required to have a sign in sheet signed by BCFL staff at each location. No questions asked or answered during this visit are to be considered changes to this bid. Only questions submitted in writing to the Purchasing Department and answered as part of an addendum issued to all bidders will change any aspect of this bid.

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.

Bids are opened publicly in the 2<sup>nd</sup> 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 there- of and to award the contract as is determined to serve its best interest.

SPECIAL CLAUSES

PRE-BID MEETING AND SITE VISIT

MANDATORY SITE VISITS will be held for all bidders responding to this bid. The site visits will be at the bidder's discretion during open business hours between May 23 and May 26 at each of the 7 branches. Each bidder will be required to have a sign in sheet signed by BCFL staff at each location. No questions asked or answered during this visit are to be considered changes to this bid. Only questions submitted in writing to the Purchasing Department and answered as part of an addendum issued to all bidders will change any aspect of this bid.

BONDS AND INSURANCE

All bidders are hereby informed that failure to provide the Bonds and Insurance Certificate with the required limits and coverage within ten (10) 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.

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.

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 cover- age 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 \$ 100,00

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 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

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

#### INSTRUCTIONS TO BIDDERS

1. Bid packages must be obtained by downloading them from PublicPurchase.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 [englerk@buckslib.org](mailto:englerk@buckslib.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..." (Janitorial Services), and delivered to the Bucks County Free Library Administration Office located at 150 S. Pine Street, Doylestown PA, 18901.
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](http://www.buckslib.org/bids) and attend the mandatory site visits 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.
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

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.

20. Any changes to the Agreement contained in the Invitation to Bid are strictly prohibited and shall not be accepted.

## 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 offer or must be clearly identified and the offer or 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 Chief Operating Officer or designated representative.

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

## EQUIVALENTS

27. 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.

### INTERPRETATION OF SPECIFICATION

28. Should a bidder discover discrepancies in the specifications, the matter shall be at once brought to the attention of the BCFL Chief Operating Officer, and the discrepancies corrected before proceeding further.
29. All explanations, interpretations and instructions required under these specifications will be given by the Chief Operating Officer or designated Representative based on written request from bidders submitted to the Office Manager by email at [englerk@buckslib.org](mailto:englerk@buckslib.org). All questions must be submitted by 12:00 PM on May 30, 2017; the questions will be answered by 5:00 PM on June 1, 2017.

### ADDENDUMS

30. Addendums will be posted to the BCFL website, [www.buckslib.org/bids](http://www.buckslib.org/bids). BCFL is not liable for any errors in transmission of the documents. Obtaining all bid documents including addendums is the responsibility of the bidder.

### ADDITIONS OR DEDUCTIONS

31. 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

32. No extras or additional work will be allowed or paid for unless such extras or additional work are ordered by the BCFL Chief Operating Officer, and the price fixed and agreed upon before such work is performed.

### PROTECTION BY BIDDER

33. 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.
34. 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.
35. 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

36. 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

37. BCFL reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received.

38. In the event there is a discrepancy between the unit price given and the extended total THE UNIT PRICE SHALL GOVERN

39. 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.

### BID FORM

40. 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.

41. 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

42. 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

43. 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

44. 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



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

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

46. 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.
- B. 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.

SPECIFICATIONS FOR JANITORIAL SERVICES

BCFL is currently seeking bids from qualified vendors for the janitorial services of seven locations. Services are to start July 1, 2017 and continue through June 31, 2018. BCFL reserves the right to extend this contract for an additional two years of service.

SITE VISITS:

MANDATORY SITE VISITS will be held for all bidders responding to this bid. The site visits will be at the bidder's discretion during open business hours between May 23 and May 26 at each of the 7 branches. Each bidder will be required to have a sign in sheet signed by BCFL staff at each location. No questions asked or answered during this visit are to be considered changes to this bid. Only questions submitted in writing to the Purchasing Department and answered as part of an addendum issued to all bidders will change any aspect of this bid.

EMERGENCY SERVICE:

There may arise a circumstance requesting an emergency clean up service other than herein specified. If emergency services are requested, notification approval shall be made through the requesting office or department. We will require a response within four hours for emergency services between the hours of 8:00 a.m. and 5:00 p.m. The rate will be an hourly rate. Charges shall be separate from the normal monthly billing and forwarded directly to the Chief Operating Officer at [thompsonj@buckslib.org](mailto:thompsonj@buckslib.org).

Vendor must provide a 24-hour telephone number to be used only in emergencies.

## REQUIREMENTS

- Service is to be performed after buildings are closed (open hours are provided for each building below).
- The library will provide: toilet paper, paper towels, hand soap, trash can liners, garbage bags, recycling bags (where needed), urinal cakes, and sanitary napkin receptacle liners. All manpower and other cleaning equipment and supplies, such as mops, vacuums, and supply carts, shall be provided by the vendor.
- Service at all libraries will be invoiced on a monthly basis - one invoice listing all libraries cleaned by the vendor.
- Building inspections will take place at least bimonthly. The library reserves the right to withhold payment if performance is unsatisfactory.
- Each Library contact person keeps a logbook of any on-going issues or problems. The contractor shall check the log book each day and work with the contact person to resolve them as soon as possible so the issue or problem does not escalate into an unsatisfactory performance rating resulting in payment being withheld.
- Supply closets are provided at all locations and must be kept clean and orderly at all times.
- Standing water is not permitted.
- No bleach or products containing bleach are to be used without permission of the Chief Operating Officer or his representative.
- Copy of a weekly cleaning schedule for each Branch location with an estimated breakdown of hours used daily must be submitted with each bid.

## SPECIFICATION:

### DOYLESTOWN BRANCH

150 S. Pine Street Doylestown, PA 18901

215-348-9081

Contact: Eric Asaris

50,000 square feet

Administration – 5,486 square feet (2<sup>nd</sup> floor)

Technical Services – 9,010 square feet (1<sup>st</sup> floor back offices)

Public Services – 23,480 square feet

Miscellaneous – 12,020 square feet (storage rooms, stairways.)

### Hours:

Mon-Thurs 9:00 am - 9:00 pm

Fri: 9:00am - 6:00 pm

Sat: 9:00am – 5:00 pm

Sun: 1:00 pm - 5:00 pm

### Public and Staff Service Area (public area, service desk, meeting rooms, staff workroom)

#### Daily

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trashcan liners.
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass

- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms (first floor)

Daily

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen (first floor)

Daily

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily (such as tops of lockers)

Administration and Technical Services (back offices first floor)

Daily (Sunday – Thursday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace soiled trashcan liners.
- Vacuum all carpets
- Clean all exposed desk and table surfaces including copy machine
- Spot-clean Interior glass
- Clean and sanitize staff phones
- Remove cobwebs
- Sweep and wet mop tile floors
- Clean and sanitize all bathroom and kitchen counters, basins, and fixtures
- Clean and sanitize toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Empty sanitary napkin receptacles and replace liners if necessary
- Report any maintenance issues

Weekly

- Spot-clean walls, doors, and switch plates
- Clean inside of microwaves
- Replace all trashcan liners

Monthly

- Dust and clean all hard surfaces of furniture

BENSALEM BRANCH

3700 Hulmeville Road  
Bensalem, PA 19020-4491  
215-638-2030  
Contact: Rachel Hart  
13,620 square feet

Hours:

Mon-Thur: 10:00 am - 9:00 pm

Fri: 10:00 am - 6:00 pm

Sat: 9:00 am - 5:00 pm

Sun: Closed

Public and Staff Service Area

Daily (Sunday – Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily

LANGHORNE BRANCH

301 S. Pine Street (Rt. 413 and Flowers Ave.)

Langhorne, PA 19047-2839

215-757-2510

Contact: Judith Benfield

14,487 square feet

Hours:

Mon-Wed: 10:00 am - 9:00 pm

Thur - Fri: 10:00 am- 6:00 pm

Sat: 9:00 am - 5:00 pm

Sun: Closed

Public and Staff Service Area

Daily (Sunday - Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms

Daily (Sunday - Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls

- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily

LEVITTOWN BRANCH

7311 New Falls Road  
Levittown, PA 19055-1006  
215-949-2324  
Contact: Pat Hartmann  
20,000 square feet

Hours:

Mon-Thur: 10:00 am - 8:00 pm

Fri: 10.00 am - 6:00 pm

Sat: 9:00 am - 5:00 pm

Sun: Closed

**NOTE: Cleaning service at the Levittown branch occurs Monday through Thursday. On Fridays only the trash cans are emptied and the restrooms are cleaned.**

Public and Staff Service Area

Daily (Sunday – Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles

- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily

PERKASIE BRANCH

491 Arthur Avenue  
Perkasie, PA 18944-1033  
215-257-9718  
Contact: Wayne Lahr  
8,000 square feet

Hours:

Mon-Wed: 10:00 am - 9:00 pm  
Thur-Fri: 10:00 am - 6:00 pm



Sat: 9:00 am - 5:00 pm

Sun: Closed

### Public and Staff Service Area

#### Daily (Sunday - Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

#### Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

#### Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

#### Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

#### Yearly

- Strip and wax all VCT floors

### Public and Staff Restrooms

#### Daily (Sunday - Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

#### Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

#### Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily

QUAKERTOWN BRANCH

401 West Mill Street Quakertown, PA  
18951-1248  
215-536-3306  
Contact: Beth Anderson  
25,000 square feet

Hours:

Mon-Thur: 10:00 am - 9:00 pm

Fri: 10:00 am - 6:00 pm

Sat: 9:00 am - 5:00 pm

Sun: Closed

Public and Staff Service Areas

Daily (Sunday – Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves
- Dust all exposed horizontal surfaces that aren't cleaned daily

YARDLEY BRANCH

1080 Edgewood Road  
Yardley, PA 19067-1648  
215-493-9020

Contact: John Pappas  
15,000 square feet

Hours:

Mon-Thur: 10:00 am - 9:00 pm

Fri: 10:00 am - 6:00 pm

Sat: 9:00 am - 5:00 pm

Sun: closed

Public and Staff Service Areas

Daily (Sunday – Friday)

- Collect and remove all trash (including outside trash and ashtray). All recycling material must be disposed of properly. Replace soiled trash can liners
- Clean front entrance doors and glass
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets

- Dust and clean all exposed desk and table surfaces including public copy machines, computer and staff areas.
- Spot-clean interior glass
- Clean and sanitize water fountain
- Clean and sanitize staff phones
- Remove cobwebs
- Report any maintenance issues

Three times per week

- Vacuum all exposed carpet including under desk areas and public computer areas

Weekly

- Dust all exposed horizontal surfaces including windowsills, door jams, baseboards, computer tables, and door handles
- Spot-clean walls, doors, and switch plates
- Sweep and clean outside entrances (remove cigarette butts, trash, etc.)
- Vacuum outdoor walk off mats
- Sweep under outdoor walk off mats

Monthly

- All high dusting including vents, emergency lighting, signs, pictures, tops of shelving units (including frames) empty high shelving, windows, and wall corners
- Clean all interior glass
- Dust and clean all hard surfaces of furniture

Yearly

- Strip and wax all VCT floors

Public and Staff Restrooms

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Sweep and wet mop floors with disinfectant cleaner
- Clean and sanitize all counters, basins, fixtures, and handrails
- Clean and sanitize urinals and toilets on the inside and outside
- Clean mirrors
- Check and refill hand soap, toilet tissue, and paper towels
- Spot-clean partitions, walls, doors, and switchplates, and stainless steel.
- Empty sanitary napkin receptacles and replace liners if necessary

Weekly

- Clean all partitions and all ceramic tile walls
- High dust vents, window sills, and walls

Yearly

- Machine scrub bathroom floors

Staff Kitchen

Daily (Sunday – Friday)

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe all exposed surfaces including tables, counters, appliance fronts, and booth seats
- Remove Cobwebs

Weekly

- Clean inside of microwaves

- Dust all exposed horizontal surfaces that aren't cleaned daily

**BASIS OF AWARD**

47. 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.

**REQUIREMENTS**

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

- A. At least three current references of previous experience covering similar services listed in the proposal. Include company name, contact name, and phone number.
- B. Number of employees
- C. Number of years in business
- D. Copy of a weekly cleaning schedule for each Branch location with an estimated breakdown of hours used daily.

**Bidder's Checklist:**

- \_\_\_\_\_ Completed Bid Form
- \_\_\_\_\_ Completed and signed Bid Form – Signature Page
- \_\_\_\_\_ Security deposit or bid bond.

**Bid Pricing:**

These prices are the charges to be invoiced to the Library. No additional fees, surcharges, costs or expenses will be invoiced or paid by BCFL.

BID FORM - SIGNATURE PAGE

This bid is submitted in accordance with your advertisement inviting bids to be received for the project identified as "Janitorial Contract".

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.

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.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Official correspondence will be address to:

NAME OF BIDDER \_\_\_\_\_

NAME OF LEGAL \_\_\_\_\_

CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

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

\_\_\_\_\_

Bidder MUST provide Social Security No. if bidding as an individual \_\_\_\_\_ or Federal Employer Identification Number if other than an individual \_\_\_\_\_.  
NOTE: The Federal Employer Identification Number (EIN) provided must match the name given on line 1 of your W-9 Form.

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 \_\_\_\_\_

**BID PRICING:**

**Bid by Location:**

These prices are the charges to be billed to BCFL. No additional fees, surcharges, costs or expenses will be billed to or paid by BCFL.

**Bensalem Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Doylestown Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Langhorne Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Levittown Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Perkasie Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Quakertown Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**Yardley Library**

Service from 7/1/2017-6/30/2018 = 12 months x \$\_\_\_\_\_per mo. = \$\_\_\_\_\_

**TOTAL BID AMOUNT:** \$\_\_\_\_\_

**EMERGENCY SERVICE (Applies to all locations you are bidding):** \$\_\_\_\_\_

**Emergency Services Price Per Hour (all inclusive)**

**Bid must be signed for Consideration**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



FORM OF AGREEMENT

THIS AGREEMENT, made this \_\_\_\_xxx\_\_\_\_, 2017 by and between \_\_\_\_xxx\_\_\_\_ (hereinafter referred to as "SUPPLIER") and Bucks County Free Library, Doylestown Pennsylvania (herein- after 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 April 13, 2017 and April 18, 2017 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 workthereto.

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)

General Aggregate Limit \$2,000,000.

Products and Completed Operations  
 Aggregate Limit \$2,000,000.

Each Occurrence Limit \$1,000,000.

B. 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.

C. 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 Janitorial Services.

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.

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.

**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 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 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.

**APPLICABLE LAW** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law's provisions) and the decisions of the Pennsylvania courts. The SUPPLIER consents to the venue and jurisdiction of the Court of Common Pleas of Bucks County in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The SUPPLIER agrees that any such court shall have in personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**INTEGRATION** The Agreement, including all referenced documents and attachments, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Library or SUPPLIER has authority to make, or had made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions unless otherwise explicitly stated within the agreement. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made pursuant to the terms of the Agreement or using the appropriate BCFL form.

CONTROLLING TERMS AND CONDITIONS The terms and conditions of this Agreement shall be the exclusive terms of agreement between the SUPPLIER and BCFL. Other terms and conditions or additional terms and conditions included or referenced in the SUPPLIER's invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the SUPPLIER and not binding on BCFL.

RIGHT TO KNOW LAW

- A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.
- B. If BCFL needs the SUPPLIER's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the SUPPLIER using the legal contact information provided in this Agreement. The SUPPLIER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to BCFL.
- C. Upon written notification from BCFL that it requires the SUPPLIER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the SUPPLIER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the SUPPLIER shall:
  1. Provide BCFL, within ten calendar days after receipt or written notification, access to, and copies of, any document or information in the SUPPLIER's possession arising out of this Agreement that BCFL reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as BCFL may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- D. If the SUPPLIER 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 Supplier considers exempt from production under the RTKL, the SUPPLIER must notify BCFL and provide, within seven calendar days of receiving the written notification, a redacted copy of such document along with a written statement signed by a representative of the supplier explaining why the requested material is exempt from public disclosure under the RTKL.
- E. BCFL will rely upon the written statement from the SUPPLIER in denying a RTKL request for the Requested Information unless BCFL determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should BCFL determine that the Requested Information is clearly not exempt from disclosure, the SUPPLIER shall provide the Requested Information within five business days of receipt of written notification of BCFL's determination.
- F. If the SUPPLIER fails to provide the Requested Information within the time period required by these provisions, the SUPPLIER shall indemnify defend and hold BCFL harmless for any damages, penalties, costs, detriment or harm that BCFL may incur as a result of the SUPPLIER's failure, including any statutory damages assessed against BCFL.
- G. The SUPPLIER shall have the obligation to request participation and defend the decision issued by the Bucks County Office of Open Records in any appeal to the Pennsylvania Office of Open Records and subsequent appeal regarding documents of SUPPLIER.
- H. The SUPPLIER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the SUPPLIER has Requested Information in its possession.

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

BY:

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Signature of Awarded

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Name - Title

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SS # or FEDERAL I.D. #

BCFL

BY:

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Martina Kominiarek – CEO

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BCFL Board of Director