

INVITATION TO BID (25-01)

Janitorial Services

Bucks County Free Library Doylestown, Pennsylvania 18901

DESCRIPTION OF SERVICES

Bucks County Free Library (BCFL) is currently seeking bids from qualified vendors for the janitorial services of seven locations. Services are to start August 1, 2025 and continue through July 31, 2028. BCFL reserves the right to extend this contract for an additional two years of service.

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. Bids will be accepted for the aggregate cost for all seven locations, not per location.

MANDATORY PRE-BID MEETINGS will be held for bidders responding to this bid. The meeting will begin at 8:00 a.m. on June 9, 2025 at The James Michener Library, 401 West Mill Street, Quakertown, PA 18951. Mandatory site visits will continue to Perkasio and then the Doylestown location. The Mandatory site visits will resume at 12:00 pm at the Yardley branch and will continue to Levittown, Bensalem and Langhorne locations. Bidders are required to be at all locations.

NOTICE

Bucks County Free Library (BCFL) will receive written bid responses, either by mail or in person until 1:45 P.M. on July 8, 2025.

BUCKS COUNTY FREE LIBRARY JANITORIAL SERVICES

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A link to the solicitation may be found on the Bid page of the library website at www.buckslib.org/bids.

A security deposit (cash, certified check, cashier check or properly executed bid bond) for 5% is required. Performance and Payment Bonds are required in the amount of 100% of the contract amount. Maintenance Bond is required in the amount of 10% of the contract.

Bids are opened publicly in the second-floor conference room, 150 S Pine St, Doylestown PA, 18901 at 2:00pm the day they are due, July 8, 2025.

INSTRUCTIONS TO BIDDERS

Responding To This Bid

1. All sections of the Bid, including downloads and Requests for Information (RFI's) shall be submitted with the bid and acknowledges the Bidder affirms, understands, and will abide by the requirements of the Bid. Failure to do so may cause the Bid to be rejected as non-responsive.
2. The submission of a bid will be considered as conclusive evidence of complete examination of specifications and samples.
3. The BCFL reserves the right to accept and award an Agreement 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 an Agreement based on evaluation of specific criteria found in these specifications. Bids will be accepted for the aggregate cost for all seven locations, not per location.
4. No verbal instructions or information to bidders will be binding.
5. Each bid must be submitted by 1:45 P.M. either by mail, or in person, on the day of the bid opening.
6. The bids will be opened and read publicly in the second-floor conference room of the Doylestown Library located at 150 S Pine St, Doylestown PA, by the BCFL CFO or their Representative at 2:00 P.M. on the day the bid is due.
7. BCFL reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of BCFL.

QUALIFICATIONS OF BIDDERS

8. 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.

Bidders who have received the bid package from a source other than BCFL are not an official vendor of record for the bid.
9. BCFL 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 the BCFL that such bidder is properly qualified to carry out the obligations of the Agreement, and to complete the work contemplated therein.
10. 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.
11. 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.
12. 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 the BCFL in writing of any existing condition or knowledge of same.

SECURITY DEPOSIT – REQUIREMENT

13. A security deposit (cash, a 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 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. Said security must be made payable to the Bucks County Free Library. Security deposit of cash or certified check must be deposited with the BCFL Chief Financial Officer at least one-quarter hour before the time set for opening of bids. A Bid Bond security deposit must be included with the bid response. The security deposit shall guarantee that the bidder will fully and faithfully comply with all of the terms of the bid, and give bond in accordance therewith.

Bid Bonds will be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Bid Bonds provided as surety will not be returned to the bidder after award, unless bidder specifically requests BCFL do so.

14. In the event the successful bidder (when security deposit is required) fails or refuses give surety as required within twenty (20) days after the Bid has been awarded, bidder's security deposit may be declared forfeited as liquidated damages, the letter of acceptance of his bid may be voided, and all obligations of the BCFL in connection herewith will be cancelled.
15. A security deposit in the required amount must be furnished. No bid will be considered unless the security deposit is furnished in the required amount.

FORM OF AGREEMENT

16. Bidders shall execute the Agreement contained in the Invitation to Bid and include it with their bid response. 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 an Agreement signed by all parties AND the issuance of a purchase order by BCFL for the goods and/or services requested. It is further expressly understood and agreed that the mere issuance of an Agreement between BCFL and a bidder will not oblige BCFL in any fashion unless and until a purchase order is received by the bidder.
17. Copies of any signatures shall be considered original signatures.
18. Any changes to the Agreement contained in the Invitation to Bid are strictly prohibited and shall not be accepted.

DISCLOSURE OF CONTENTS

19. 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.
20. Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulations.

INTERPRETATION OF SPECIFICATION

21. Should a bidder discover discrepancies in the specifications, the matter shall be at once brought to the attention of the BCFL Facilities and Security Manager, and the discrepancies corrected before proceeding further.
22. 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 the BCFL, these inquiries will be answered in the form of addenda and issued to all providers. All questions should be emailed to the Facilities and Security Manager at sheldronl@buckslib.org. These addenda shall then be considered a part of these specifications. All explanations, interpretations and instructions required under these specifications will be given by the BCFL Facilities and Security Manager, or designated Representative based on written requests submitted from potential bidders. **All questions must be submitted by 12:00 P.M. on June 16, 2025. Questions will be answered by 5:00 P.M., June 23, 2025 and will be found on our website www.buckslib.org/bids.**

ADDENDUMS

23. Addendums will be emailed to all potential bidders based on contact information provided at the mandatory walk-thru meeting. This will allow for all potential bidders to receive any updates. Obtaining all bid documents including addendums is the responsibility of the bidder.

PROTECTION BY BIDDER

24. 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.
25. 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.
26. 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 CLAUSE

RESERVATIONS

27. BCFL reserves the right to reject any or all bids and also reserves the right to waive any irregularities, informalities, deficiencies and/or defects in the bids received.
28. Any bidder who has demonstrated poor performance during either a current or previous agreement with the 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.

ACCESS TO ACCOUNTING RECORDS

29. The Contractor shall check all materials, 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 the 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 Agreement, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

ASSIGNMENT OF REFUND RIGHTS

30. 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 purchased in connections with this Agreement. The Contractor further agrees that it will not file a claim for refund for any sales or use tax, which is the subject of this assignment.

AGREEMENTS WITH SUBCONTRACTORS

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

DELIVERY

32. In general, deliveries shall be F.O.B. Destination and at such times as may be fixed by the BCFL Facilities and Security Manager and shall not be made except upon definite instructions by the BCFL Facilities and Security Manager.

EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

33. 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.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

34. During the terms of this Agreement, the Contractor agrees as follows: 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 Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, 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 Agreements with outside contractors.
35. 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

SPECIAL CLAUSES

MANDATORY PRE-BID MEETINGS will be held for bidders responding to this bid. The meeting will begin at 8:00 a.m. on June 9, 2025 at The James Michener Library, 401 West Mill Street, Quakertown, PA 18951. Mandatory site visits will continue to Perkasio and then the Doylestown location. The Mandatory site visits will resume at 12:00 pm at the Yardley branch and will continue to Levittown, Bensalem and Langhorne locations. Bidders are required to be at all locations.

BONDS AND INSURANCE

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

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 All bidders are hereby informed that failure to provide the Insurance Certificate with the required limits and coverage within 20 days of receiving a notice of the award may result in the bid being awarded to the next lowest bidder.

Insurance Coverages and Limits are shown in the Standard Form of Agreement included in this bid package.

SPECIFICATIONS AND REQUIREMENTS FOR JANITORIAL SERVICES

REQUIREMENTS

- Service is to be performed after buildings are closed and one hour prior to opening. Building hours can be found on our website www.buckslib.org and are subject to change.
- The library will provide: toilet paper, Scottfold towels, hand soap, trash can liners, garbage bags, recycling bags (where needed), urinal cakes, and sanitary napkin receptacle liners. **The vendor shall provide all labor, cleaning equipment and supplies, such as mops, vacuums, paper supplies for cleaning and supply carts. The vendor will not be allowed to use BCFL cleaning products and supplies.**
- The vendor that is awarded the bid must provide a list of cleaning products.
- 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 every month. 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 BCFL Facilities and Security Manager or their representative.
- Copy of a weekly cleaning schedule for each Branch location with an estimated breakdown of hours and employees used daily, must be submitted with each bid.
- If a cleaning crew is not able to perform their duties, a substitute crew must be provided. The Facilities and Security Manager must receive an email when a different crew is provided or if no services were performed.
- Vendor must respond to emergency call within one hour.

SPECIFICATIONS:

DOYLESTOWN BRANCH – 7 Days per Week

150 S. Pine Street Doylestown, PA 18901

50,000 square feet

Administration – 5,486 square feet (2nd floor)

Technical Services – 9,010 square feet (1st floor back offices)

Public Services – 23,480 square feet

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

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 all entrance doors and glass (sanitize push bars and handles).
- Vacuum heavy traffic areas (floor plan will be provided)
- Spot-vacuum exposed carpets
- Dust and sanitize 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

Twice per Month

- 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 switch plates, 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

Twice 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 and sanitize 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 shelves)

Administration and Technical Services – 5 days per week

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 floors with disinfectant cleaner
- 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

Twice per Month

- Dust and clean all hard surfaces of furniture

Staff Kitchen (second floor)

Daily

- Collect and remove all trash. All recycling material must be disposed of properly. Replace all trashcan liners.
- Vacuum carpets
- Wipe and sanitize 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 shelves)

ALL OTHER BRANCHES – 6 Days per week

Bensalem Branch

3700 Hulmeville Road
Bensalem, PA 19020-4491
13,620 square feet

Langhorne Branch

301 S Pine Street (Rt 413)
Langhorne, PA 19047
14,487 square feet

Perkasie Branch

491 Arthur Avenue
Perkasie, PA 18944
8,000 square feet

Levittown Branch

7311 New Falls Road
Levittown, PA 19055
20,000 square feet

Quakertown Branch

401 West Mill Street
Quakertown, PA 18951
25,000 square feet

Yardley/Makefield Branch

1080 Edgewood Road
Yardley, PA 19067
15,000 square feet

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
- All Structures wiped and sanitized (Yardley Career Corner, Levittown Village, Langhorne Little Penn's Village and Quakertown Peppermint Valley)

Twice per Month

- 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 switch plates, 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

Twice 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

High Traffic Floor Plans are found in Appendix A.

BASIS OF AWARD

36. 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

When a bidder responds to this bid, they agree to provide the equipment that is bid while following the terms and conditions of bid package, including the insurance coverage and limits shown on page 17.

REQUIREMENTS

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. Weekly cleaning schedule for each branch location with an estimated breakdown of hour per employee 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 PRICING:

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)

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 they have 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 made in the interest or on 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, in any manner, sought by collusion to secure for themselves an 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 page 2 and pages 13 through 15 may not be
considered for evaluation and award.

Submitted by _____ (Bidder's Name)

Date _____

FORM OF AGREEMENT

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

WITNESSETH

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, the Morning Call and Courier Times 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 BCFL from any and all actions, claims and demands whatsoever that may result from SUPPLIER'S use of any facilities and further agrees to repair any damage to the facilities 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:

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.
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Products and Completed Operations Aggregate Limit	\$2,000,000.
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Each Occurrence Limit	\$1,000,000.
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Automobile Liability - to include owned, non-owned and hired vehicles:

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

Statutory and Employer's Liability Bodily Injury by Accident	\$ 100,000. each accident
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Bodily Injury by Disease	\$ 100,000. each employee
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Bodily Injury by Disease	\$ 500,000. policy limit
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All insurance policies required under this Agreement shall, with the exception of the Worker's Compensation Insurance, designate "The Bucks County Free Library, its Board of Directors, and their respective officers, administrators, employees, professionals, and agents" as additional insureds with respect to liability arising out of the Supplier's performance of its obligations under this Agreement. The Supplier shall deliver to the Library certificates of insurance as evidence of the insurance and limits stipulated herein including the Additional Insured requirements. The Supplier shall subsequently provide the Library with certificates of insurance for renewals of such policies, and all insurance required hereunder shall be primary, and not in excess over or contributing with any insurance maintained by the Library.

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

Additional Insured – The County of Bucks must be included as additional insured with respect to the work performed for the Janitorial Services.

WAIVER OF SUBROGATION

A Waiver of Subrogation is granted in favor of the Bucks County Free Library, its Board of Directors, and their respective officers, administrators, employees, professionals, and agents in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers Compensation policies where allowed by law.

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

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.

TERMINATION FOR CONVENIENCE

BCFL shall have the right to terminate the Contract for its convenience without penalty or recourse if BCFL determines termination to be in its best interest. Upon receipt of the written notice, the Supplier shall immediately stop all work as directed in the notice, notify any/all subcontractors of the effective date of the termination, and minimize all further costs to BCFL. The Supplier shall be paid for work satisfactorily completed and for any costs accrued performing the Contract prior to the effective date of the termination. This shall be the Supplier's sole remedy against BCFL in the event of termination under this provision. In no event shall the Supplier be entitled to recover loss of profits; loss of use of money; or administrative or overhead costs accrued after the date of termination.

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 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, 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.

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

Contractor:

Signature of Awarded

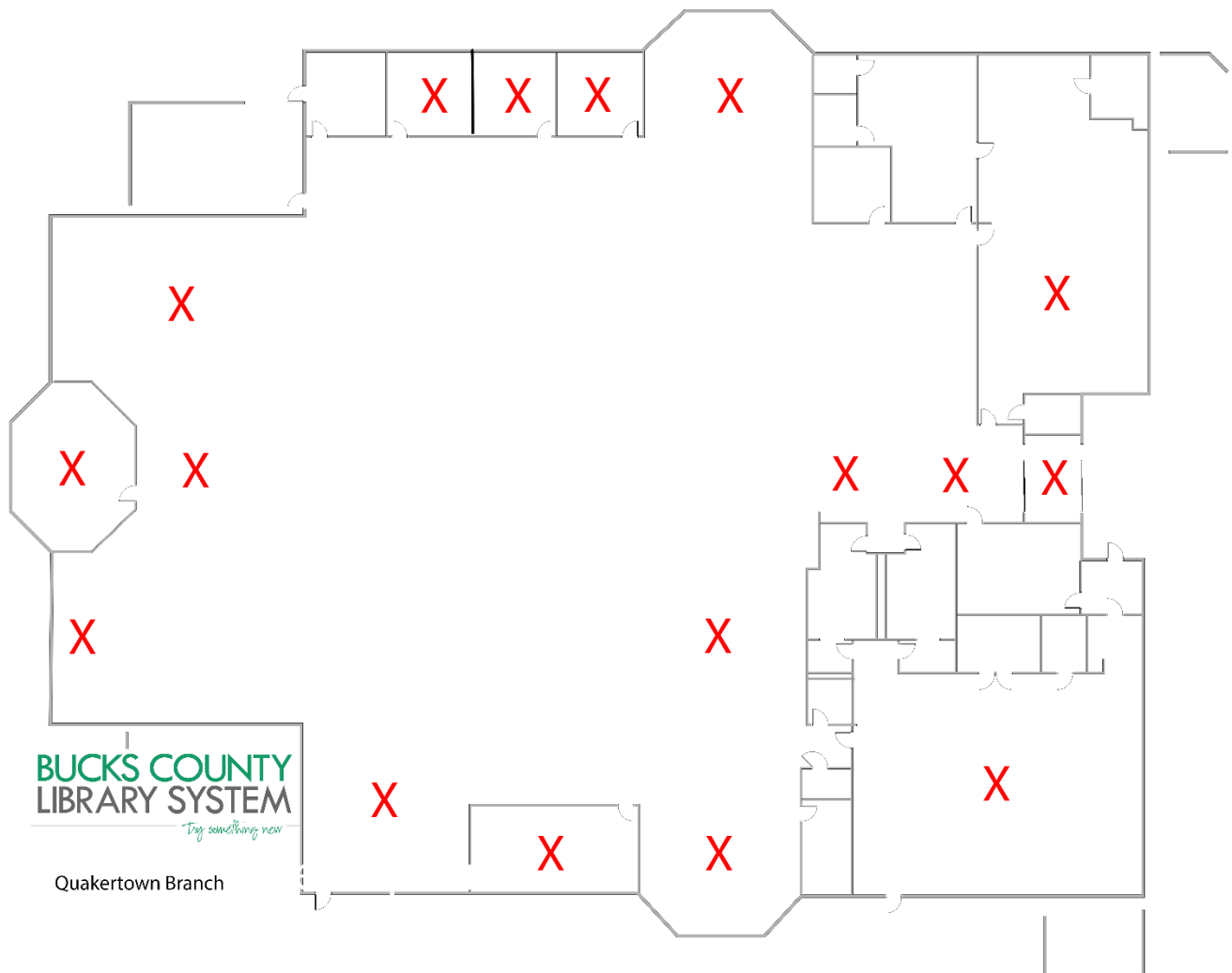
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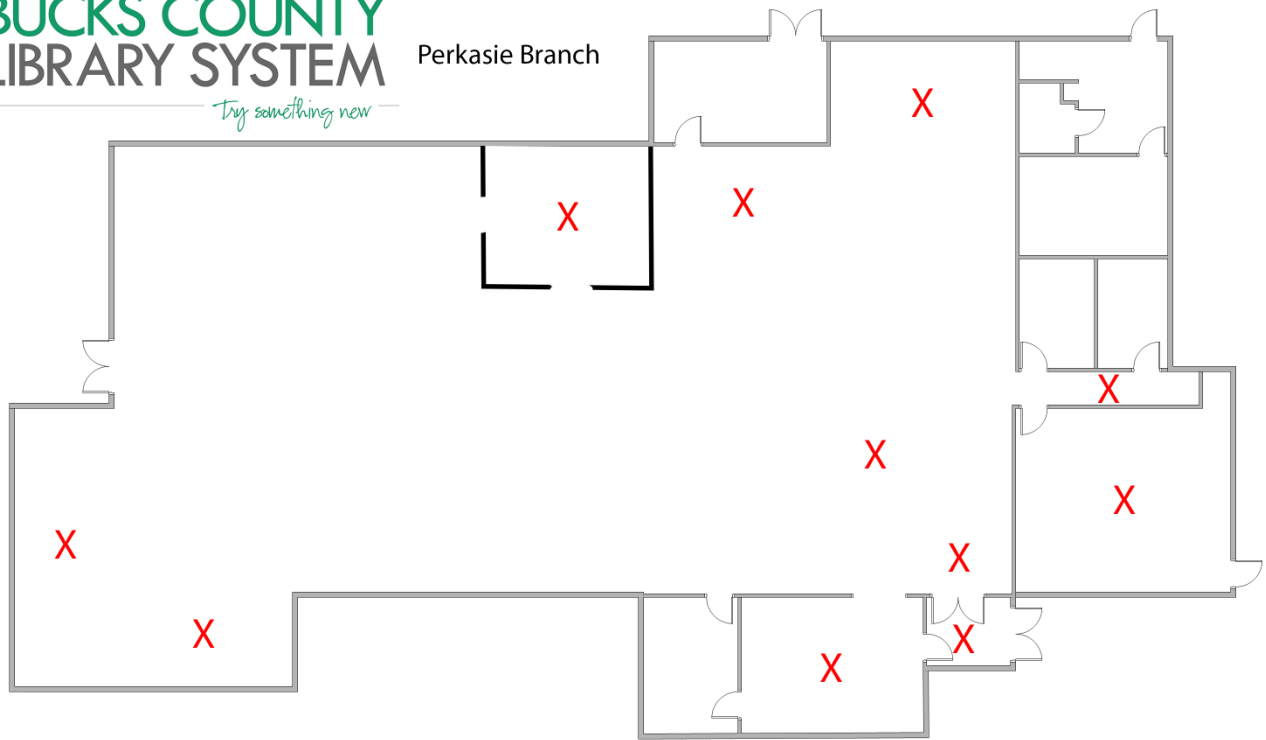
Federal ID# _____

Bucks County Free Library:

Dana Barber
Chief Executive Officer

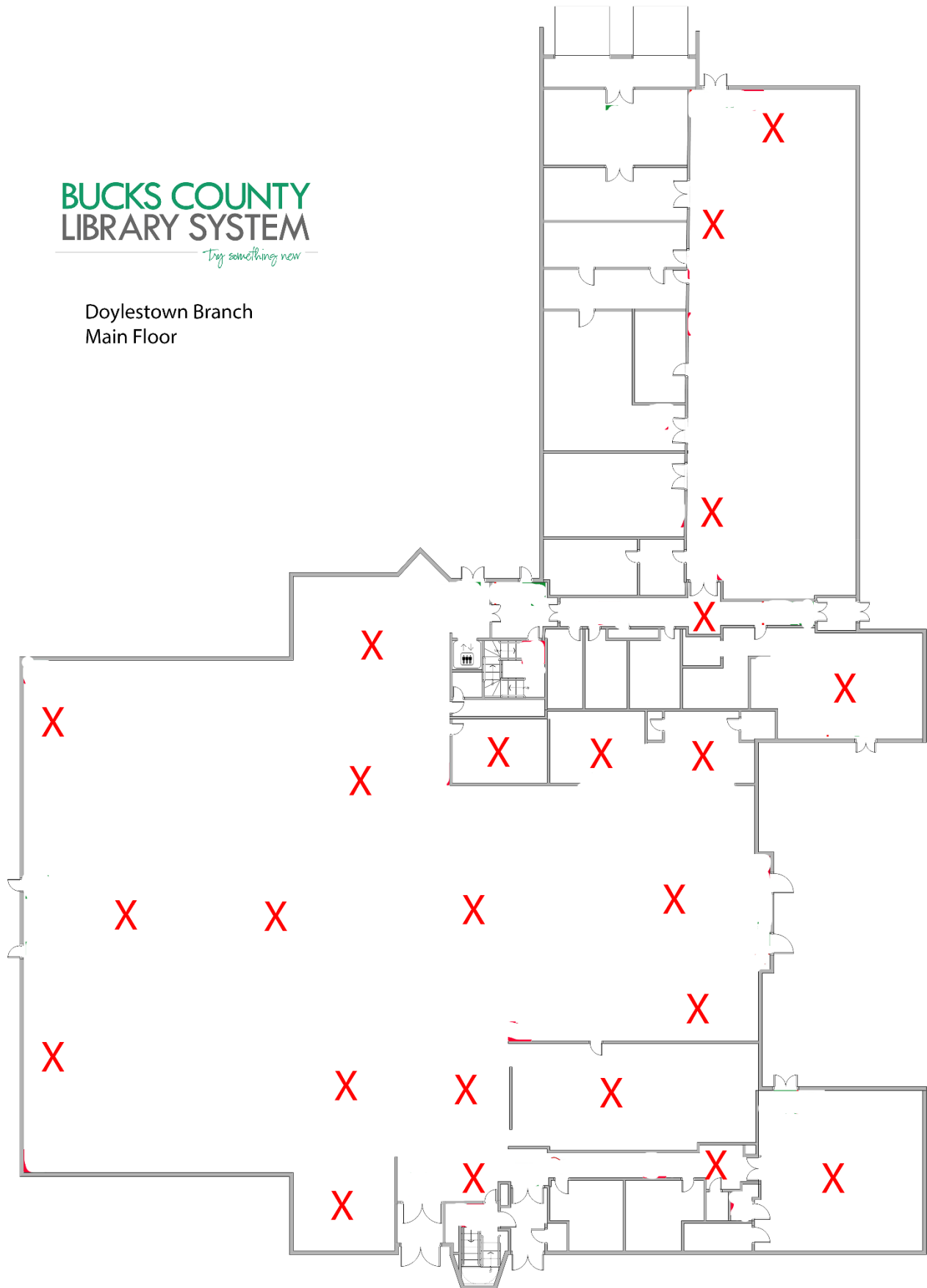
Appendix A – High Traffic Areas

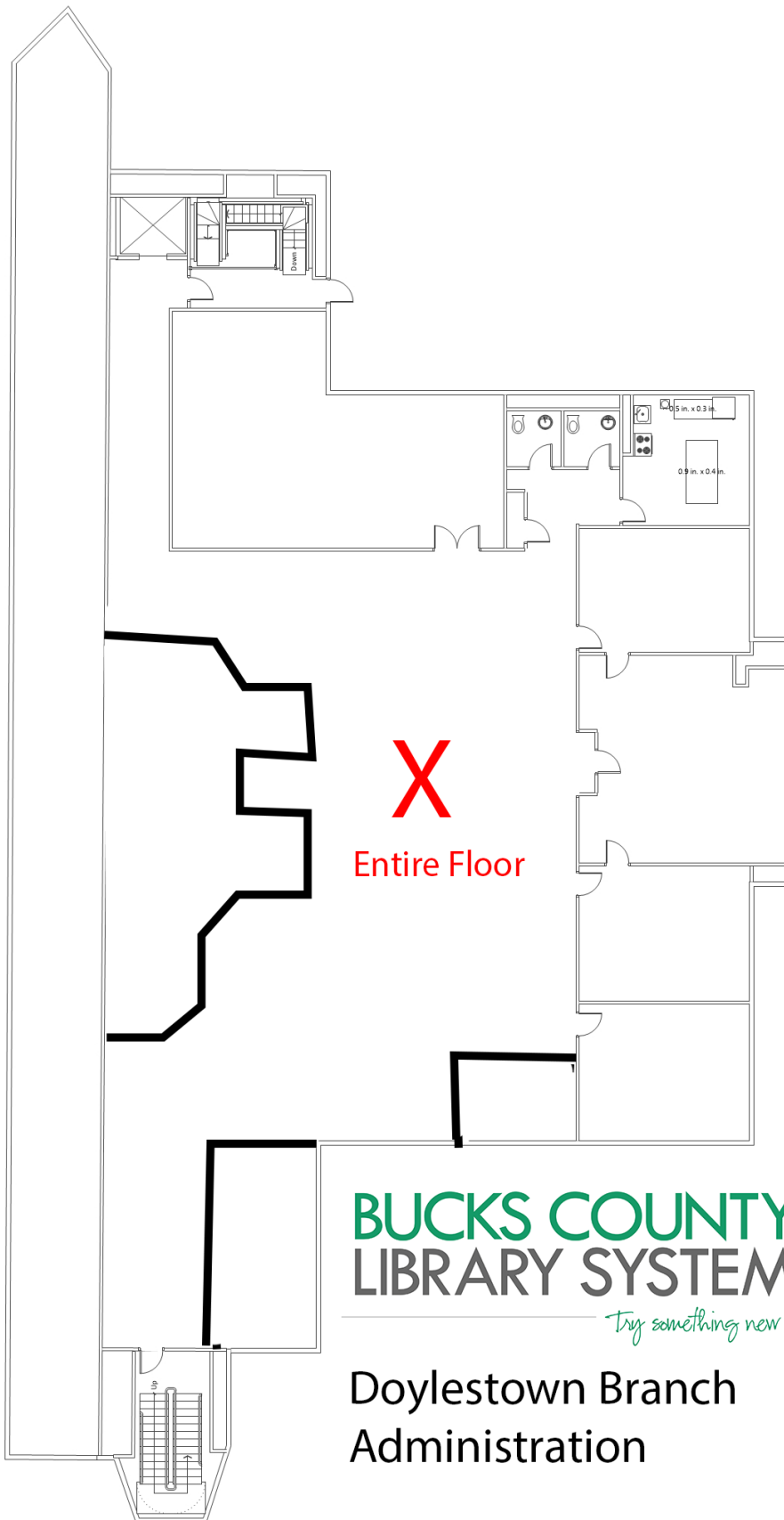




**BUCKS COUNTY
LIBRARY SYSTEM**
try something new

Doylestown Branch
Main Floor





BUCKS COUNTY
LIBRARY SYSTEM

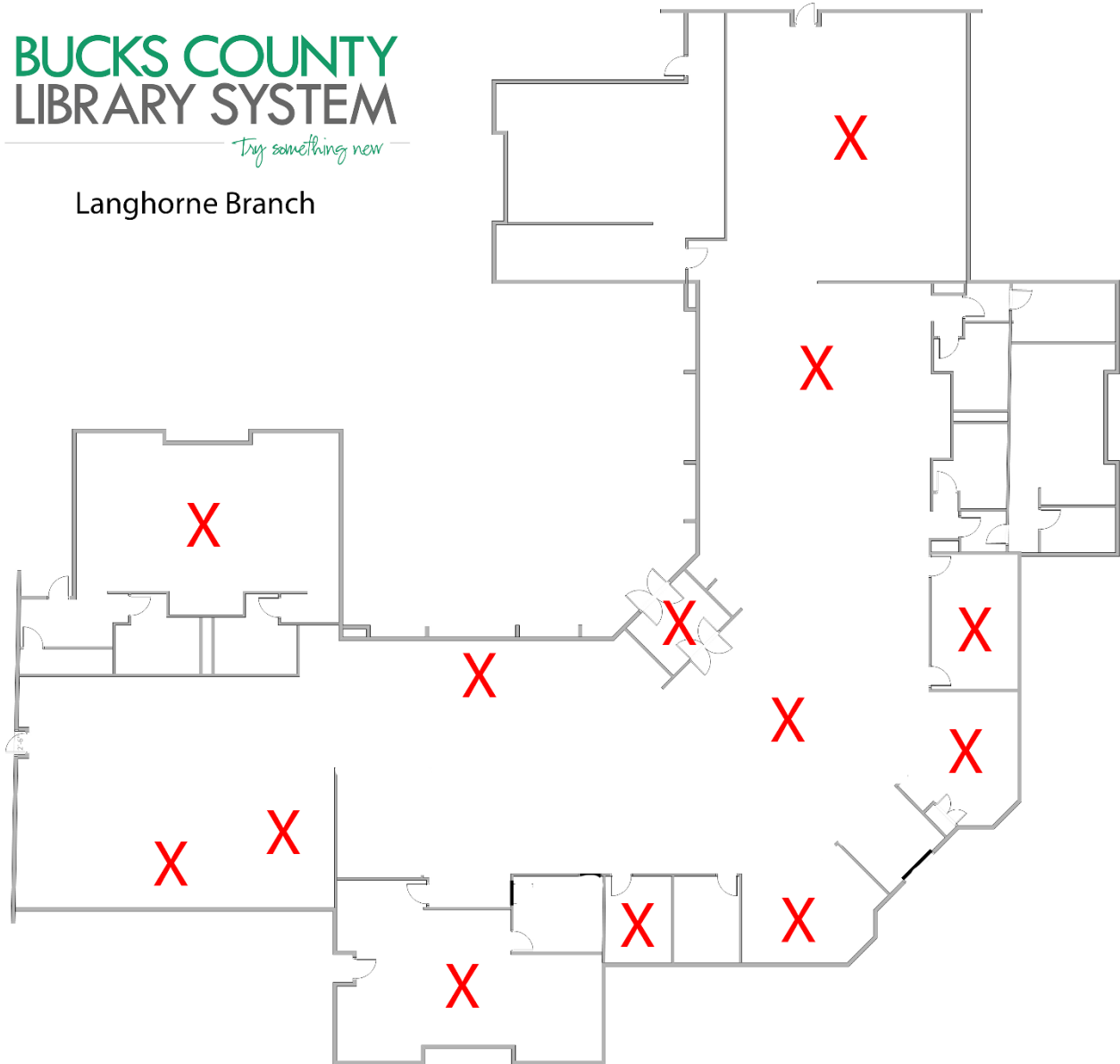
try something new

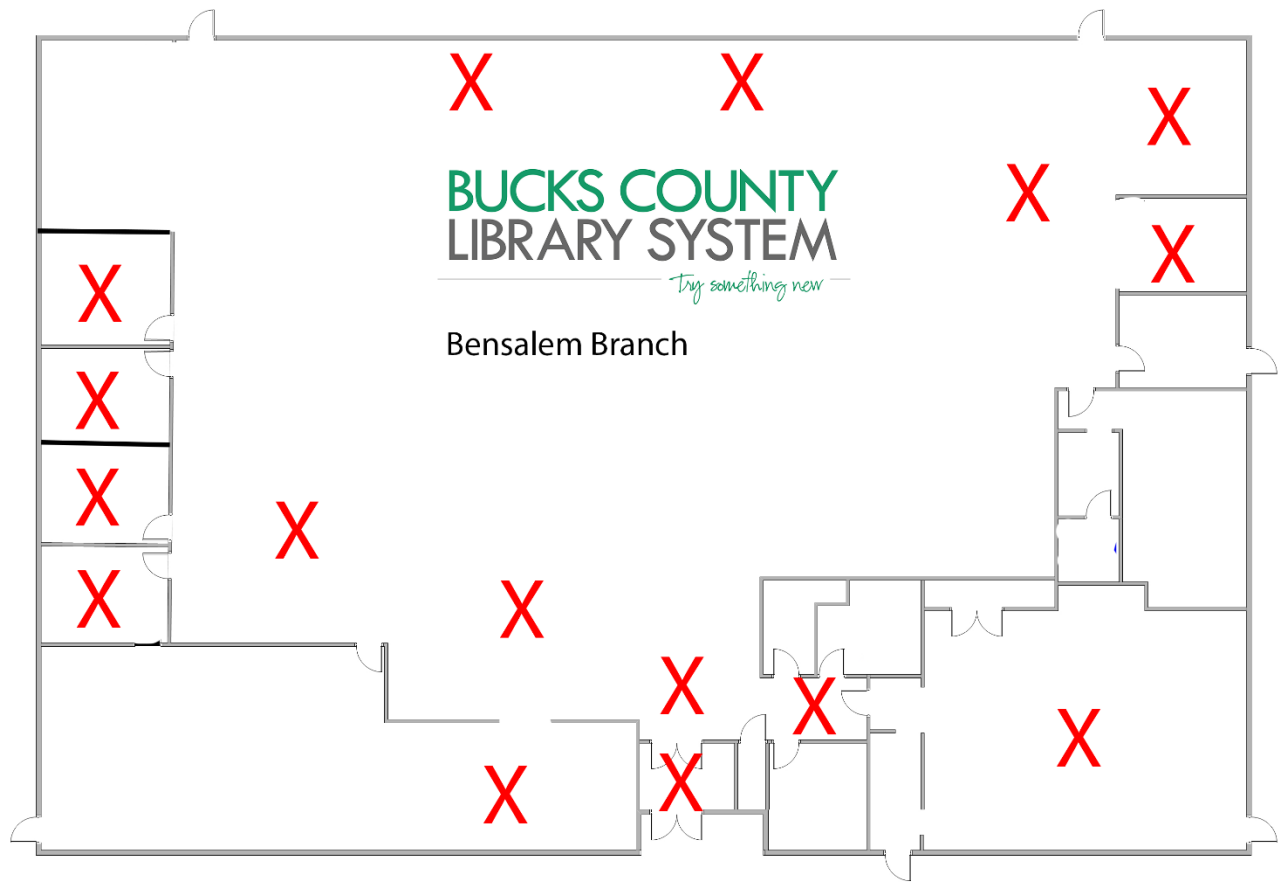
Doylestown Branch
Administration

**BUCKS COUNTY
LIBRARY SYSTEM**

try something new

Langhorne Branch





BUCKS COUNTY LIBRARY SYSTEM

Try something new

Levittown Branch

