

COUNTY OF BERKS

Invitation to Bid# 25-15-MZAA

for

Self-Propelled Articulating Boom Lift

Issued on August 20, 2025

Submittal Deadline:

Friday, September 5, 2025, 1:00 P.M. Local prevailing time
Refer to Section One, paragraph 2.1 for submittal instructions.

Opening Date/Time:

Friday, September 5, 2025, 2:30 P.M. Local prevailing time

County's Point-of-Contact for this ITB:

Amber Axon-Good, Buyer
Tel: 610-478-6168 ext. 6272
Fax: 610-898-7430
Email: AAxon-Good@berkspa.gov

This Invitation to Bid (ITB) package consists of 15 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

TABLE OF CONTENTS

SECTION

One	Instructions to Bidders Part 1 – Introduction and General Instructions Part 2 – Bid Submission: Format and Content Part 3 – Evaluation of Bids Part 4 – Operation of Resulting Purchase Order
Two	Technical Specifications

ATTACHMENTS

Attachment A	Bid Form
Attachment B	Non-Collusion Affidavit
Attachment C	Form of Purchase Order
Attachment D	Worker Protection and Investment Certification Form BOP-2201

SECTION ONE

INSTRUCTIONS TO BIDDERS

PART 1 - Introduction and General Instructions

1.1 Purpose of Invitation to Bid

This Invitation to Bid (“ITB”) sets forth the terms and conditions under which a successful Bidder shall be obligated to supply and deliver a single Self-Propelled Articulating Boom Lift as further detailed in the specifications (“Goods and Services”), through sealed bids (each a “Bid”) and which are requested by the County of Berks (hereinafter “County”), a municipal corporation with its principal office in Reading, Pennsylvania. If the County elects to make an award to the lowest responsive, responsible Bidder for the Goods and Services, the County will issue a Purchase Order (“PO”) to the selected Bidder, which shall serve as the entire agreement between the County and the successful Bidder (“Agreement”).

1.2 Due / Opening Dates

1.2.1 The deadline for receipt of Bids is 1:00 P.M., local prevailing time, Friday, September 5, 2025 (“Bid Deadline”). The County Controller’s time clock shall be considered the official time. **There will be no exceptions to Bid Deadline.** See Section One, paragraph 2.1 for detailed submittal instructions.

1.2.2 Bids will be opened publicly at 2:30 P.M., local prevailing time, the same day, Friday, September 5, 2025 (“Bid Opening”). A Bidders may attend the bid opening through a live broadcast using Microsoft Teams. A summary of Bids received (company name and Bid price) will be posted on the Purchasing Department page of the County’s website (www.berkspa.gov). The Microsoft Teams URL for the opening can be found on the following site under the listing for this specific ITB: <https://www.berkspa.gov/departments/purchasing/itb-rfp>

1.3 Bid Modification / Withdrawal

1.3.1 Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the Owner in writing prior to the time specified for Bid opening in the Invitation to Bid.

1.3.2 Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

1.3.3 Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened if the price Bid was submitted in good faith, and the Bidder submits credible evidence that the reason for the price Bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid; provided, (i) notice of a claim of the right to withdraw such Bid is made in writing with the County within two (2) business days after the Bid Opening; and (ii) the withdrawal of the Bid would not result in the awarding of the Agreement on another Bid of the same Bidder, its partner, or to a corporation or business venture owned by or in which such Bidder has a substantial interest. No Bidder who is permitted to withdraw a Bid shall supply any material or labor to or perform any subcontract or other work agreement for any person to whom the Agreement may be subsequently awarded without the prior written approval of the County.

1.3.4 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days

SECTION ONE

INSTRUCTIONS TO BIDDERS

after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.

1.3.5 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

1.4 Bidder Questions / Requested Changes to ITB

1.4.1 Questions requesting changes to the ITB requirements, or requests to bid a product that differs from the Technical Specifications must be submitted **in writing** to the County's point-of-contact for this ITB (see cover page) no later than 2:00PM on August 26, 2025.

1.4.2 Answers to questions, acceptance of requested changes to ITB requirements or Technical Specifications will be provided in an amendment to the ITB, which will be posted on the County's website (www.berkspa.gov) and notice of the issuance of the amendment will be given to all parties recorded by the County as having received the ITB documents from the County's Purchasing Department.

1.4.3 Questions answered, or responses not set forth in an amendment shall not be valid and binding upon the County. A Bid that contains exceptions or offers substitute products not previously approved by the County may result in the County rejecting the Bid as a non-responsive Bid.

1.5 Preparation Costs

The County will not be responsible for any costs associated with the preparation or submittal of any Bid. If the County rejects a Bid or does not award an Agreement to any particular Bidder, the Bidder agrees that it will not seek to recover lost or expected profits, bid preparation costs or claims for unjust enrichment.

1.6 Bidders' Receipt of the ITB Package

1.6.1 The County's Purchasing Department is the sole authority to provide the ITB package to interested companies or individuals. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a Bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package.

1.6.2 Bidders who have received the ITB package from a source other than the County's Purchasing Department or who have downloaded the ITB package from the County's website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the ITB such as addenda.

1.7 Public Information

1.7.1 Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. The County will make available for viewing the Bids and associated documents by appointment, at the County's Purchasing Department. Requests for photocopies of public records must be made to the Chief Clerk and will be provided to the requestor for a nominal per page fee.

1.7.2 Trade secrets and other proprietary data associated with the Goods and Services may be held confidential, if the Bidder requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for confidentiality.

1.7.3 All Bids received become the property of the County.

SECTION ONE

INSTRUCTIONS TO BIDDERS

PART 2 - Bid Submission: Format and Content

2.1 Submission of Bids

- 2.1.1 Bids shall be submitted with one (1) original and one (1) copy printed on 8½” x 11” paper to the following address: **County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA 19601.** The original Bid shall be marked “original” and each copy of the Bid must be a complete copy of the original including all attachments and appendixes.
- 2.1.2 Bids (original and copies) must be enclosed in a sealed, opaque envelope or other container with the words “Sealed Bid – “Self-Propelled Articulating Boom Lift” and the Invitation to Bid number clearly printed on the outside.
- 2.1.3 **To be considered, the Bid must be submitted in accordance with all requirements set forth in this ITB.**

- 2.2 To ensure compliance with all applicable Pennsylvania state labor and workforce safety laws, the Bid shall be accompanied by a completed Worker Protection and Investment Certification Form BOP-2201 acknowledging the Bidder’s responsibilities and compliance with Executive Order 2021-06, Worker Protection and Investment, October 21, 2021. Refer to Attachment “K” for the Worker Protection and Investment Certification Form BOP-2201. The Worker Protection and Investment Certification Form BOP-2201 shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Form.

2.3 Use of Bid Forms

- 2.3.1 The Bid shall be made on the forms included in this ITB and all applicable blanks on such forms shall be filled in. The forms to be included in the Bid are:
 - Attachment A Bid Form;
 - Attachment B Non-Collusion Affidavit;
 - Attachment D Worker Protection and Investment Certification Form BOP 2201.
- 2.3.2 **A Bidder’s failure to submit proper documentation may result in the County’s rejection of the Bid.**
- 2.3.3 Bids for supplies or services other than those specified or approved substitutes will not be considered.

2.4 Conflict of Interest

- 2.4.1 To preserve the integrity of County employees and elected officials and to maintain public confidence in the ITB process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- 2.4.2 Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall Bidders favor any employee or elected official of the County or their designees with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value.
- 2.4.3 **It is the Bidder’s responsibility to include in their Bid a notification to the County of any principals in the company, their spouse, or their child who are employed by the County, and of any other possible conflict of interest that exists and the nature of that conflict.**
- 2.4.4 The County reserves the right to disqualify a Bidder or cancel the award of the Agreement if any association disclosed from any source could either give the appearance of a conflict or

SECTION ONE

INSTRUCTIONS TO BIDDERS

cause speculation as to the objectivity of the Goods and Services to be supplied by the Bidder. The County's determination regarding any question of conflict of interest shall be final.

2.5 Proof of Product Equivalency

If applicable and/or required in the Technical Specifications, Bids must include proof of product equivalency and/or manufacturer specification sheets.

2.6 Debarment

By submitting a Bid, the Bidder certifies to the County that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why such certification cannot be made.

PART 3 – Evaluation of Bids

3.1 Evaluation of Bids

The County's intent is to award a single PO for the total requirement of the ITB.

3.2 Rejection or Disqualification of Bids

3.2.1 A Bid that is incomplete, obscure, conditioned or contains additions or substitute products not called for or irregularities of any kind, including, but not limited to, alterations or erasures which are not initialed, may be rejected as non-conforming.

3.2.2 The County reserves the right to waive a Bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

3.2.3 **Any Bidder who has demonstrated poor performance during a current or previous agreement with the County may be considered a non-responsible Bidder and its Bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**

3.2.4 The County reserves the right to disqualify a Bid before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

3.3 Identification of the Lowest Responsive, Responsible Bidder

3.3.1 The County intends to award the Agreement to the lowest responsive, responsible Bidder meeting all terms, conditions, and specifications of the ITB, within sixty (60) days of the opening of the Bids. Submitted Bids shall remain valid during this sixty (60) day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all Bids or parts thereof.

3.3.2 In determining the lowest responsive, responsible Bidder, the following conditions, among others, will be considered. Whether the Bidder:

3.3.2.1 maintains a permanent place of business;

3.3.2.2 has adequate equipment to supply the Goods and Services properly and expeditiously;

3.3.2.3 has suitable financial status to meet obligations to supply the Goods and Services;

3.3.2.4 has had experience on projects of similar character and magnitude; and

3.3.2.5 is licensed to do business in the Commonwealth of Pennsylvania (if applicable).

SECTION ONE INSTRUCTIONS TO BIDDERS

3.4 Awarding the Agreement

The County will make a recommendation to the County Commissioners with regard to awarding the Agreement. The Agreement shall only be awarded upon the passage of a resolution awarding the PO by the Berks County Board of Commissioners.

3.5 Protests

Any and all protests related to this Invitation to Bid are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website:

<https://www.berkspa.gov/departments/purchasing/itb-rfp>.

PART 4 – Operation of Resulting Agreement

4.1 Purchase Orders

The County shall requisition the successful Bidder to supply a certain quantity of Goods and Services in accordance with this ITB through issuance of a Purchase Order in the form attached hereto as Attachment C which shall be automatically integrated as an Agreement Document.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

SECTION TWO TECHNICAL SPECIFICATIONS

1. Summary

This section of the ITB describes the County's requirements for a Self-Propelled Articulating Boom Lift Haulotte 55XA or approved equal.

2. Functional Requirements

2.1 The Self-Propelled Articulating Boom Lift shall be a **Haulotte 55XA** or approved equal.

2.2 Minimum specifications include:

- 2.2.1 Equipment must be new, model year 2025 or newer
- 2.2.2 Maximum Platform Height: 55 ft
- 2.2.3 Platform Lift Capacity: 500 lbs
- 2.2.4 Horizontal Outreach: 33'5"
- 2.2.5 Lift Type: Articulating, self-propelled
- 2.2.6 Power: Indoor/outdoor use, DC & gas or diesel
- 2.2.7 Drive: 4-wheel drive with all-terrain capability, 4 wheel steering
- 2.2.8 Controls: Proportional hydraulic controls, platform and ground-level operation
- 2.2.9 Air & Water lines to platform
- 2.2.10 110 volt outlet at platform
- 2.2.11 Safety Features: Emergency stop, platform overload sensor, outrigger/stabilizer interlocks
- 2.2.12 Tires: Bar lug
- 2.2.13 Hydraulic outriggers automatic leveling
- 2.2.14 Under 7000lbs total weight

2.3 Equipment shall be new, manufactured in model year 2025 or later.

2.4 Equipment shall comply with all applicable OSHA, ANSI, and local safety standards.

3 Delivery or Performance Requirements

Delivery of equipment must be made within **three (3) weeks** of the order placement.

Deliveries shall be made to:

County of Berks
Parks & Recreation Department
2083 Tulpehocken Road
Wyomissing, PA 19610

Deliveries must be made Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All deliveries shall be made FOB destination.

--- END OF SPECIFICATIONS ----

**ATTACHMENT A
BID FORM**

ITB# 25-15-MZAA - Self-Propelled Articulating Boom Lift

Important note to Bidders: It is essential that the submitted Bid complies with all the requirements contained in Section One, Part Three of the ITB.

This Bid is submitted to: County of Berks
c/o Berks County Controller
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

This Bid is submitted on _____, 2025.

This Bid is valid for sixty (60) days from the date of Bid Opening.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this Bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded the Agreement as a result of the ITB and this Bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Bid, Bidder represents that they have received and examined the following ITB Amendments:

Amendment #____ Amendment #____ Amendment #____ Amendment #____

ATTACHMENT A BID FORM

Checklist - Attachments to Bid Form

The following documents are attached to and made a part of this Bid (check all that apply):

- Non-collusion Affidavit – ITB Attachment B
- Worker Protection and Investment Certification Form BOP 2201 – Attachment D

Delivery Schedule

Mode of transport (check all that apply):

- common carrier
- package express (i.e. UPS, RPS, etc.)
- in-house fleet
- other _____

Quoted Pricing

Unless items or services are specifically excluded in the Bid, the County shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount. The successful Bidder shall bill at actual usage quantities. Deducts/Adds shall be made at quoted unit prices.

Prices as quoted herein shall remain valid throughout the entire term of the Agreement.

(A) Item No.	(B) Item/Service Offered	(C) Model Year	(D) Estimated Quantity	(E) Unit Price	(F) Extended Price (D x E)
1.	Self-Propelled Articulating Boom Lift – Haulotte 55XA or approved equal		1	\$	\$
2.	Freight/Shipping	N/A	1	\$	\$
Total Bid Price FOB Destination (Sum: Items 1 through 2)					\$

ATTACHMENT A BID FORM

Authorized Signature of Bidder

The Bid Form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

Sole Proprietorship Partnership Corporation

Bidder attests that:

(1) they have thoroughly reviewed the County's Invitation to Bid #25-15-MZAA and that this Bid is submitted in accordance with the ITB requirements; and

(2) they have visited and are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made do allowance in the Bid for all contingencies or conditions.

<hr/> COMPANY NAME	<hr/> FEDERAL ID#
-----------------------	----------------------

<hr/> STREET ADDRESS ZIP	<hr/> PO BOX	<hr/> CITY	<hr/> STATE
--------------------------------	-----------------	---------------	----------------

<hr/> TELEPHONE #	<hr/> FAX #
----------------------	----------------

<hr/> SIGNATURE (**see note below)	<hr/> SIGNATORY'S NAME (printed)
---------------------------------------	-------------------------------------

<hr/> 	<hr/> SIGNATORY'S TITLE (printed)
-----------	--------------------------------------

<hr/> WITNESS'S SIGNATURE (**see note below)	<hr/> WITNESS'S NAME (printed)
---	-----------------------------------

<hr/> 	<hr/> WITNESS'S TITLE (printed)
-----------	------------------------------------

****For Corporations: The Bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this Bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the Bid.**

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of this Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of Bids lower than the Bid of another firm, any intentionally low or non-competitive Bid and any other form of Bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Bid immediately after opening of the Bid.

ATTACHMENT C

FORM OF PURCHASE ORDER

COUNTY OF BERKS - PURCHASE ORDER TERMS AND CONDITIONS

- 1. Entire Agreement.** This Purchase Order ("P.O."), including these terms and conditions, is integrated into Agreement # _____ between the parties ("Agreement") hereto and may not be modified or changed in any way without the written consent of the parties. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Any different or additional terms in Vendor's acceptance of this offer are hereby rejected. Shipment and/or delivery by Vendor of any of the items covered in this Purchase Order shall in all cases constitute an unqualified acceptance of all County's terms and conditions.
- 2. Freight/Delivery.** Unless otherwise agreed, all prices stated herein are inclusive of packaging and freight costs to the delivery point stated on the face of this P.O. Collect shipments will not be accepted. If freight is allowed, freight costs are to be prepaid by Vendor and added to the invoice as a separate line item. A copy of the bill of lading must accompany the invoice. All goods shall be shipped via the most economical method, unless otherwise specifically agreed upon by the County. Time or times of delivery, in the quantity or number of units required to be delivered is of the essence of this Purchase Order and must be strictly complied with. In the event delivery of goods is delayed, County reserves the right to require Vendor to ship the goods via express transport at Vendor's expense.
- 3. Invoicing/Payment.** Payment shall be net thirty (30) days from receipt of a properly documented invoice. If a cash discount is available for early payment, such cash discount period will be calculated from the date of receipt of a properly documented invoice or, for goods, from the date of receipt at the specified delivery point, and, for services, from the date of completion, whichever is later. Each invoice must reference the P.O. number, shall not include goods or services for more than one P.O., and must indicate whether for a partial or complete shipment. The County is exempt from any sale, excise or federal transportation taxes.
- 4. Inspection/Acceptance.** All goods shall be packaged to protect them from damage during shipment. County will refuse delivery of damaged packages. All goods delivered, or services performed shall comply with all federal, state and/or local laws relative thereto. Inspection of all goods shall be conducted at the place of delivery or other place of inspection if so specified herein and shall occur within a reasonable time after delivery. At County's option, Vendor shall either (a) remove from the place of inspection at Vendor's risk of loss and expense any goods, which the County after inspection rejects or revokes acceptance due to non-conformance or Vendor's non-compliance with any terms of this P.O., or (b) correct rejected goods within a reasonable time after notification of rejection.
- 5. Default.** If the Vendor fails to supply and deliver conforming goods or fails to perform services pursuant to this P.O., County may, after providing notification to Vendor, procure the same from other sources and charge the Vendor for any excess cost or damages resulting therefrom, as liquidated damages. This paragraph shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A, Section 2101 et seq.
- 6. Independent Contractor.** The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to County under this Agreement shall be that of an independent contractor, and nothing in this P.O. or the Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, partner of County.
- 7. Warranty.** Vendor warrants to County that the goods furnished under this P.O., whether manufactured or fabricated by Vendor or others, shall be (a) new (unless otherwise approved on the face of this P.O.) and strictly conform to the specifications, drawings, samples and descriptions referred to herein or provided by County to Vendor, and (b) free from defects in materials and workmanship. All work performed shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly repair or replace goods and re-perform services, after receiving notification from County of defects or nonconformance. Goods manufactured, or services provided by a third party and supplied by Vendor shall carry all third-party warranties. All warranties shall survive any inspection, delivery, acceptance, or payment.
- 8. Indemnity/Limitation of Liability.** Vendor agrees to indemnify and hold harmless the County of Berks, its elected officials, employees and agents from all costs, losses, expenses, damages, claims, suits, and liability for injuries to, and/or death of, any and all persons and for loss of and/or damage to property sustained or alleged to be sustained in connection with or to have arisen out of the performance of the work by the Vendor, its subcontractors or its respective agents, servants or employees. In no event shall County be liable for any indirect, incidental, special, or consequential damages.
- 9. Insurance.** In the event Vendor provides any services under this P.O., Vendor shall provide and maintain at its own expense, and require its subcontractors to maintain during progress of any work (a) Worker's Compensation insurance in statutory limits mandated by the Commonwealth of Pennsylvania; and (b) bodily injury, liability, and property damage insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder, but in no event shall these amounts be less than \$1,000,000. Upon request, Vendor shall furnish certificates of insurance evidencing the required insurance coverage.
- 10. Termination.** County reserves the right, at any time and for its convenience, to terminate this P.O. in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended date of termination date. Vendor shall be compensated for goods accepted or services properly performed up to the effective date of termination, less any payments previously made by County for such goods or services, but in no event shall Vendor be entitled to recover loss of profits.
- 11. Changes.** County shall have the right to make changes to this order. If such changes affect the price or the delivery date specified herein, Vendor shall, before proceeding, secure approval, in writing, of any change in price or date of delivery. County shall also have the right to cancel all or any separable part of this Purchase Order by written notice.
- 12. Publicity.** Neither Vendor nor any tier subcontractor shall use the name of the County of Berks or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.
- 13. Assignment.** This P.O. may not be assigned nor any duties delegated by the Vendor without the written consent of the County. This P.O. shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 14. Compliance with Laws.** Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 15. Governing Law.** This P.O. shall be interpreted under the substantive law of the Commonwealth of Pennsylvania.
- 16. Severability/Reservation of Rights.** The provisions of this P.O. shall be deemed to be severable. Consequently, in the event that any provision of this P.O. is found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of like or different character.

ATTACHMENT D

WORKER PROTECTION AND INVESTMENT CERTIFICATION

FORM BOP-2201



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

- A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
1. Construction Workplace Misclassification Act
 2. Employment of Minors Child Labor Act
 3. Minimum Wage Act
 4. Prevailing Wage Act
 5. Equal Pay Law
 6. Employer to Pay Employment Medical Examination Fee Act
 7. Seasonal Farm Labor Act
 8. Wage Payment and Collection Law
 9. Industrial Homework Law
 10. Construction Industry Employee Verification Act
 11. Act 102: Prohibition on Excessive Overtime in Healthcare
 12. Apprenticeship and Training Act
 13. Inspection of Employment Records Law
- B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	