

INVITATION TO BID

Internet Access/WAN Bucks County Free Library (BCFL)

Bucks County Free Library Doylestown, Pennsylvania 18901

DESCRIPTION OF SERVICES

The intent of this bid is to enter into a contract (or contracts) for connectivity between the primary location and 16 other locations, plus transit bandwidth to the Internet. Services are to begin July 1, 2017, and run through June 30 of a future year not later than 2020.

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 Tuesday, February 7th.

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 palls@buckslib.org.

LEGAL NOTICE

Advertisement for Bid Internet Access/WAN Bucks County Free Library (BCFL)

BCFL is seeking bids from qualified vendors for connectivity between the primary location and 16 other locations, plus transit bandwidth to the Internet. Services are to begin July 1, 2017, and run through June 30 of a future year not later than 2020.

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

There is no mandatory pre-bid meeting. BCFL will conduct a voluntary walk-through covering most locations on January 24, 2017 beginning at 9:00 am, and visiting the rest of the locations on January 25, 2017 to give each vendor the opportunity to visit the sites of the proposed work.

Sealed bids shall be delivered to the Doylestown Library Administration Offices no later than 2:00pm Tuesday, February 7, 2017. Bids will be opened at 2 pm.

INSTRUCTIONS TO BIDDERS

1. Bid packages must be obtained by downloading them from <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 maybe 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 palls@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..." (Bucks County Free Library Internet Access/WAN 2017), 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 BCFL.
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 are not an official vendor of record for the bid. These bidders must download the document from www.buckslib.org to become a vendor of record. This will ensure that the bidder will receive all communication such as Addenda and Clarifications regarding the bid.

FORM OF CONTRACT

15. 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.

SPECIFICATIONS

16. These specifications are intended to cover the furnishing of all materials 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 that may be necessary to fully complete the work within the purview of these specifications.
17. Equipment and/or material to be furnished shall meet with the approval of the IT Manager or designated representative.
18. All equipment and/or material shall conform to the requirements of these specifications, and any equipment and/or material condemned by the IT Manager as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

INTERPRETATION OF SPECIFICATION

19. Should a bidder discover discrepancies in the specifications, the matter shall be at once brought to the attention of the IT Manager, and the discrepancies corrected before proceeding further.
20. All explanations, interpretations and instructions required under these specifications will be given by the IT Manager or designated Representative on written request from bidders.

ADDITIONS OR DEDUCTIONS

21. BCFL shall have the right, without invalidating the contract, to make additions 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

22. No extras or additional work will be allowed or paid for unless such extras or additional work are ordered by the BCFL IT Manager, and the price fixed and agreed upon before such work is performed.

PROTECTION BY BIDDER

23. 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.
24. 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.
25. 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.

RESERVATIONS

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

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

27. 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

28. 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.
29. 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

30. 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.

CONTRACTS WITH SUBCONTRACTORS

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

DISCRIMINATION PROHIBITED

32. 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;
 - B. 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;

- C. 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
- D. 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.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- 33. 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.

VOLUNTARY WALK THROUGH

BCFL will conduct a voluntary walk-through covering most locations on January 24, 2017, beginning at 9:00am, and visiting the rest of the locations on January 25, 2017, to give each vendor the opportunity to visit the sites of the proposed work in order to fully 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, form, addendum 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.

January 24

9:00	Riegelsville
10:00	Quakertown
10:45	Perkasie
11:30	Pipersville
12:15	Doylestown
1:15	Warminster
2:00	Northampton
2:45	Southampton
3:30	Feasterville (Lower Southampton)
4:15	Langhorne

January 25

9:00 Wrightstown
10:00 New Hope
10:45 Yardley
11:30 Morrisville
12:15 Fallsington
1:00 Levittown
2:00 Bensalem

NOTE: The above times are approximate so schedule time accordingly.

All questions pertaining to this bid must be submitted in writing by email to palls@buckslib.org. Questions will be answered in the form of an addendum which will be posted to [BCFL Bids](#) page by 5:00pm on February 1, 2017.

Current network

The library system is comprised of 10 locations (Bensalem, Langhorne, Levittown, Perkasié, Quakertown, Yardley, Feasterville, Northampton, Southampton, Warminster) with fiber connections to Doylestown. Doylestown has a fiber connection to the ISP. All of these locations have a 1Gbit/s media converter. The additional six libraries, have their own internet connection and use a router setup with a site-to-site VPN to Doylestown.

Current network speeds

Location	Transport	Down Speed	Up Speed
Bensalem	Fiber	1Gbit/s	1Gbit/s
Doylestown	Fiber	1Gbit/s	1Gbit/s
Langhorne	Fiber	1Gbit/s	1Gbit/s
Levittown	Fiber	1Gbit/s	1Gbit/s
Perkasie	Fiber	1Gbit/s	1Gbit/s
Quakertown	Fiber	1Gbit/s	1Gbit/s
Yardley	Fiber	1Gbit/s	1Gbit/s
Feasterville	Fiber	1Gbit/s	1Gbit/s
Northampton	Fiber	1Gbit/s	1Gbit/s
Southampton	Fiber	1Gbit/s	1Gbit/s
Warminster	Fiber	1Gbit/s	1Gbit/s
Fallsington	Comcast Cable	16Mbit/s	3Mbit/s
Morrisville	Verizon Fios	25Mbit/s	25Mbit/s
New Hope	Comcast Cable	150Mbit/s	20Mbit/s
Riegelsville	RCN Cable	25Mbit/s	5Mbit/s
Pipersville	Verizon Fios	5Mbit/s	5Mbit/s
Wrightstown	Comcast Cable	75Mbit/s	15Mbit/s

While it would be ideal for all locations currently using Fiber transport to remain so, new service may be delivered using any combination of fiber or cable provided that the handoff is standard 1000baseT Ethernet, unless otherwise arranged at the Bucks County Free Library's discretion.

Minimum Desired bandwidths

1Gbit/s up/down or higher

Bensalem
Doylestown
Levittown
Langhorne
Perkasie
Quakertown
Yardley

200Mbit/s or higher up/down

Feasterville
Northampton
Southampton
Warminster

75Mbit/s or higher up/down

New Hope
Riegelsville
Wrightstown
Fallsington
Pipersville

All vendor submissions must provide complete charges including buildout costs and all recurring charges (ISP bandwidth as well telco local loop or fiber management).

This RFP will be attached to an ERate 470 application with two facets. One will be listed under ISP, and the other will be listed under telecommunications. The vendor is responsible for notifying the library which classification their submission falls under.

Both dark and managed lit fiber are eligible to be considered.

The library maintains VPN appliances, and can utilize pure Internet access from an ISP to create our own virtual WAN, and those submissions would need to be listed under ISP.

Alternatively, vendors whose SPINs qualify under telecommunications may apply using true private WAN technologies.

Vendors are invited to apply for each of the following separately or together in a comprehensive response:

- 1) Internet access for just the primary and backup locations (telecom SPIN not necessary)

2) Internet access for all locations (telecom SPIN not necessary)

3) WAN access tying in all locations (telecom SPIN required)

All Internet responses must include routable IP subnets. Priority will be given to transport technologies which allow for future growth without requiring additional buildout. Multiple-year contracts which have provisions for a limited number of renewals are acceptable. Renewal clauses without a set limit of renewals are not permitted under ERate. We are seeking contracts which are billed at the discounted rate, rather than the BEAR procedure.

Location key, grouped by bandwidth desired

DY: 150 South Pine Street, Doylestown, PA 18901
LV: 7311 New Falls Rd., Government Services Complex, Levittown, PA 19055
BN: 3700 Hulmeville Rd., Bensalem, PA 19020
QT: 401 West Mill St., Quakertown, PA 18951
YA: 1080 Edgewood Rd., Yardley, PA 19067
FE: 1983 Bridgetown Pike, Feasterville, PA 19053
NT: 25 Upper Holland Rd., Richboro, PA 18954
SO: 947 Street Rd., Southampton, PA 18966
WA: 1076 Emma Lane, Log College Complex, Warminster, PA 18974
LA: 301 South Pine St., Rte. 413, Langhorne, PA 19047
PK: 491 Arthur Ave., Perkasie, PA 18944

MO: 300 N. Pennsylvania Ave., Morrisville, PA 19067
NH: 93 West Ferry St., New Hope, PA 18938
FA: 139 Yardley Ave., Fallsington, PA 19054
RG: 615 Easton Rd., P.O. Box 65, Riegelsville, PA 18077
WR: 727 Penns Park Rd., Wrightstown, PA 18940
PV: 7114 Durham Rd., P.O. Box 122, Pipersville, PA 18947

36. Questions about this project are to be submitted in writing and emailed to BCFL at palls@buckslib.org by 12:00pm Tuesday January 31, 2017. Questions will be answered in the form of an addendum posted at <http://www.buckslib.org/bids> by 5:00pm Wednesday February 1, 2017.

BASIS OF AWARD

37. 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.

SCOPE OF WORK

38. BCFL proposes to maintain connectivity between the primary location and 16 other locations, plus transit bandwidth to the Internet

INDEMINFICATION

39. 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.

REQUIREMENTS

40. THE FOLLOWING MUST BE SUBMITTED WITH BIDS:

- A. At least three current references of Internet Service 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. 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 _____

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 10 thru 14 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 Bucks County Free Library Internet Service/WAN 2017.

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.

TOTAL AMOUNT BID OPTION:

Should the contract require a Performance Bond:

____ I will provide a Performance Bond from

Bonding Company _____

Name of Agent _____

Address _____

____ Or I will provide an equal form of surety which is acceptable to BCFL.

Bidder MUST provide Federal EIN _____

and Erate SPIN _____.

Bid must be signed for Consideration

(Print Name)

(Signature)

(Title)

Bid Cost Sheet

Internet Service Provider – Company Name

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

Fiber Locations	Transport	Current Bandwidth	Bandwidth Tier Bids Requested	Total Recurring Cost Per Month	Buildout Cost
Bucks County Free Library System	Fiber	1 GB/s symmetrical	200Mbit/s	\$	\$
			400Mbit/s	\$	\$
			600Mbit/s	\$	\$
			800Mbit/s	\$	\$
			1Gbit/s	\$	\$
Feasterville	Fiber	1 GB/s symmetrical	200Mbit/s	\$	\$
			400Mbit/s	\$	\$
			600Mbit/s	\$	\$
			800Mbit/s	\$	\$
			1Gbit/s	\$	\$
Northampton	Fiber	1 GB/s symmetrical	200Mbit/s	\$	\$
			400Mbit/s	\$	\$
			600Mbit/s	\$	\$
			800Mbit/s	\$	\$
			1Gbit/s	\$	\$
Southampton	Fiber	1 GB/s symmetrical	200Mbit/s	\$	\$
			400Mbit/s	\$	\$
			600Mbit/s	\$	\$
			800Mbit/s	\$	\$
			1Gbit/s	\$	\$
Warminster	Fiber	1 GB/s symmetrical	200Mbit/s	\$	\$
			400Mbit/s	\$	\$
			600Mbit/s	\$	\$
			800Mbit/s	\$	\$
			1Gbit/s	\$	\$

Non Fiber libraries on next page →

Non Fiber Locations	Transport	Current Bandwidth	Bandwidth Tier Bids Requested	Total Recurring Cost Per Month	Buildout Cost
Fallsington	Comcast	15Mbit/s down, 3Mbit/s up	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$
Morrisville	Verizon	25Mbit/s symmetrical	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$
New Hope	Comcast	150Mbit/s down, 10Mbit/s up	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$
Pipersville	Verizon	5Mbit/s down, 2Mbit/s up	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$
Riegelsville	RCN Cable	5Mbit/s down, 768kbit/s up	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$
Wrightstown	Comcast	75 Mbits/s down, 15 Mbits/s up	25 Mbit/s	\$	\$
			50 Mbit/s	\$	\$
			100 Mbit/s	\$	\$
			200 Mbits/s	\$	\$

FORM OF AGREEMENT

THIS AGREEMENT, made this XXX by XXX and between XXX (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 December 22nd and December 28th, 2016, and January 4th 2017 all of which are incorporated herein by reference as though fully set forth at length.
2. The contract sum shall be UNIT COST or UNIT COST not to exceed (awarded amount) 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.
3. 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.
4. 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 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

- D. 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 Public Restrooms Renovations.
 - E. Cancellation Clause - must read: Should any of the above described policies be cancelled 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
5. 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.
 6. **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.
 7. **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.
 8. **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.
 9. 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.

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

BY: Sign after award

Signature

Name - Title

SS # or FEDERAL I.D. #

BCFL

BY:

Martina Kominiarek – Executive Director

Board Member