

INVITATION TO BID

BCFL – Landscape Contract (2017)

Bucks County Free Library Doylestown, Pennsylvania 18901

DESCRIPTION OF SERVICES

The purpose of this solicitation is to provide BCFL with landscaping services at a competitive rate for each of seven properties for the term of one year and any renewal periods agreed upon up to three years.

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.

Services are to begin April 1, 2018 through November 28, 2018.

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 October 10, 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.

LEGAL NOTICE

Request for Bid

BCFL – Landscape Contract (2017)

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, October 10, 2017** for:

BCFL – Landscape Contract (2017)

BCFL will conduct a mandatory walk-through covering all 7 locations on September 21, 2017 beginning at 9:00 am to give each vendor the opportunity to visit the sites of the proposed work.

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

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

SPECIAL CLAUSES

PRE-BID MEETING AND SITE VISIT

There is no mandatory pre-bid meeting. BCFL will conduct a mandatory walk-through covering all 7 locations on September 21, 2017 beginning at 9:00 am to give each vendor the opportunity to visit the sites of the proposed work.

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 Pennbid.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 on their Bids page. These addenda shall then be considered a part of these specifications. Questions shall be sent via email to sheldron@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..." (BCFL – Landscape Contract (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 the BCFL Chief Financial Officer.

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

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

DISCLOSURE OF CONTENTS

17. 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.
18. 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.
19. 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

20. 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.
21. Equipment and/or material to be furnished shall be new, first-class, and shall meet with the approval of the Administrative Services Director or designated representative.
22. All equipment and/or material shall conform to the requirements of these specifications, and any equipment and/or material condemned by the Administrative Services Director as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

INTERPRETATION OF SPECIFICATION

23. 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.
24. All explanations, interpretations and instructions required under these specifications will be given by the Administrative Services Director or designated Representative based on written request from bidders submitted to the Facilities Supervisor by email at sheldronl@buckslib.org. All questions must be submitted by **12:00 PM on October 3, 2017**; the questions will be answered by **5:00 PM on October 5, 2017**.

ADDITIONS OR DEDUCTIONS

25. 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.
26. Addendums will be posted to the BCFL website. Posting them in this way is an accommodation and BCFL is not liable for any errors in transmission of the documents. Obtaining all bid documents including addendums is the responsibility of the bidder.

EXTRA WORK

27. 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

28. 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.
29. 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.
30. 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.

TERMS AND CONDITIONS

31. The term of the service agreement shall be for one year from commencement date, with optional renewal periods agreed upon up to three years. The service agreement can be cancelled by either party 30 days after the service begins, providing a 30 day written notice has been given.
32. The contractor shall have twenty-four (24) hours, to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified above, BCFL shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover from any balances due or to become due to the contractor. Repeated incidences of unsatisfactory performance will result in immediate cancellation of the agreement for default

GENERAL CLAUSES

LITERATURE AND SAMPLES

33. 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

34. BCFL reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received.
35. In the event there is a discrepancy between the unit price given and the extended total THE UNIT PRICE SHALL GOVERN
36. 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

37. 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.
38. 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

39. 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

40. 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

41. 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

42. 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

43. 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.

STANDARD OF QUALITY

44. The various materials and products specified herein by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words ‘or as approved equal’, they shall be subject to equals only as approved by the architect and/or engineer.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

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

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

MANDATORY WALK-THROUGH

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

Dates and times of walk-through (Times are approximate)

September 21, 2017

9:00am	Quakertown	301 W. Mill St. Quakertown PA 18951
10:00am	Perkasie	491 Arthur Ave. Perkasie PA 18944
11:00am	Doylestown	150 S. Pine St. Doylestown PA 18901
12:30pm	Langhorne	301 S. Pine St. Langhorne, PA 19047
1:30pm	Yardley	1080 Edgewood Rd. Yardley PA 190671
2:30pm	Levittown	7311 New Falls Rd. Levittown PA 11111
3:30pm	Bensalem	3700 Hulmeville Rd. Bensalem PA 19020

47. Questions about this project are to be submitted in writing and emailed to BCFL at sheldronl@buckslib.org by **12:00 PM on October 3, 2017**. Questions will be answered in the form of an addendum posted at <http://www.buckslib.org/bids> by **5:00 PM on October 5, 2017**.

BACKGROUND

The purpose of this solicitation is to provide BCFL with landscaping services at a competitive rate for each of seven properties for the term of one year (2017-2018) and any renewal periods agreed upon up to three years.

SCOPE OF WORK

48. BCFL proposes to contract general landscape maintenance for each of the seven locations. All labor, materials and equipment necessary to perform the work required for the maintenance of ground covers, annuals, perennials, shrubs and trees shall be provided by the successful bidder. This maintenance shall include but is not limited to pruning, weeding, replacement planting (as approved by BCFL), loose trash removal, leaf removal, spring and fall clean-up, mowing, and application of an organic fertilizer in the spring and fall. NOTE: The Levittown Branch scope of work is lawn mowing only.

SPECIFICATIONS

- A. **Flower Beds** – All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. shall be sprayed with organic chemicals or hand weeded as often as necessary to discourage unsightly weed growth during the growing season.
- B. **Curbs/Sidewalks/Paved Surfaces** – Surfaces shall be sprayed with organic chemicals or hand weeded as often as necessary to discourage unsightly weed growth. Surfaces shall be blown clear of debris after each service.
- C. **Stone/Mulch Areas** – Grass and weeds shall be sprayed with organic chemicals or hand weeded as often as necessary to discourage unsightly weed growth during the growing season
- D. **Trimming and pruning** – Shrubs, beds, and ground coverings are to be kept pruned to their intended form. Hedges shall be trimmed once a month to keep pace with the growth rate of the plantings. Shrubbery shall be trimmed back (at least 6 inches) from electrical cabinets, doorways, signage, walls, and walkways so that unobstructed access is always maintained. All winter damage is to be removed from trees and shrubs in early April of each year. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering shrubs shall be pruned immediately after flowering to encourage next year's bud growth. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed.
- E. **Mulch** – Existing mulch beds shall be maintained at a minimum depth of two inches and a maximum depth of three inches. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of mulch. New mulch shall be of the same consistency as the existing product.
- F. **Mowing** – All lawn areas shall be mowed weekly to a maximum of two inches. However, if mowing removes less than 1/3 the lawn blade length then mowing shall occur every two weeks (to be determined by the Facilities Supervisor). The contractor has the option of using mowers, which mulch the clippings, or mechanically collecting the clippings in such a manner that no visible clippings remain. All sidewalks, parking lots, curbs, etc. shall be edged using a power edger with a vertical cutting blade. All lawn areas shall be treated with

an organic feed application in early spring and once in the fall except as otherwise restricted by these specifications. All exterior holes and indentures in the lawn are to be filled to eliminate trip hazards. Bare spots in lawns are to be reseeded as necessary in the spring and fall at no additional charge to BCFL.

- G. **Spring/Fall Cleanup** – Spring/Fall clean-up shall consist of one site visit in April and one site visit in late November. The site visits shall entail the removal and disposal of all debris that has accumulated in the grass, bed areas and parking lots. This debris shall include but is not limited to: leaves, paper, trash, dead plant debris, broken branches, etc. All collected debris is to be removed from the site at no additional charge to BCFL.

INDEMINIFICATION

49. Damage caused to any surfaces or structures such as curbs, book drops, parking blocks, hose bibs, 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.

BASIS OF AWARD

50. 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

51. THE FOLLOWING MUST BE SUBMITTED WITH BIDS:

- A. At least three current references of previous landscape services listed in the proposal. Include company name, contact name, and phone number.
- B. Number of employees Number of years in business
- C. Copies of certifications/permits required to work in the local municipality. Must be familiar with and follow all local municipality ordinances.

Bidder's Checklist:

_____ Completed Bid Form

_____ Completed and signed Bid Form – Signature Page

_____ Signed Agreement – Any changes to the Agreement contained in the Invitation to Bid are strictly prohibited and shall not be accepted

Bid Pricing:

These prices are the charges to be billed to the Library. No additional fees, surcharges, costs or expenses will be billed 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 “BCFL – Landscape Contract (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.

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 ad- vantage 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 ENTITY _____

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.

Bid responses that do not include pages 12-20 may not be considered for evaluation and award.

Submitted by _____
(Bidder's Name)

Date _____

LANDSCAPING BID SUBMISSION WORKSHEET

LOCATION	Landscaping	Fall/Spring Cleanup	Total
BENSALEM	\$	\$	\$
DOYLESTOWN	\$	\$	\$
LANGHORNE	\$	\$	\$
LEVITTOWN (lawn mowing only)	\$		\$
PERKASIE	\$	\$	\$
QUAKERTOWN	\$	\$	\$
YARDLEY	\$	\$	\$

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 September 15 and September 19, 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 work thereto.

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

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

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

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 BCFL – Landscape Contract (2017).

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 the BCFL shall be as stated in the Proposal or elsewhere in the Contract Documents.

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

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 personam 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:

Signature

Name - Title

SS # or FEDERAL I.D. #

BCFL

BY:

Martina Kominiarek – CEO

BCFL Board of Director