

COUNTY OF BERKS

Invitation to Bid # 24-10-JRNC

for

Janitorial Services

Issued on March 19, 2024

Pre-Bid Conference:

Tuesday, April 2, 2024

Refer to Section One, paragraph #1.2 for details.

Submittal Deadline:

Thursday, April 25, 2024, 1:00 P.M. Local prevailing time

Refer to Section One, paragraph 2.1 for submittal instructions.

Opening Date/Time:

Thursday, April 25, 2024, 3:15 A.M. Local prevailing time

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

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**Mailing Address: Berks County Services Center, 633 Court Street – 13th Floor,
Reading, PA, 19601**

This Invitation to Bid (ITB) package consists of 111 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.

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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 an indefinite quantity of Janitorial Services 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 Form of Agreement and General Conditions included as Attachment H to this ITB as well as all documents incorporated therein shall form the entire agreement between the County and the successful Bidder (“Agreement”).

1.2 Pre-Bid Meeting

1.2.1 A pre-bid meeting will be held through live broadcasting using Microsoft Teams on Tuesday, April 2, 2024, beginning promptly at 3:30 PM. The bidder may participate in the pre-bid conference of the ITB through a call-in number or utilizing Microsoft Teams. The Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific ITB:

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

1.2.2 The purpose of this meeting is to conduct a question-and-answer session regarding this ITB package to maximize the bidders understanding of what is required. Should questions asked and answers given at the pre-bid conference potentially alter the intent or scope of the ITB, the County will issue an amendment to the ITB to formally modify the ITB. This ITB cannot be modified by, and bidder shall not rely on, comments made during the pre-bid conference except as set forth in an amendment.

1.2.3 All bidders who have received the ITB package from the County will receive notification of the issuance of the amendment.

1.3 Due / Opening Dates

1.3.1 The deadline for receipt of Bids is 1:00 P.M., local prevailing time, Thursday, April 25, 2024 (“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.

1.3.2 Bids will be opened publicly at 3:15 P.M., local prevailing time, the same day, Thursday, April 25, 2024 (“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>

1.4 Bid Modification / Withdrawal

1.4.1 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.

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- 1.4.2 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.
- 1.4.3 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.
- 1.4.4 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 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.
- 1.4.5 In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to increase the amount Bid or the Contract Sum, as applicable.
- 1.4.6 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.

1.5 Bidder Questions / Requested Changes to ITB

- 1.5.1 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 3:00PM on April 2, 2024.
- 1.5.2 Requests to bid a product that differs from the Technical Specifications must include detailed specifications on the proposed substitute product(s). If requested by the County, the Bidder shall provide samples of the proposed substitute product(s). Such samples shall be provided at the expense of the Bidder and shall become the property of the County.
- 1.5.3 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.
- 1.5.4 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

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previously approved by the County may result in the County rejecting the Bid as a non-responsive Bid.

1.6 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.

1.7 Bidders' Receipt of the ITB Package

1.7.1 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.

1.7.2 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.

1.8 Public Information

1.8.1 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.

1.8.2 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.

1.8.3 All Bids received become the property of the County.

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 – Janitorial Services" 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.**

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2.2 Submission of Samples

Not Applicable

2.3 Bid Security

2.3.1 Bids must be accompanied by Bid security in the form of a certified check, irrevocable standby letter of credit, or Bid Bond in the amount of ten percent (10%) of the total amount of the Bid. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. **Surety bonds must be furnished using the form provided herein or a replication of this form by the surety company.** Such Bid security shall be a guarantee of good faith and is to become the property of the County as just and liquidated damages in the event that the County incurs any losses as a result of the successful Bidder's failure to furnish the required executed form of agreement, performance security of certificate of insurance within ten (10) business days of date of the County's request.

2.3.2 Bid security shall be made payable to the "County of Berks".

2.3.3 The Bid security submitted by each Bidder will be returned after the County has signed the Agreement.

2.3.4 **Use of a Bid Bond form other than the one provided herein, Attachment E, or an exact replication of such form is considered a material defect. Failure to include Bid security in the Bid is considered a material defect. Such Bids will be rejected immediately after opening as non-conforming.**

2.4 Consent of Surety

2.4.1 If performance security will be provided in the form of a performance bond, a Consent of Surety (sample form included as Attachment F) must be submitted by the Bidder with its Bid. The Consent of Surety shall consist of a statement from the Bidder's bonding company certifying that, if the Bidder is awarded the Agreement, the bonding company will provide a Performance Bond in the amount of fifty percent (50%) of the total Agreement amount. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer's authority to commit the bonding company. The Consent of Surety must not contain any conditions that contradict the terms and conditions of this ITB.

2.4.2 **If performance security will be provided in a form other than a performance bond, Bidder must submit with their Bid a statement on company letterhead noting the form in which performance security will be provided.**

2.5 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.

2.6 Use of Bid Forms

2.6.1 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 Piggyback Agreement;

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Attachment C Non-Collusion Affidavit;

Attachment D Reference Form;

Attachment E Bid Bond (or other approved form of Bid security);

Attachment F Consent of Surety; and,

Attachment K Worker Protection and Investment Certification Form BOP 2201.

2.6.2 A Bidder's failure to submit proper documentation may result in the County's rejection of the Bid.

2.6.3 For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.

2.6.4 Bids for supplies or services other than those specified or approved substitutes will not be considered.

2.7 Evidence of Insurance

All Bidders must provide with their Bid a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in Attachment H Form of Agreement and General Conditions of this ITB.

2.8 Conflict of Interest

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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 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.

2.9 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.

2.10 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

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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 contract for the total requirement of the ITB; however, the County reserves the right to award multiple contracts in any combination that best serves the interest of the County.

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. Reasons for rejection of a Bid at the time of Bid Opening include, but are not limited to, failure to include a signed Bid Bond (if required) on the County's form; failure to include a signed consent of security (if required); failure to include a signed Non-Collusion Affidavit; and lack of an authorized signature on the Bid Form.

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-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).

3.4 Post-Bid Qualifications

After the Bid Opening, Bidders must be prepared to present suitable evidence of their qualifications and financial standing within three (3) business days after request by the County.

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3.5 Post-Bid Forms

3.5.1 After the County identifies the apparent lowest responsive, responsible Bidder, the County's Purchasing Office will notify such Bidder. Such Bidder shall, within ten (10) business days of such notice, submit all necessary post-Bid documentation meeting the requirements of this ITB, which shall include, without limitation:

3.5.1.1 an executed Form of Agreement;

3.5.1.2 performance security and

3.5.1.3 certificate of insurance.

3.6 Performance Security

3.6.1 Upon the County's request, the apparent lowest responsive, responsible Bidder shall furnish performance security guaranteeing that the Goods and Services will be completed and supplied to the County in accordance with the Agreement and within the time specified. The performance security amount shall be equivalent to fifty percent (50%) of the total Agreement amount. The performance security shall be in the form of a certified check, irrevocable standby letter of credit, or performance bond. **Performance bonds must be provided on the County's Performance Bond Form, a copy of which is included in this Invitation to Bid as Attachment I.** The successful Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within ten (10) business days of the County's request shall be a breach of a condition precedent to the award of the Agreement. The County may reject the Bidder's Bid, draw upon such Bidder's Bid security, and award the Agreement to another Bidder.

3.6.2 The performance security shall be payable to the "County of Berks".

3.7 Confidentiality of Protected Health Information

3.7.1 To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, "HIPAA"), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Bidder agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Bidder in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

3.7.2 To the extent that County meets the definition of a "Covered Entity" or "Business Associate" (as such terms are defined under HIPAA) and the successful Bidder is determined by County to meet the definition of a "Business Associate" or "Subcontractor" (as such terms are defined under HIPAA) of County, the successful Bidder and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County, which shall govern the treatment of any protected health information created, received, transmitted or maintained by successful Bidder on behalf of the County.

3.8 Awarding the Agreement

Upon the County's receipt and approval of the lowest responsive, responsible Bidder's Post-Bid qualifications and forms, the County will make a recommendation to the County Commissioners

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

3.9 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 Form of Agreement and General Conditions

Upon request, the apparent lowest, responsible Bidder shall fill in all necessary details and execute the Form of Agreement and General Conditions attached hereto as Attachment H and submit the same for the County's execution.

4.2 Agreement Documents

The entire integrated Agreement shall be comprised of the Agreement Documents which include, without limitation, the executed Form of Agreement, this ITB, the successful Bidder's performance security, the Bid of the successful Bidder, and all purchase orders.

4.3 Pricing

4.3.1. After the initial one (1) year period, the vendor may request a price redetermination.

The awarded bid prices shall be eligible for an increase on an annual basis, on the anniversary of the effective date in an amount not to exceed the percentage increase, if any during the 12-month period preceding the anniversary of the effective date contained in the Producer Price Index (PPI) as detailed herein shall remain in effect, unchanged for the entirety of that year. Clause 4.3, Pricing shall be applicable to any and all one-year extensions/renewals to the contract term that are exercised between the Vendor and the County.

4.3.2. The PPIs to be utilized are the unadjusted index (not seasonally adjusted) for Janitorial Services Commodity Code: 49, Item Code: 1.

4.3.3. Price increases or decreases shall be limited to no more than the percentage increase or decrease in the latest published Producer Price Index (PPI), published by the U.S. Department of Labor, Bureau of Labor Statistics. The percentage of increase or decrease shall be calculated utilizing the PPI Index for the first month of the agreement and last available month within the agreement year. If a specific month's index is not available, the index for the immediately proceed month shall be used as the basis for the adjustment of the index.

4.3.4. Not more than thirty (30) days nor less than twenty (20) days before the end of each redetermination period, the vendor may submit to the County's point of contact for this ITB, a request for price redetermination which indicates the amount of the proposed price change. The adjusted price shall be applicable to those orders placed after the effective date of the contract amendment.

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4.3.5. The successful bidder, upon the request of the County, shall be required to provide additional documentation from their supplier to support a price increase of any one item. Should the successful bidder and the County not be able to come to a resolution on the re-determined price, the County reserves the right to remove the item from the agreement.

4.3.6. Should vendor fail to submit within the time frame specified in Section One, Instruction to Bidders, Clause 4.3.4 the County reserves the right to hold current pricing.

4.3.7. Bids containing references to possible escalation of prices other than that allowed during the term of the Agreement in Clause 4.3 pricing will be rejected as conditioned Bids.

4.4 Purchase Orders

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

4.5 Term of the Agreement

The contract, which results from the award of this ITB, shall be for a period of three (3) year commencing upon the Award of the Agreement unless otherwise extended.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

SECTION TWO TECHNICAL SPECIFICATIONS

1. Summary

This section of the ITB describes the County's requirements for janitorial services at seventeen County office locations as listed herein. Successful bidder shall furnish the equipment, material, labor and supervision to ensure compliance with the specifications and instruct all employees in the performance of their duties.

2. Site Inspection by Bidder

It is the responsibility of each Bidder before submitting a bid to visit the site to become familiar with the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the services, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site relieve the Bidder from the consequences of such failure and shall not constitute grounds for a claim after contract award.

2.1. On request and in advance of bid submission, The County will provide each Bidder access to the site(s) to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a bid. Bidders shall restore the site to its former condition upon completion of the site inspection.

2.2. Site visits to the M.D. J. offices are to be coordinated and approved through Tammy Baus, Administrative Secretary, Special Courts Administration. Tammy Baus can be contacted via telephone at 610-478-6456 extension 3520 or via email at tbaus@berkspa.gov. A site visit of the Berks County Workforce Development Board is to be coordinated and approved through Amber Columbo, Assistant Director. Amber Columbo can be contacted via telephone at 610-898-5574 extension 2098 or via email at acolumbo@berkspa.gov. A site visit to the Berks County Fire Training Center is to be coordinated and approved through John DeMarco, Superintendent. John DeMarco can be contacted via telephone at 610-236-8280 or via email at jdemarco@berkspa.gov.

3. Facility Description

3.1. Magisterial District Judge Offices

The allowable cleaning times, as per the agreed upon schedule, shall be enforced to not overlap with court proceedings. The allowable cleaning times are Monday through Friday 9:00 A.M. to 3:00 P.M. as agreed upon by the County. The current cleaning times are listed as a reference. The cleaning for these locations is weekly.

3.1.1. Hon. David L. Yoch MDJ – Magisterial District 23-2-04

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 3,106 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). This location does not have a kitchenette. Current schedule Friday at 10:00 A.M.

3.1.2. Hon. Eric J. Taylor MDJ – Magisterial District 23-2-02

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 2,512 square feet. There are two unisex restrooms (one public and one private). There is a kitchenette at this location. Current schedule Wednesday at 10:00 A.M.

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- 3.1.3. Hon. Brian K. Strand MDJ– Magisterial District 23-3-05
The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 2,800 square feet. There are two unisex restrooms (one public and one private). There is a kitchenette at this location. Current schedule Monday at 10:00 A.M.
- 3.1.4. Hon. Gail M. Greth MDJ– Magisterial District 23-3-04
The building where the work will be performed is used by the general public, one MDJ and two employees. The office space is 2,900 square feet. There is one private unisex restroom. This location has no public restrooms. This location does not have a kitchenette. Current schedule Thursday at 1:00 P.M.
- 3.1.5. Hon. F. Richard Drumheller MDJ– Magisterial District 23-3-02
The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 2,400 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). There is a kitchenette at this location. Current schedule Wednesday at 10:30 A.M.
- 3.1.6. Hon. Priscilla Campos MDJ– Magisterial District 23-2-01
The building where the work will be performed is used by the general public, one MDJ and two employees. The office space is 2,488 square feet. There are two unisex restrooms (one public and one private). There is a kitchenette at this location. Current schedule Friday at 10:15 A.M.
- 3.1.7. Hon. Sandra L. Fegley MDJ – Magisterial District 23-2-03
The building where the work will be performed is used by the general public, one MDJ and four employees. The office space is 2,710 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). There is a kitchenette at this location. Current schedule Friday at 1:00 P.M.
- 3.1.8. Hon. Carissa L. Johnson MDJ– Magisterial District 23-1-02
The building where the work will be performed is used by the general public, one MDJ and two employees. The office space is 2,540 square feet. There are two unisex restrooms (one public and one private). There is a kitchenette at this location. Current schedule Friday at 12:00 P.M.
- 3.1.9. Hon. Steven M. Chieffo MDJ– Magisterial District 23-3-03
The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 2,750 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). This location does not have a kitchenette. Current schedule Monday at 1:00 P.M.
- 3.1.10. Hon. Dean R. Patton MDJ– Magisterial District 23-1-06
The building where the work will be performed is used by the general public, one MDJ and four employees. The office space is 3,100 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). There is a kitchenette at this location. Current schedule Tuesday at 9:00 A.M.

SECTION TWO TECHNICAL SPECIFICATIONS

3.1.11. Hon. Kim L. Bagenstose MDJ– Magisterial District 23-3-06

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 3,333 square feet. There is one private unisex restroom. This location has no public restrooms. There is a kitchenette at this location. Current schedule Thursday at 11:00 A.M.

3.1.12. Hon. Andrea J. Book MDJ– Magisterial District 23-3-07

The building where the work will be performed is used by the general public, one MDJ and two employees. The office space is 2,880 square feet. There are three unisex restrooms (one public, one private and one restricted for prisoner use only). There is a kitchenette at this location. Current schedule Thursday at 11:30 A.M.

3.1.13. Hon. Michael D. Kaufman MDJ– Magisterial District 23-3-01

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 2,000 square feet. There is one private unisex restroom. There is a kitchenette at this location. Current schedule Monday at 9:00 A.M.

3.1.14. Hon. Tonya A. Butler MDJ– Magisterial District 23-3-09

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 3,230 square feet. There are two unisex restrooms (one public and one private). There is a kitchenette at this location. Current schedule Wednesday at 9:30 A.M.

3.1.15. Hon. Ann L. Young MDJ– Magisterial District 23-1-01

The building where the work will be performed is used by the general public, one MDJ and three employees. The office space is 3,000 square feet. There are three restrooms (one public, one private, and one restricted for prisoner use only). There is a kitchenette at this location. Current schedule Monday at 9:00 A.M.

3.2. Berks County Workforce Development Board

The allowable cleaning times are Monday through Friday between 9:00 A.M to 5:00 P.M. The cleaning at this location is twice per week.

3.2.1. Berks County Workforce Development Board, Suite G

The building where the work will be performed is used by seven employees. The office space is 2,160 square feet. There are two restrooms (one male and one female). There is a kitchenette at this location.

3.3. Berks County Fire Training Center

The allowable cleaning times are Monday through Friday between 9:00 A.M to 5:00 P.M. The cleaning at this location is twice per week.

3.3.1. Berks County Fire Training Center

The building where the work will be performed is used by the public for training, one full-time employee and part-time employees. The office space is 6,300 square feet per story. The building is two stories. There are five restrooms (four public (two male and two female), and one private). There are three shower stalls. There are four classrooms (two of which are divided by are partition which may be open to make one large classroom), four offices. There is a kitchenette and adjacent lunchroom at this location.

SECTION TWO TECHNICAL SPECIFICATIONS

4. Cleaning Tasks/Frequency of Service

The tasks to be performed and their frequency are identified in the following charts. The cleaning tasks identified are to be performed in compliance with the minimum standards set forth in paragraph five (5) below.

4.1. Location: Magisterial District Judge Offices (applies to all 15 offices)

General Offices & Public Areas				
Description of Task	Weekly	Monthly	Semi-Annually	Annual
1. Clean and sanitize all water fountains	X			
2. Spot clean all walls, doors and door frames	X			
3. Wash all doors and door frames		X		
4. Dust ceiling vents and vertical and horizontal exposed piping		X		
5. Dust (high and low) all areas	X			
6. Empty all trash cans (including but not limited to waste, recycling, shredder machines)	X			
7. Replace all soiled or torn trash can liners as needed	X			
8. Spot clean all trash cans	X			
9. Clean and disinfect all phones	X			
10. Clean and polish all bare metal	X			
11. Dust all furniture	X			
12. Clean and polish all wood furniture		X		
13. Vacuum and spot clean all cloth furniture		X		
14. Clean all interior glass doors	X			
15. Vacuum and spot clean all carpets	X			
16. Wet mop all hard surface flooring	X			
17. Spray buff all hard surface flooring		X		
18. Strip and refinish all hard surface flooring			X	
19. Dust all windowsills	X			
20. Wash all windowsills		X		
21. Dust all window blinds		X		
22. Clean all windows (interior) including transaction window	X			
23. Clean inside and outside of glass entrance doors	X			
24. Clean exterior of all windows			X	
25. Damp wipe exterior of light panels		X		
26. Clean interior of light panels			X	
27. Broom clean porches/patios	X			
28. Empty ashtray and trash on porches/patios (where applicable)	X			
29. Carpet shampoo cleaning				X

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Restrooms				
Description of Task	Weekly	Monthly	Semi-Annually	Annual
1. Spot clean all walls, doors and door frames	X			
2. Wash all doors and door frames		X		
3. Dust ceiling vents and vertical and horizontal exposed piping		X		
4. Dust (high and low) all areas	X			
5. Clean and polish all bare metal		X		
6. Empty all trash cans (includes feminine hygiene disposal units)	X			
7. Replace all soiled or torn trash can liners as needed	X			
8. Spot clean all trash cans	X			
9. Dust all windowsills	X			
10. Wash all windowsills		X		
11. Clean all windows	X			
12. Clean and sanitize urinals and commodes	X			
13. Clean and sanitize sinks and counter tops	X			
14. Wash and sanitize walls and baseboards		X		
15. Spot clean stall partitions	X			
16. Wash and sanitize stall partitions		X		
17. Clean mirrors	X			
18. Fill, clean and sanitize all dispensers	X			
19. Wet mop floors with disinfectant	X			
20. Machine scrub floors with disinfectant		X		
21. Strip and refinish all hard surface flooring			X	
22. Damp wipe exterior of light panels		X		
23. Clean interior of light panels			X	

4.2. Berks County Workforce Development Board

Public Areas				
Description of Task	Daily	Weekly	Monthly	Semi-Annually
1. Clean and sanitize all water fountains	X			
2. Dust mop and sweep all hard surface flooring	X			
3. Wet mop all hard surface flooring	X			
4. Spray buff all hard surface flooring		X		
5. Strip and refinish all hard surface flooring				X
6. Spot clean all walls, doors and door frames	X			
7. Wash all doors and door frames		X		

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Description of Task	Daily	Weekly	Monthly	Semi-Annually
8. Dust ceiling vents and vertical and horizontal exposed piping		X		
9. Dust (high and low) all areas			X	
10. Sweep and wet mop stairwell and landing	X			
11. Clean and polish all bare metal		X		
12. Damp wipe exterior of light panels			X	
13. Clean interior of light panels				X
14. Empty all trash cans (including but not limited to waste, recycling, shredder machines)	X			
15. Replace all soiled or torn trash can liners as needed	X			
16. Spot clean all trash cans	X			
17. Clean glass entrance doors (front and rear)	X			
18. Dust all furniture		X		
19. Clean and polish all wood furniture		X		
20. Vacuum and spot clean all cloth furniture			X	
21. Clean all interior glass doors	X			
22. Vacuum and spot clean all carpets	X			
23. Dust all windowsills		X		
24. Wash all windowsills			X	
25. Clean all windows		X		
26. Clean exterior of all windows				X
27. Carpet shampoo cleaning				X
General Offices				
1. Spot clean all walls, doors and door frames	X			
2. Wash all doors and door frames			X	
3. Dust ceiling vents and vertical and horizontal exposed piping			X	
4. Dust (high and low) all areas		X		
5. Clean and polish all bare metal			X	
6. Empty all trash cans (including but not limited to waste, recycling, shredder machines)	X			
7. Replace all soiled or torn trash can liners as needed	X			
8. Spot clean all trash cans		X		
9. Dust all furniture	X			
10. Clean and polish all wood furniture		X		
11. Vacuum and spot clean all cloth furniture			X	
12. Clean all interior glass doors	X			

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Description of Task	Daily	Weekly	Monthly	Semi-Annually
13. Vacuum and spot clean all carpets	X			
14. Dust all windowsills	X			
15. Wash all windowsills		X		
16. Clean all inside windows		X		
17. Damp wipe exterior of light panels			X	
18. Empty ashtrays and empty outdoor trash (if applicable)	X			
19. Clean interior of light panels				X
20. Carpet shampoo cleaning				X
Restrooms				
1. Spot clean all walls, doors and door frames	X			
2. Wash all doors and door frames		X		
3. Dust ceiling vents and vertical and horizontal exposed piping			X	
4. Dust (high and low) all areas		X		
5. Clean and polish all bare metal			X	
6. Empty all trash cans (includes feminine hygiene disposal units)	X			
7. Replace all soiled or torn trash can liners as needed	X			
8. Spot clean all trash cans	X			
9. Dust all windowsills		X		
10. Wash all windowsills		X		
11. Clean all inside windows		X		
12. Clean and sanitize urinals and commodes	X			
13. Clean and sanitize sinks and counter tops	X			
14. Wash and sanitize walls and baseboards			X	
15. Spot clean stall partitions	X			
16. Wash and sanitize stall partitions		X		
17. Clean mirrors	X			
18. Fill, clean and sanitize all dispensers	X			
19. Wet mop floors with disinfectant	X			
20. Machine scrub floors with disinfectant			X	
21. Strip and refinish all hard surface flooring				X
22. Damp wipe exterior of light panels			X	
23. Clean interior of light panels				X

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4.3. Berks County Fire Training Center

Description of Task	Per Visit	Monthly	Annual
Admin Building Upper Floor/Classrooms/Offices			
1. Clean and sanitize water fountains	X		
2. Spot clean all walls, windows, doors, and door frames	X		
3. Wash all doors and door frames		X	
4. Dust ceiling vents and vertical and horizontal exposed piping		X	
5. Dust (high and low) all areas	X		
6. Empty all trash cans	X		
7. Replace all soiled or torn trash can liners as needed	X		
8. Spot clean all trash cans	X		
9. Clean and disinfect phones	X		
10. Clean and polish bare metal	X		
11. Dust all furniture	X		
12. Clean and polish wood furniture		X	
13. Vacuum and spot clean cloth furniture		X	
14. Clean all glass doors	X		
15. Vacuum and spot clean all carpets	X		
16. Wet mop all hard surface flooring	X		
17. Spray buff all hard surface flooring		X	
18. Dust all windowsills	X		
19. Wash all windowsills	X		
20. Dust window blinds	X		
21. Clean windows	X		
22. Damp wipe light panels		X	
23. Clean interior light panels		X	
24. Broom clean porches/patios	X		
25. Empty ash trays	X		
26. Clean and sanitize shower stalls	X		
27. Strip and Refinish all hard floors			X
28. Shampoo Carpets			X
Admin Building Lower Level			
1. Clean and sanitize water fountains	X		
2. Spot clean all walls, windows, doors, and door frames	X		
3. Wash all doors and door frames		X	
4. Dust ceiling vents and vertical and horizontal exposed piping		X	
5. Dust (high and low) all areas	X		
6. Empty all trash cans	X		
7. Replace all soiled or torn trash can liners as needed	X		
8. Spot clean all trash cans	X		
9. Clean and disinfect phones	X		
10. Clean and polish bare metal	X		
11. Dust all furniture	X		
12. Clean and polish wood furniture	X		

SECTION TWO TECHNICAL SPECIFICATIONS

Description of Task	Per Visit	Monthly	Annual
13. Clean all glass doors	X		
14. Vacuum and spot clean all carpets	X		
15. Wet mop all hard surface flooring	X		
16. Spray buff all hard surface flooring		X	
17. Damp wipe light panels		X	
18. Clean interior light panels		X	
19. Broom clean porches/patios	X		
20. Empty ash trays	X		
21. Wet/Dry Mop Gear room and SCBA room		X	
22. Strip and Refinish all hard floors			X
23. Clean Bathroom and Office in Hazmat Garage	X		
Kitchen/Cafeteria			
1. Clean and sanitize all hard surfaces (countertop, tables, stovetop)	X		
2. Spot clean all walls, doors, and door frames	X		
3. Wash all doors and door frames		X	
4. Dust ceiling vents and vertical and horizontal exposed piping	X		
5. Dust (high and low) all areas	X		
6. Empty all trash cans	X		
7. Replace all soiled or torn trash can liners as needed	X		
8. Spot clean all trash cans	X		
9. Clean inside and outside of microwave	X		
10. Damp wipe exterior of refrigerator	X		
11. Strip and Refinish hard floor			X
All Restrooms			
1. Spot clean all walls, partitions, doors, and door frames	X		
2. Wash all walls, partitions, doors, and door frames	X		
3. Dust ceiling vents and vertical and horizontal exposed piping	X		
4. Dust all areas	X		
5. Clean and polish all bare metal		X	
6. Empty all trash cans (including feminine hygiene disposal units)	X		
7. Replace all soiled or torn trash can liners as needed	X		
8. Spot clean all trash cans	X		
9. Clean and sanitize urinals and commodes	X		
10. Clean and sanitize sinks and countertops	X		
11. Clean mirrors	X		
12. Sanitize all partitions		X	
13. Fill, clean, and sanitize all dispensers	X		
14. Wet mop floors with disinfectant	X		
15. Machine scrub floors with disinfectant		X	
16. Damp wipe lights		X	
17. Clean interior of lights		X	
18. Strip and Refinish hard floors			X

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5. Cleaning Standards

The following standards shall be used by the County in evaluating janitorial services. The Vendor must maintain a staffing level sufficient to accomplish these basic, minimum standards. At any time during this contract, should the vendor have a new employee for one of the facilities, it will be the sole responsibility of the vendor to explain the layout of the building and the scope of work required. Should the County determine that the service has not been done or the service has not been done according to the established cleaning standards, an email will be submitted to the Vendor for resolution. A copy of all emails will be kept on file in the end-user Department. Should there be continued infractions and no improvement of services, the County will meet with the vendor and fill out an Action Report (Attachment L) which identifies Areas of Concern, an Action Plan resulting in a follow up to discuss the results.

- 5.1. **Waste, Recycling, and Shredder Receptacles:** All waste receptacles located in corridors, offices and other areas where specifically noted shall be emptied; trash removed from building and deposited in collection facilities; and recyclables removed to proper location. Liners shall be replaced as specified in paragraph 4.1, 4.2 & 4.3 above. The receptacles shall be spot cleaned and washed as needed.
- 5.2. **Interior/Exterior Entrance Glass:** Interior/Exterior entrance glass (door glass and any adjacent glass) shall be cleaned on both sides with an appropriate glass cleaning method. Glass is clean when all glass surfaces are without streaks, film deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials must be used to avoid damage and scratching on all surfaces.
- 5.3. **Restrooms and employee wash areas:** This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, doors, and stall partitions as required, and filling all dispensers (towels, toilet tissue, hand soap and air fresheners where needed) and emptying sanitary napkins disposal containers as needed. Disinfectant shall be used on plumbing fixtures, such as, but not limited to, commodes and urinals. All stains, graffiti or spots shall be removed from stall partitions, using a damp cloth with detergent. Mirrors shall be cleaned as stated in paragraph 5.2, Interior/Exterior to Entrance Glass, above. Deodorizers should be replaced as needed. Floors shall be dry-swept, and damp mopped using a germicide and fresh water.
- 5.4. **Doors, Door Trim, Furniture and Stall Partitions:** After cleaning, the surface of these items shall have a uniformly clean appearance, free from dirt, stains, streaks and cleaning marks or residue.
- 5.5. **Sweeping:** All hard surface floors, stairways, landings, and stoops shall be swept or mopped without damage or disfigurement of floor, furniture, doors or base trim. Oil treated mops or sweeping compounds shall not be used. Dust, dirt and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.
- 5.6. **Vacuumping:** Carpeting and furniture shall be vacuumed with attention to baseboards and corners, and the dirt, dust and debris removed to receptacles. Spots shall be removed from rugs and carpets as they occur.
- 5.7. **Mat Cleaning:** Remove mats at entrances and remove all dirt and dust deposits underneath. Clean/vacuum mats removing any debris or stains and replace in proper location.

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- 5.8. **Break Rooms/Kitchenette:** In addition to normal cleaning duties as specified elsewhere, the tabletops and countertops shall be damp cleaned and sanitized utilizing a new cloth not used in other areas, outside of refrigerator wiped down with a damp cloth, and sink area wiped down with disinfectant.
- 5.9. **Damp Mopping Floors:** Damp mop all hard surface floors, including stairs and landings using a commercial quality mop, fresh water and detergent, using as small amount of water as possible. Follow with clean freshwater rinse and pick up again using as small amount of water as possible. Where floor drain exists, water shall be added periodically to prevent traps from becoming dry.
- 5.10. **Kitchenette Sinks & Drinking Fountains:** All items shall be cleaned using disinfectant. Cabinets and water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.
- 5.11. **Dusting:** A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.
- 5.12. **Cleaning & Polishing Furniture:** Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. When clean and polished, all surfaces shall be of uniform appearance, free of deposits, streaks, or film. All spillages shall be wiped clean with a damp cloth. Upholstered furniture shall be spot cleaned for stains with a product intended for that purpose and safe for the particular material. The cleaning process should leave the upholstery dry to the touch by the opening of the office the following day.
- 5.13. **Telephone:** Telephones shall be dusted, cleaned and sanitized.
- 5.14. **Spot Cleaning:** A surface adequately cleaned is free of all stains, deposits and is substantially free of cleaning marks and residue.
- 5.15. **Chair Mat Cleaning:** Mats shall be free of all dirt, dust, grit, lint and debris as shall the floor under the mat.
- 5.16. **Metal Cleaning:** When cleaned, all surfaces shall be without deposits or tarnish, and with a uniformly bright appearance. Cleaner residue shall be removed from adjacent surfaces.
- 5.17. **High-Level Dusting:** All high-level ceilings, vertical and horizontal exposed piping, and vents shall be dusted with cloth or yarn duster. When cleaned, surfaces shall be free of all dust, lint, and cobwebs.
- 5.18. **Wall and Baseboard Cleaning:** After cleaning, the surface of all walls and baseboards shall have a uniformly clean appearance, free from dust, stains, streaks and cleaning marks.
- 5.19. **Light Fixtures:** After cleaning, all components, including bulbs, tubes, globes and lenses shall be without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
- 5.20. **Machine Scrubbing Hard Surface Floors:** Machine scrubbing is satisfactorily performed when hard surface floors are without embedded dirt, film, debris, stains, marks and standing

SECTION TWO TECHNICAL SPECIFICATIONS

water in all areas and the floor has a uniformly clean appearance. A plain water rinse must immediately follow the scrubbing process.

5.21. Floor Stripping and Waxing/Refinishing: Remove or strip all finish down to flooring material, using a compound specifically intended for this purpose, with clean pad or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge. Apply a minimal two (2) coats of quality brand floor wax/finish product compatible with the floor on which applied and in accordance with manufacturer's application recommendations.

5.22. Removal and replacement of furnishings: Includes the care and control of all furnishings, and is the responsibility of the successful bidder. The successful bidder(s) acknowledge that they assume liabilities for damages.

5.23. Carpet Shampoo

5.23.1. Carpets shall be cleaned using truck mounted or portable hot water extraction cleaning system.

5.23.2. Spot cleaning shall be provided where necessary.

5.23.3. Vendor shall provide Teflon protection and odor deodorizer.

5.23.4. The vendor shall guarantee against reappearance of spots or stains for at least a sixty (60) day period.

5.23.5. All non-permanent furnishings shall be moved and replaced as required to clean carpet under furnishings. (This does not include file cabinets, bookcases or dividers)

5.23.6. Care shall be exercised to prevent stain due to transfer of rust or varnish from furniture once it is relocated.

5.23.7. All areas that cannot be cleaned by machine such as edges and corners shall be cleaned by hand.

5.23.8. The vendor shall not leave streaking, excess residue or cause discoloring to the carpeting as a result of the cleaning.

5.24. Supervisor Duties

3.24.1. Coordinate work schedule.

3.24.2. Meet with County representatives as listed in Section Two, paragraph 2.2 upon request to ensure services are being performed to specifications. If deemed necessary, an Action Plan (Attachment L) shall be completed by the vendor and the County representative to ensure a plan is in place to address all identified problems. Action plans will be re-visited within three weeks to ensure all goals have been met.

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6. Emergency Services/Conditions

- 6.1. The successful vendor shall provide emergency janitorial services at District Judge Offices, Berks County Workforce Development Board, Berks County Fire Training Center and Polling locations on an as needed basis. The County estimates that it will need emergency services approximately six times per year. Emergency services may include but not be limited to excrement and body fluid cleanup, removal and disposal. Requests for emergency services will occur Monday through Friday between the hours of 9:00 a.m. and 9:00 p.m. Requests will be made by telephone, and the Vendor **must** report to the site and commence working on the problem within one (1) hour of the telephone communication. No additional charges shall be made unless the labor required exceeds eight (8) hours in a calendar year. Vendor shall note on the bid form the hourly rate per employee, should emergency service exceed eight (8) hours in (1) one calendar year.
- 6.2. Emergency conditions or maintenance issues such as leaky faucet or toilet, flicking lights, etc which indicate plumbing, electrical, mechanical, or other problems shall be noted by the vendor on the Service Completion Report (Attachment M).

7. Normal Operating Hours

- 7.1. Except for unforeseen weather conditions County shall provide vendor 24-hour notice if facility will not be available for cleaning on a specific day. Failure to do so will constitute a completed visit and shall be invoiced accordingly.
- 7.2. **The vendor must coordinate with the District Judge Offices, Berks County Workforce Development Board and Berks County Fire Training Center to mutually agree upon a schedule. An alternate day and time must also be on record as if the vendor or site has unforeseen circumstances that do not allow them to clean on the scheduled day, they must provide the cleaning services for that week on the alternate day.**
- 7.3. Cleaning operations for holidays that fall on normal business days shall be performed on the next business day. These holidays include: New Year's Day, Martin Luther King, Jr. day, President's day, Memorial day, Good Friday, Juneteenth Independence Day, July 4th, Labor day, Columbus day, general election day when County offices are closed, Veteran's day, Thanksgiving day, the day after Thanksgiving and Christmas day unless otherwise amended by resolution of the Board of Commissioners.

8. Supplies/Equipment

- 8.1. The successful Vendor shall provide all cleaning products and equipment necessary for the performance of the work.
- 8.2. The successful Vendor shall provide the trash can liners, paper towels, toilet paper, hand cleaning soap and deodorizers, which shall be equal to or superior in quality to those currently used in the offices, unless otherwise specified in this document.
- 8.3. Services must be continued without interruption upon contract expiration. At the end of the contract vendor may remove excess equipment and supplies, however the vendor must leave enough of the supplies (soap, toilet tissue, paper towels, trash liners etc.) at each location for a week's supply.

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8.4. Successful Vendor shall utilize different clothing cloths for bathrooms, kitchenette, office space, glassware and so on.

9. Security/Building access

9.1. Only bonded and authorized employees of the Vendor are allowed in the County buildings while the services are being performed. No children, friends, family members, pets or acquaintances not employed by the Vendor and assigned to the work site shall be allowed to accompany Vendor's employees to the work site.

9.2. All building entry and office keys provided to the vendor will be maintained and accounted for by the firm. In the event of their loss or theft, the Vendor shall notify the County representative immediately. In the event of such loss or theft, the County reserves the right, at its sole discretion, to immediately replace the entire existing lock system and re-keying the entire affected building, at the Vendor's sole expense. **No keys** shall be duplicated.

9.3. Cleaning personnel shall not leave entrance doors unlocked or open while cleaning, unless instructed to do so by an authorized County representative. Cleaning personnel shall never leave offices unlocked or alarm systems deactivated when leaving the building after service is completed.

9.4. In the event the Vendor sets off the alarm system and fees are incurred it will be the Vendor's responsibility to pay such fees.

9.5. Alcoholic beverages, all illegal drugs and tobacco products are prohibited at the work sites.

10. Criminal Background checks

The successful vendor shall provide to the County the name, social security number, date of birth, and address of all personnel that will be assigned to work in the **District Judge Offices** so criminal background checks can be conducted. Each Vendor employee must pass the background check and be cleared by the County before performing any work under the contract resulting from this ITB. This requirement applies to all new employees as well.

11. General Requirements

11.1. Employees shall wear clean and tidy work clothes, which identify themselves as an employee of the Vendor, or a badge that makes this identification visible. All employees assigned by the Vendor shall be fully capable, experienced, and trained in the work they are employed to perform.

11.2. Vendor's employees **ARE NOT** to disturb papers on desks, open desk or file drawers, disturb or attempt to use office telephones or other office equipment for their private use.

11.3. All lights shall be turned off when not in use. Only specific areas being worked in shall be illuminated.

11.4. The Vendor **must** maintain a level of staff sufficient to meet the level of standards and services set forth in this ITB. This should include training additional personnel to be used in the event of absenteeism.

SECTION TWO TECHNICAL SPECIFICATIONS

11.5. The Vendor’s employees shall complete a Service Completion Report for each site visit (refer to Attachment M herein) to be left on the specified desk or handed to the specified County employee. The successful vendor’s employee shall initial each individual task completed in its specified box, date of service, time in and time out to ensure proper services have been rendered. When the County employee reviews the Service Completion Report and notices a weekly/daily task was not completed the vendor shall make arrangements to go back to rectify the issue within 48 hours. All forms must be accounted for in order for vendor to receive payment with no delays.

12. Locations

Berks County Workforce Development Board 1920 Kutztown Rd, Suite G Reading, PA 19604	Hon. Carissa L. Johnson, M.D.J. 1150 Muhlenberg Street Reading, PA 19602
Hon. David L. Yoch, M.D.J. 400 East Wyomissing Ave, Ground Floor, Suite 1 Mohnton, PA 19540	Hon. Steven M. Chieffo, M.D.J. 590 Oley Road Oley, PA 19547
Hon. Eric J. Taylor, M.D.J. 401 Walnut Street West Reading, PA 19611	Hon. Dean R. Patton, M.D.J. 3200 Reading Crest Avenue Reading PA 19605
Hon. Brian K. Strand, M.D.J. 2739 Bernville Road Leesport, PA 19533	Hon. Ann L. Young, M.D.J. 600 East Penn Avenue, Suite 5 Wernersville, PA 19565
Hon. Gail M. Greth, M.D.J. 110 West Arch Street, Suite 118 Fleetwood, PA 19522	Hon. Kim L. Bagenstose, M.D.J. 61 N. Third Street, 2nd Floor Hamburg, PA 19526
Hon. F. Richard Drumheller M.D.J. 100 Schaeffer Street, Suite 2 Boyertown, PA 19512	Hon. Andrea J. Book, M.D.J. 7191 Bernville Road Bernville, PA. 19506
Hon. Priscilla Campos, M.D.J. 441 Morgantown Road Reading, PA 19611	Hon. Michael D Kaufman, M.D.J. 321 North Furnace Street, Suite 180 Birdsboro, PA 19508
Sandra L. Fegley, MDJ. 6112 Perkiomen Avenue Birdsboro, PA 19508	Hon. Tonya A. Butler, M.D.J. 2312 Fairmont Avenue, Suite 500 Reading, PA 19605
Berks County Fire Training Center 895 Morgantown Road Reading, PA 19607	INTENTIONALLY LEFT BLANK

13. Removing and/or adding Locations

- 13.1. The vendor shall provide goods and services as required herein up until the expiration of lease. Upon mutual agreement of both parties (County and Vendor) may agree to continue providing such goods services at the same rate for the new facility.
- 13.2. The County of Berks reserves the right to request a quote for the new location(s), per square foot and/or hourly rate.

SECTION TWO TECHNICAL SPECIFICATIONS

13.2.1. Vendor is required to enter their fees on Attachment A, Bid Form lines 19 and 20. The total fee for the new location shall be calculated based on line 19 or 20 whichever is greater for bonding purposes.

13.3. During the course of the agreement an MDC or Department may move to a new physical location Vendor shall be required to continue to provide goods and services for the full term of the agreement for the newly located MDC and/or Department.

14. Human Relations Act

The successful Bidder shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*, which prohibit discrimination because of race, color, religious, creed, ancestry, age, sex, national origin, or no-job related handicap or disability or the use of a guide or support animal because of blindness, deafness physical handicap, by employers, employment agencies, labor organizations, contractors and others.

15. Pennsylvania Prevailing Wage Act

Not Applicable

16. Steel Products Procurement Act

Not Applicable

--- END OF SPECIFICATIONS ----

**ATTACHMENT A
BID FORM**

ITB #24-10-JRNC-Janitorial Services

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 _____, 20____.
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):

- Piggyback Form – ITB Attachment B
- Non-collusion Affidavit – ITB Attachment C
- Reference Form – ITB Attachment D
- Bid Security – ITB Attachment E or other allowable tender
- Consent of Surety (ITB Attachment F) or Statement of Intent
- Sample Certificate of Insurance
- Worker Protection and Investment Certification Form BOP 2201 – Attachment K

Delivery Schedule

Mode of transport (check all that apply):

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

Payment

Will you accept a Credit Card to pay the invoice(s) for this Agreement? Yes _____ No _____

Will you offer a discount for using a Credit Card? Yes _____ No _____

If yes, what discount will you offer? _____%

Business Capability

List all cleaning equipment and vehicles owned by bidder (attach additional sheet if needed):

Indicate the number and longevity of all employees on current payroll (attach additional sheet if needed):

Employee Name	Years Employed		Employee Name	Years Employed

Provide the name and years of experience of the person(s) who would provide on-site supervision:

Employee Name	Years Experience		County Locations to be Supervised
	Cleaning	Supervision	

ATTACHMENT A BID FORM

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 bid herein shall remain valid throughout the entire term of the Agreement. The estimated quantity is provided for purposes of comparing Bids. It is no guarantee for the procurement of any certain quantity or quantities of Goods and Services. The County reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County through a Purchase Order at these Bid prices throughout the entire term of the Agreement.

Attachment M service completion report must be submitted at the time of invoicing for each site visit. Refer to Section Two Technical Specifications, Paragraph 11.5 herein.

Bidders are not required to submit a bid for all locations. Bidders may submit a bid for one, several or all locations. Locations for which a bid is not being submitted, Bidder shall indicate "No Bid" in the Annual Cost column.

(A) Line	(B) Location for Janitorial Services	(C) Frequency/ quantity Per year	(D) Weekly Fee*	(E) Annual Cost (C x D)	(F) Total for Base Term (Three- Years) (E x 3)
1	Hon. David L. Yoch, Magisterial District 23-2-04	52	\$	\$	\$
2	Hon. Eric J. Taylor, Magisterial District 23-2-02	52	\$	\$	\$
3	Hon. Brian K. Strand, Magisterial District 23-3-05	52	\$	\$	\$
4	Hon. Gail M. Greth, Magisterial District 23-3-04	52	\$	\$	\$
5	Hon. F. Richard Drumheller, Magisterial District 23-3-02	52	\$	\$	\$
6	Hon. Priscilla Campos, Magisterial District 23-2-01	52	\$	\$	\$
7	Hon. Sandra L. Fegley, MDJ, Magisterial District 23-2-03	52	\$	\$	\$
8	Hon. Carissa L. Johnson, Magisterial District 23-1-02	52	\$	\$	\$
9	Hon. Steven M. Chieffo, Magisterial District 23-3-03	52	\$	\$	\$
10	Hon. Dean R. Patton, Magisterial District 23-1-06	52	\$	\$	\$
11	Hon. Kim L. Bagenstose, Magisterial District 23-3-06	52	\$	\$	\$

**ATTACHMENT A
 BID FORM**

(A) Line	(B) Location for Janitorial Services	C) Frequency/ quantity Per year	(D) Weekly Fee*	(E) Annual Cost (C x D)	(F) Total for Base Term (Three- Years) (E x 3)
12	Hon. Andrea J. Book, Magisterial District 23-3-07	52	\$	\$	\$
13	Hon. Michael D. Kaufman, Magisterial District 23-3-01	52	\$	\$	\$
14	Hon. Tonya A. Butler, Magisterial District 23-3-09	52	\$	\$	\$
15	Hon. Ann L. Young, Magisterial District 23-1-01	52	\$	\$	\$
16	Berks County Workforce Development Board (Daily cleaning)	260	\$	\$	\$
17	Berks County Fire Training Center (Twice a week cleaning)	104	\$	\$	\$
18	Hourly rate per employee for emergency clean up services that may exceed (12) twelve hours per year – multiply hourly fee by 12	12	\$	\$	\$
19	New Location per square foot rate, for instances of address changing and new locations.	6600	\$ /sq ft	\$ /sq ft	\$
20	New Location per Hourly rate for crew, for instances of address changing and new locations	4	\$ /hour	\$ /hour	\$
	Janitorial Services Subtotal (Add lines 1-20)				\$
(A) Line	(B) Location for Carpet Cleaning	C) Frequency/ quantity Per year	(D) Fee per Location for Carpet Cleaning	(E) Total for Base Term (Three- Years) (D x 3)	
21	Hon. David L. Yoch, Magisterial District 23-2-04	1		\$	\$
22	Hon. Eric J Taylor, Magisterial District 23-2-02	1		\$	\$
23	Hon. Thomas M. Gauby, Sr., Magisterial District 23-3-05	1		\$	\$
24	Hon. Gail M. Greth, Magisterial District 23-3-04	1		\$	\$

**ATTACHMENT A
BID FORM**

(A) Line	(B) Location for Carpet Cleaning	C) Frequency/ quantity Per year		(D) Fee per Location for Carpet Cleaning	(E) Total for Base Term (Three- Years) (D x 3)
25	Hon. F. Richard Drumheller, Magisterial District 23-3-02	1		\$	\$
26	Hon. Priscilla Campos, Magisterial District 23-2-01	1		\$	\$
27	Hon. Sandra L. Fegley, MDJ, Magisterial District 23-2-03	1		\$	\$
28	Hon. Carissa L. Johnson, Magisterial District 23-1-02	1		\$	\$
29	Hon. Steven M. Chieffo, Magisterial District 23-3-03	1		\$	\$
30	Hon. Dean R. Patton, Magisterial District 23-1-06	1		\$	\$
31	Hon. Kim L. Bagenstose, Magisterial District 23-3-06	1		\$	\$
32	Hon. Andrea J. Book, Magisterial District 23-3-07	1		\$	\$
33	Hon. Michael D. Kaufman, Magisterial District 23-3-01	1		\$	\$
34	Hon. Tonya A. Butler, Magisterial District 23-3-09	1		\$	\$
35	Hon. Ann L. Young, Magisterial District 23-1-01	1		\$	\$
36	Berks County Workforce Development Board	1		\$	\$
37	Berks County Fire Training Center	1		\$	\$
38	Per square foot rate, for instances of address changing and new locations (Carpet Cleaning)	6600		\$ /sq ft	\$
Carpet Cleaning Subtotal (Add 21-38)					\$
(A) Line	(B) Location for Strip and Refinish Floors	C) Frequency/ quantity Per year		(D) Fee per Location for Carpet Cleaning	(E) Total for Base Term (Three- Years) (D x 3)
39	Berks County Fire Training Center	1		\$	\$

ATTACHMENT A BID FORM

40	Per square foot rate, for instances of address changing and new locations(strip and refinish floors)	6600		\$ /sq ft	\$
Floor Stripping and Refinish Floors Subtotal (Add 39-40)					\$
Total Bid Price FOB Destination (Sum: Lines 1 through 40)					\$

***The weekly fee** shall be inclusive of all required daily, weekly, monthly, semi-monthly and annual tasks by location. As some months of the year have five weeks versus the average four weeks, the County is aware that the monthly invoice amount for five-week months will reflect a cost of the weekly fee times five.

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 #23-10-JRNC 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.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

WITNESS'S SIGNATURE (**see note below)

WITNESS'S NAME (printed)

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.

ATTACHMENT B PIGGYBACK FORM

During the term of the Agreement resulting from Invitation to Bid # 24-10-JRNC- Janitorial Services, the County of Berks would like to afford the same prices, terms and conditions to any current or future members of the Berks County Cooperative Purchasing Council (BCCPC); the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB); and any political subdivision of the Commonwealth of Pennsylvania even though their requirements are not included in the quantities listed on the Bid. The BCCPC consists of municipalities (townships, boroughs, etc.) located within Berks County. The SPCCPB consists of the Counties of Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, and Northampton.

Bidders must check one of the following options under each category below. A non-affirmative response will in no way have a negative impact on the County's evaluation of the Bid.

BCCPC

_____ I *will* offer the quoted prices to all authorized members of the BCCPC during the term of the County's Agreement.

_____ I *will not* offer quoted prices to all authorized members of the BCCPC.

SPCCPB

_____ I *will* offer the quoted prices to all authorized members of the SPCCPB during the term of the County's Agreement.

_____ I *will not* offer quoted prices to all authorized members of the SPCCPB.

PA Political Subdivisions

_____ I *will* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

_____ I *will not* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

Company Name: _____

Authorized Signature: _____

Name (printed): _____

Title: _____

Date: _____

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

NON-COLLUSION AFFIDAVIT

State of _____:

:s.s.

County of _____:

Re: ITB #24-10-JRNC

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor amount of this Bid and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder and they will not be disclosed before Bid Opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this Agreement or to submit a Bid lower than this Bid or to submit any intentionally low or non-competitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other non-competitive Bid.
- (5) _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on by the County of Berks in awarding the Agreement for which this Bid is submitted. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Berks of the true facts relating to the submission of Bids for this Agreement.

Signature: _____

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT D REFERENCE FORM

Bidder: _____

Each Bidder must submit at least three references to whom the Bidder has provided Janitorial Services within the preceding 24 months, and for whom Bidder has provided a similar volume of Goods and Services to that being requested by the County in this ITB. References must be provided even if Bidder is a current vendor of the County.

1. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

2. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

3. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

ATTACHMENT E
BID BOND

KNOW ALL MEN, that we _____

as Principal (hereinafter "Principal"), and _____

(a _____ corporation authorized to transact business in Pennsylvania, and having its principal office at _____) as Surety, are held and firmly bound unto the County of Berks, 633 Court Street, 13th Floor, Reading, Pennsylvania, 19601, as Obligee, in the sum equal to ten percent (10%) of the Total Bid Price indicated on the Principal's Bid, for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligee a Bid to provide the Goods and Services identified as _____, and it is a condition of the Obligee's receipt and consideration of said Bid that the Bid be accompanied by Bid security to be held by the Obligee on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept the Principal's Bid nor award of an Agreement to him or (b) said Principal shall upon Obligee's acceptance of his Bid and award of an Agreement to him, enter into such Agreement in writing and furnish such bond or bonds as may be specified in the Instructions to Bidder with a surety acceptable to Obligee, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, a Bid default shall have occurred and the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid(s) and any higher amount for which the Obligee may contract for the required work (either the next lowest responsible Bidder at that same Bidding or with the lowest responsible Bidder on any re-bidding) plus any advertising, engineers' legal and other expenses incurred by the Obligee by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Obligee of (1) the Obligee's signed statement certifying that Principal has failed to enter into an Agreement in writing within such time as may be specified in Obligee's Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Obligee's Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Obligee's request for payment. Such notification letter shall advise Principal of the Obligee's intent to and reason for drawing on the Bid Bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving Bids or by any extensions by the Principal of

**ATTACHMENT E
BID BOND**

the period during which his Bid shall remain irrevocable and subject to acceptance by the Obligee; and the Surety hereby waives notice of any such postponement or extension.

THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY BID DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID BID DEFAULT.

Signed, sealed and dated _____, 20____

Principal

(insert Principal's name)

By: _____

Witness: _____

Title: _____

Surety

(insert Surety's name)

By: _____

Witness: _____

Title: _____

**ATTACHMENT F
CONSENT (OR AGREEMENT) OF SURETY**

ITB #24-10-JRNC

The undersigned _____ (name of Surety Co.), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with:

the County of Berks

that if the Bid of _____ (name of Bidder) for:

Janitorial Services

be accepted and an Agreement for said Goods and Services be awarded to the said _____ (name of Bidder), it will, upon its being so awarded, become surety for the said _____ (name of Bidder) on such surety bonds as are called for in the Invitation to Bid.

Signed, sealed and dated _____, 20____

(Name of Surety Co.)

By: _____
Attorney-in-fact

**ATTACHMENT G
NO BID REPLY FORM**

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid #24-10-JRNC, **but does not wish to submit a Bid**, state their reason(s) below and email this form to the County's Point-of-Contact for this ITB at jarhoads@berkspa.gov, or mail to the County of Berks, Attn: Director Contracts and Procurement, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1.	We do not wish to participate in the Bid process.
_____ 2.	We do not wish to Bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____ 3.	We do not feel we can be competitive.
_____ 4.	We cannot submit a Bid because of the marketing or franchising policies of our company.
_____ 5.	We do not wish to sell to the County of Berks. Our objections are: _____ _____ _____
_____ 6.	We do not provide the items/services for which Bids are requested.
_____ 7.	Other: _____ _____ _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME (printed): _____

TITLE: _____

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [] (hereinafter “Vendor”).

Background

The County desires to engage the Vendor for the delivery of Janitorial Services in accordance with the requirements set forth in the County’s Invitation to Bid # 24-10-JRNC [inclusive of all Amendment] (“ITB”), and Vendor’s Bid thereto dated Month Day, Year, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in the ITB.

2. Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to provide the Goods and Services set forth in the ITB on behalf of the County consistent with the terms of this Agreement and as further set forth in subsequently issued Purchase Orders.

3. Term of Agreement

- 3.1 This Agreement shall be effective April 23, 2024 through April 22, 2027 unless terminated or extended in accordance with the terms and conditions of this Agreement.
- 3.2 With the consent of the Vendor, the County reserves the option to renew the Agreement for two (2) additional one-year terms at the Bid prices or the redetermination price based on the Producer Price Index (PPI) as detailed in Section One, Technical Specifications, Clause 4.3. Prior to the end of each one-year term, the County will notify the Vendor in writing if County would like to renew the Agreement. Upon receipt of the Vendor’s written acceptance to renew the Agreement, the Agreement shall then renew for an additional one (1) year from the prior expiration date. Such acceptance shall be automatically incorporated in the Agreement Documents.
- 3.3 The County reserves the right to extend the term of the Agreement period for up to three (3) months to prevent a lapse of coverage and only for the time necessary to issue and award a new Invitation to Bid.

4. Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Goods and Services is as per Section Two, Paragraph 7. If the completion of Goods and Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Goods and

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Goods and Services.

5. Supply and Inspection of Goods and Services

5.1 This Agreement is for an indefinite quantity of Goods and Services. The County reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County through a Purchase Order at the Bid prices incorporated in this Agreement throughout the entire term of the Agreement. The Vendor shall supply Goods and Services to the County meeting the quality set forth in the ITB in quantities set forth in each Purchase Order issued by the County for the procurement of Goods and Services.

5.2 Goods and Services received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Goods and Services that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods and Services from the premises without expense to the County. Rejected Goods and Services not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods and Services as its own property and shall retain that portion of the proceeds of any sale which represents the County's costs and expenses in regard to the storage and sale of the Goods and Services. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods and Services with others conforming to the specifications and which are not defective. If the Vendor fails, neglects or refuses to do so, the County shall then have the right to purchase in the open market a corresponding quantity of such Goods and Services and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

6. Compensation

The Vendor shall be paid the unit prices for Goods and Services supplied to the County in accordance with the prices set forth in the Bid, as follows:

- **(Table shall be inserted here with unit prices)**

7. Notices

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

	<i>County: Berks</i>	<i>Vendor:</i>
Attention	Tammy Baus	
Address	633 Court Street 1st Floor, Courthouse Reading, PA 19601	
Telephone	610-478-6456 ext. 3520	
Fax	610-478-6608	
Email	tbaus@berkspa.ord	
	<i>County: MDJ Office Locations</i>	
Attention	Hon. Ann L. Young 23-1-01	
Address	600 East Penn Avenue, Suite 5 Wernersville, PA 19565	
Attention	Hon. Carissa L. Johnson 23-1-02	
Address	1150 Muhlenberg Street Reading, PA 19602	
Attention	Hon. Dean R. Patton 23-1-06	
Address	3200 Reading Crest Ave Reading, PA 19605	
Attention	Hon. Priscilla Campos 23-2-01	
Address	441 Morgantown Road Reading, PA 19611	
Attention	Hon. Eric J. Taylor 23-2-02	
Address	401 Walnut Street West Reading, PA 19611	
Attention	Hon. Sandra L. Fegley 23-2-03	
Address	6112 Perkiomen Ave Perkiomen Ave Birdsboro, PA 19508	
Attention	Hon. David L. Yoch 23-2-04	
Address	400 East Wyomissing Ave Ground Floor, Suite 1 Mohnton, PA 19540	

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Attention	Hon. Michael D. Kaufman 23-3-01	
Address	321 North Furnace Street, Suite 180 Birdsboro, PA 19508	
Attention	Hon. F. Richard Drumheller 23-3-02	
	100 Schaeffer Street, Suite 2 Boyertown, PA 19512	
Attention	Hon. Steven M. Chieffo 23-3-03	
Address	590 Oley Road Oley, PA 19547	
Attention	Hon. Gail M. Greth 23-3-04	
Address	110 West Arch Street, Suite 118 Fleetwood, PA 19522	
Attention	Hon. Brian K. Strand 23-3-05	
Address	2739 Bernville Road Leesport, PA 19533	
Attention	Hon. Kim L. Bagenstose 23-3-06	
Address	61 N. Third Street, 2nd Floor Hamburg, PA 19526	
Attention	Hon. Andrea J. Book 23-3-07	
Address	7191 Bernville Road Bernville, PA. 19506	
Attention	Hon. Tonya A. Butler 23-3-09	
Address	2312 Fairmont Ave, Suite 500 Reading, PA 19605	
	<i>County: Berks County</i> <i>Workforce Development Board</i>	
Attention	Amber Columbo	
Address	1920 Kutztown Rd, Suite G Reading, PA 19604	
Telephone	610-898-5574	
Fax	610-898-7464	
Email	acolumbo@berkspa.org	

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	<i>County: Berks County Fire Training Center</i>	
Attention	John DeMarco	
Address	895 Morgantown Road Reading, PA 19607	
Telephone	610-236-8280	
Email	jdemarco@berkspa.org	

Written notices shall be copied to: County of Berks, Attn: Kelly A. Laubach, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7404.

8. Invoicing / Payment

- 8.1 **Invoices and packing lists must reference the above-noted Agreement number.** Original invoices for the Magisterial District Courts shall be submitted to: County of Berks, ATTN: Special Court Administration, 633 Court Street, 1st Floor Courthouse, Reading, PA 19601. Original invoices for Berks County Workforce Development Board shall be submitted by the 5th business day of the month following the reporting month to: Berks County Workforce Development Board, ATTN: Fiscal Officer, 1920 Kutztown Road, Suite G, Reading, PA 19604. Original invoices for Berks County Fire Training Center, ATTN: Fiscal Officer, Berks County Department of Emergency Services, 2561 Bernville Road, Reading, PA 19605.
- 8.2 Vendor shall submit invoices by the 5th business day on the month following the month being reported for Services supplied under this Agreement. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice of all Goods and Services supplied. The County shall render payment within thirty (30) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after thirty (30) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

9. Insurance

- 9.1 The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:
- 9.1.1 Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 9.1.2 Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
- 9.1.3 Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and

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- 9.1.4 Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- 9.2 Prior to commencement of performance of this Agreement, Bidder shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 04 13 and CG 20 37 04 13 or their equivalent. Bidder's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause.** The County of Berks reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Manager or Sr. Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of 1X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Bidder, whichever shall occur later.

10. Precedence

Where a conflict exists between these General Conditions and the ITB as to Goods and Services, the Vendor shall provide the higher quality or quantity of Goods and Services, otherwise the terms of these General Conditions shall prevail as to any conflict among the Agreement Documents. In the event any term of a Purchase Order conflicts with any other term within the Agreement Documents, such other term in the Agreement Documents shall prevail.

11. Availability of Appropriated Funds

The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

12. Taxes

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 23-6003049. Net prices shown in the Bid as incorporated in these General Conditions shall exclude such Federal and State taxes. This statement is not meant to exempt the Vendor from the payment of sales or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance herein.

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13. Ownership of Work Product

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

14. Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and Services and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of Goods and Services.

15. Records, Audit and Inspection

15.1 Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

15.2 Monitoring

Vendor shall make available to County during the term of this Agreement all pertinent financial, program, administrative and personnel records, reports, documents, and files related directly or indirectly to Vendor's activities under and in compliance with this Agreement.

16. Warranty

16.1 Goods and Services furnished as a result of this Agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services, after receiving notification from the County of defects or nonconformance.

16.2 Goods manufactured by a third party and supplied by Vendor shall carry all third-party warranties. All warranties shall survive any inspection, delivery, acceptance or payment.

AND/OR

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16.3 Services performed as a result of this Agreement, whether performed by Vendor or a third party, shall be performed in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform services, after receiving notification from the County of defects or nonconformance of services performed. All warranties shall survive inspection, delivery, acceptance and payment.

17. Indemnity

Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

18. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

19. Purchase Orders

The County will requisition the purchase of additional Goods and Services throughout the term of this Agreement through Purchase Orders. Each Purchase Order shall be automatically incorporated in this Agreement.

20. Termination for Convenience

The County reserves the right, at any time and for its convenience, to terminate this Agreement 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 termination date. Vendor shall be compensated for Goods and Services supplied in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Goods and Services, but in no event shall Vendor be entitled to recover lost or expected profit.

21. Termination for Cause

21.1 In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

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21.2 If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.

21.3 If the County terminates this Agreement for cause, in whole or in part, it may acquire, correct, or replace Goods and Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or make an equitable adjustment in the price. This paragraph shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.

22. Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

23. Release of Liens

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

24. Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

25. Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

26. Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for supply of Goods and Services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful supply of the Goods and Services.

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27. Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

- 27.1 comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
- 27.2 promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3 promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;
- 27.4 properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Vendor's right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Vendor shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area;
- 27.5 supply the applicable safety data sheets on all Goods and Services supplied to the County or used on County property;
- 27.6 use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the safety data sheet(s); and
- 27.7 keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

28. Equal Employment Opportunity

- 28.1 During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor

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agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

- 28.2 Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- 28.3 Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
- 28.4 It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 28.5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- 28.6 Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed, and remedies invoked.
- 28.7 Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 28.8 Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.
- 28.9 Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.
- 28.10 Promoting Equitable Delivery of Government Benefits and Equal Opportunity

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28.10.1 The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor's award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

28.10.2 The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

28.10.3 The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."

29. 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 the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.

30. Employees of Vendor

30.1 Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such

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actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.

30.2 Vendor shall advise its employees and the employees of its subcontractors and agents that:

30.2.1 It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while supplying Goods and Services or on County property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

30.2.2 Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

31. Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

32. Subcontractors

32.1 The Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement.

32.2 The Vendor may obtain the current list of suspended and debarred Vendors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

33. Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or

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unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

34. Reservation of Rights

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 a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

35. Regulations

This Agreement is subject to the provisions set forth in the following regulations: 28 Code of Federal Regulations Part 38, 45 Code of Federal Regulations Part 75 and 2 CFR 200 "Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards"; 45 Code of Federal Regulations Part 81 – Practice and Procedure for Hearings under Part 80 of this Title; and 45 Code of Federal Regulations Part 90 – Nondiscrimination of the Basis of Age.

- 35.1 In carrying out this Agreement, the Vendor and any subcontractors shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. (Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, the Pennsylvania Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended and the Water Obstructions Act, Act of June 25, 1913, P.L. 555, as amended.)
- 35.2 Services shall be provided in compliance with 25 Pa. Code 151 et seq., relating to Environmental Health and Safety regulations for food protection, and 34 Pa. Code 50.1 et seq., relating to Fire and Panic regulations.
- 35.3 The Vendor agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act, the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., and the Commonwealth Motor Vehicle Procurement Act. When applicable, the Vendor agrees to comply with the provisions of the National Historic Preservation Act, Executive Order 11593 and the Archaeological and Historic Preservation Act.
- 35.4 The Vendor agrees to fully comply with the Integrity Provisions set forth below and any changes or modification made thereto.
- 35.5 The Vendor agrees to comply with the provisions of the Older Americans Act, as amended Section 312 and 321(b), Protecting Federal Reversionary Interest in Multipurpose Senior Centers.
- 35.6 The Vendor agrees to comply with the provisions of the Drug-Free Workplace Act of 1998 in 41 U.S.C. Chapter 10, s. 701, et seq.
- 35.7 The Vendor agrees to comply with and is subject to all applicable provisions of 41 U.S.C. 4172, including prohibitions on reprisal and notice to employees.

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- 35.8 All claims against the County respecting any matter pertaining to this Agreement or any part thereof shall be referred to the Board of Claims (under the Act of May 20, 1937, P.L. 728, as amended).
- 35.9 The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”
- 35.10 Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg 51225. The County encourages vendor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
- 35.11 In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.
- 35.12 In accordance with 2 CFR Part 200, Section 200.318, Vendor attests to the following:
- 35.12.1 That no employee, officer, or agent of the Vendor that participates in the selection, award, or administration of this contract has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 35.12.2 The officers, employees, and agents of the Vendor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.
 - 35.12.3 The Vendor’s standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity/County.
- 35.13 In accordance with (2 CFR § 200.326), Appendix II, the Vendor shall comply to the applicable provisions as follows:
- 35.13.1 Equal Employment Opportunity
 - 35.13.1.1 In accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive

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Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

35.13.2 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

35.13.2.1 Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Vendor must report all suspected or reported violations to the County.

35.13.3 Copeland “Anti-Kickback” Act (40 U.S.C. 3145)

35.13.3.1 Copeland “Anti-Kickback Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report all suspected or reported violations to the County.

35.13.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

35.13.4.1 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) applicable for awarded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

35.13.5 Rights to Inventions Made Under a Contract or Agreement which shall be applicable for federal funding streams that meet the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding

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agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

35.13.6 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

35.13.6.1 Applicable for contracts and subgrants of amounts in excess of \$150,000. Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

35.13.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

35.13.7.1 Vendors with an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

35.13.8 Procurement of Recovered Materials - §200.322

35.13.8.1 Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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35.14 Architectural Barriers

35.14.1 The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

35.15 Intellectual Property Rights

35.15.1 The County and Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

35.15.2 Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

35.15.3 If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

35.15.4 The following language must be on all workforce products developed in whole or in part with grant fund:

35.15.4.1 "This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL) 's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

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35.16 Personally Identifiable Information

- 35.16.1 The Vendor must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII.

35.17 Telecommunications Prohibition

- 35.17.1 Vendor must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).
- 35.17.2 Vendor is prohibited from obligating or expending loan or grant funds to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 35.17.3 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 35.17.4 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

35.18 Veterans' Priority Provisions

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35.18.1 The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's TEGP No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

35.19 Whistleblower Protection

35.19.1 All employees working for Vendor working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

35.20 Executive Order 12928 - Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities.

35.20.1 Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

35.21 Executive Order 13043 - Increasing Seat Belt Use.

35.21.1 Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

35.22 Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency.

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35.22.1 As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

35.23 Public Law: The Build American, Buy America Act (BABAA)

35.23.1 The Build America, Buy America Act ("BABAA") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70914. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See OMB Memorandum M-22-11).

35.24 Salary and Bonus Limitations

35.24.1 Pursuant to P.L. 117-328, Division H, Title I, Section 105, Vendor shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 5-06 for further clarification.

35.25 National Prohibitions and Other Restrictions

35.25.1 Contracting with Corporations with Felony Criminal Convictions Prohibited.

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35.25.1.1 The Vendor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

35.25.2 Contracting with Corporations with Unpaid Tax Liabilities Prohibited

35.25.2.1 The Vendor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

35.25.3 Trafficking in Persons Prohibited

35.25.3.1 This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

35.25.3.1.1 Provisions applicable to a recipient that is a private entity:

35.25.3.1.1.1. The Vendor, the Vendor's employees, subrecipients under his award, and subrecipients' employees may not:

35.25.3.1.1.1.1. Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

35.25.3.1.1.1.2. Procure a commercial sex act during the period of time that the award is in effect; or

35.25.3.1.1.1.3. Use forced labor in the performance of the award or subawards under the award.

35.25.3.1.1.2. DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the Vendor or a subrecipient that is a private entity.

35.25.3.1.1.2.1 Is determined to have violated a prohibition in Clause 35.25.3.1.1.1 of this award term; or

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35.25.3.1.1.2.2 Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in Clause 35.25.3.1.1.1 of this award term through conduct that is either:

35.25.3.1.1.2.2.1 Associated with performance under this award; or

35.25.3.1.1.2.2.2 Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

35.25.3.1.2 Provision applicable to a Vendor other than a private entity. DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the Vendor that is a private entity:

35.25.3.1.2.1 Is determined to have violated an applicable prohibition in Clause 35.25.3.1.1.1 of this grant award term; or

35.25.3.1.2.2 Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in Clause 35.25.3.1.1.1 of this grant award term through conduct that is either:

35.25.3.1.2.2.1 Associated with performance under this award; or

35.25.3.1.2.2.2 Imputed to the Vendor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as

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implemented by our agency at 29
CFR Part 98.

35.25.3.1.3 Provisions applicable to any Vendor

35.25.3.1.3.1 The Vendor must inform DOL immediately of any information the Vendor receives from any source alleging a violation of a prohibition in Clause 35.25.3.1.1.1 of this grant award term.

35.25.3.1.3.2 DOL's right to terminate unilaterally that is described in Clauses 35.25.3.1.1.2 or 35.25.3.1.2 of this section:

35.25.3.1.3.2.1 Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

35.25.3.1.3.2.2 Is in addition to all other remedies for noncompliance that are available to DOL under this grant award.

35.25.3.1.3.3 The Vendor must include the requirements of Clause 35.25.3.1.1.1 of this award term in any subaward the award recipient make to a private entity.

35.25.3.1.4 Definitions. For purposes of this award term:

35.25.3.1.4.1 "Employee" means either:

35.25.3.1.4.1.1. An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

35.25.3.1.4.1.2. Another person engaged in the performance of the project or program under this grant award and not compensated by the Vendor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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35.25.3.1.4.2 "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

35.25.3.1.4.3 "Private entity":

35.25.3.1.4.3.1 Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

35.25.3.1.4.3.2 Includes:

35.25.3.1.4.3.2.1 A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

35.25.3.1.4.3.2.2 A for-profit organization.

35.25.3.1.4.4 "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVP A, as amended (22 U.S.C. 7102).

35.25.4 Health Benefits Coverage for Contraceptives

35.25.4.1 Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

35.25.4.2 In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this

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term shall be construed to require coverage of abortion or abortion related services.

35.25.5 Health Benefits Coverage for Abortions Restricted

35.25.5.1 Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

35.25.6 Fair Labor Standards Act Amendment for Major Disasters

35.25.6.1 Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

35.25.6.1.1 The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee:

35.25.6.1.1.1 employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

35.25.6.1.1.2 who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks

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such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

35.25.6.1.1.2.1 interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;

35.25.6.1.1.2.2 inspecting property damage or reviewing factual information to prepare damage estimates;

35.25.6.1.1.2.3 evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

35.25.6.1.1.2.4 negotiating settlements; or

35.25.6.1.1.2.5 making recommendations regarding litigation.

35.25.6.1.2 The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

35.25.6.1.3 For purposes of this subsection:

35.25.6.1.3.1 the term 'major disaster' means any disaster or catastrophe declared or designated by any State or Federal agency or department;

35.25.6.1.3.2 the term 'employee employed to adjust or evaluate claims resulting from or relating to such major disaster' means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

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35.25.6.1.3.3 the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

35.25.7 Blocking Pornography Required

35.25.7.1 Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

35.25.8 Privacy Act

35.25.8.1 No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

35.25.9 Procuring Goods Obtained Through Child Labor Prohibited

35.25.9.1 Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB’s List of Products Produced by Forced or Indentured Child Labor webpage.

35.25.10 Promotion of Drug Legalization Restricted

35.25.10.1 Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

35.25.11 Public Communications - Certain Information Requirement

35.25.11.1 Pursuant to P.L. 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid

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solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

35.25.11.1.1 The percentage of the total costs of the program or project which will be financed with Federal money;

35.25.11.1.2 The dollar amount of Federal funds for the project or program; and

35.25.11.1.3 The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

35.25.12 Purchase of Sterile Needles or Syringes Restricted

35.25.12.1 Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

35.25.13 Restrictions Against the Creation or Research of Embryos

35.25.13.1 Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

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36. Integrity Provisions

- 36.1 It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.
- 36.2 In furtherance of this policy, Vendor agrees to the following:
- 36.2.1 Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County and Commonwealth.
 - 36.2.2 Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and Commonwealth; County and Commonwealth employees, and which is distributed and made known to all Vendor employees.
 - 36.2.3 Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or Commonwealth employee to breach the standards of ethical conduct for County or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
 - 36.2.4 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or Commonwealth official or employee or to any other person at the direction or request of any County and/or Commonwealth official or employee.
 - 36.2.5 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County and Commonwealth.
 - 36.2.6 Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or Commonwealth official or employee.
 - 36.2.7 Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection

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with the performance of work under the agreement, except as provided in the Agreement.

- 36.2.8 Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 36.2.9 Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to oig.hotline@usdoj.gov and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- 36.2.10 Restrictions and certifications regarding non-disclosure agreements and related matters.
- 36.2.10.1 Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 36.2.10.2 The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 36.2.10.3 In accepting this Agreement, the Vendor
- 36.2.10.3.1 represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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36.2.10.3.2 certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.10.4 If the Vendor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Agreement:

36.2.10.4.1 it represents that

36.2.10.4.1.1 it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

36.2.10.4.1.2 it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

36.2.10.4.1.3 it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.11 Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any

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information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

- 36.2.11.1 Approved in writing by the County prior to its disclosure; or
 - 36.2.11.2 Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
 - 36.2.11.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 36.2.11.4 Necessary for purposes of Vendor's internal assessment and review; or
 - 36.2.11.5 Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
 - 36.2.11.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
 - 36.2.11.7 Otherwise required by law.
- 36.2.12 Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- 36.2.12.1 Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 36.2.12.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
 - 36.2.12.2.1 Obtaining;
 - 36.2.12.2.2 Attempting to obtain; or
 - 36.2.12.2.3 Performing a public grant or subgrant Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

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- 36.2.12.3 Violation of federal or state antitrust statutes.
 - 36.2.12.4 Violation of any federal or state law regulating campaign contributions.
 - 36.2.12.5 Violation of any federal or state environmental law.
 - 36.2.12.6 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - 36.2.12.7 Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
 - 36.2.12.8 Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.
 - 36.2.12.9 Debarment by any agency or department of the federal government or by any other state.
 - 36.2.12.10 Any other crime involving moral turpitude or business honesty or integrity. Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.
- 36.2.13 If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- 36.2.13.1 Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
 - 36.2.13.2 To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 36.2.14 Publicity and Lobbying/Advocacy

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- 36.2.14.1 Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award-other than for normal and recognized executive-legislative relationships-for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- 36.2.14.2 Lobbying/Advocacy – Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 36.2.15 Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor’s behalf, no matter the procurement stage, are not exempt and must be reported.
- 36.2.16 When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor’s code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 36.2.17 Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.

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- 36.2.18 Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.
- 36.2.19 For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
- 36.2.20 For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 36.
- 36.2.20.1 "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.
- 36.2.20.2 "Consent" means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.
- 36.2.20.3 "Vendor" means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.
- 36.2.20.4 "Financial interest" means:
- 36.2.20.4.1 Ownership of more than a five percent interest in any business; or

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36.2.20.4.2 Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

36.2.20.5 “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

36.2.20.6 “Immediate family” means a spouse and any unemancipated child.

36.2.20.7 “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

36.2.20.8 “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

37. Debarment/Tax Liabilities

37.1 For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.

37.1.1 The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

37.1.1.1 The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.

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- 37.1.1.2 The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 37.1.2 The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.
- 37.1.3 The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.
- 37.1.4 Vendor is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid or any other federal health care program. Vendor will immediately notify County of any discovered exclusion of an employee or contractor, either an individual or entity.
- 37.1.5 All employees, vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 37.1.6 Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 37.1.7 Any Vendor being paid with Medical Assistance or SCHIP dollars shall adhere to the following:
- 37.1.7.1 Develop policies and procedures for screening of all employees and contractors (both individuals and entities), at time of hire or contracting; and, thereafter, on an ongoing monthly basis to determine if they have been excluded from participation in federal health care programs;

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37.1.8 Vendor will use the following databases to determine exclusion status:

- 37.1.8.1 *Pennsylvania Medichck List*: a data base maintained by the Pennsylvania Department of Human Services (“DHS”) that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania’s MA Program:
 - 37.1.8.1.1 <https://www.humanservices.state.pa.us/Medchk/MedchkSearch/Index>
 - 37.1.8.1.2 Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.
 - 37.1.8.1.3 If an individual’s resume indicates that he/she has worked in another state, providers should also check that state’s individual list.
- 37.1.8.2 *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medichck List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program:
 - 37.1.8.2.1 https://oig.hhs.gov/exclusions/exclusions_list.asp
 - 37.1.8.2.2 Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.
- 37.1.8.3 Excluded Parties List System (EPLS): worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits:
 - 37.1.8.3.1 <https://www.sam.gov/>.
 - 37.1.8.3.2 Link above is provided for your reference and is subject to change. It shall be the responsibility of the vendor to determine and utilize the appropriate site for said database.

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37.1.8.4 Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

37.1.8.4.1 Via e-mail through the MA Provider Compliance form at the following link:

<https://expressforms.pa.gov/apps/pa/DHS/MA-Provider-Compliance-Hotline>

37.1.8.4.2 By U.S. mail at the following address:

Department of Human Services
Office of Administration
Bureau of Program Integrity
Commonwealth of Pennsylvania
P.O. Box 2675
Harrisburg, PA 17105-2675

37.1.8.4.3 By fax at: 1-717-772-4655 or 1-717-772-4638.

37.1.8.4.4 Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.

37.1.8.5 Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.

37.1.8.6 Vendor shall periodically conduct self-audits to determine compliance with this requirement.

37.1.8.7 Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.

37.1.8.8 The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:

37.1.8.8.1. The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:

<https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>

or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

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Telephone No: 717-783-6472

Fax No.: 717-787-9138

37.1.8.8.2. The Worker Protection and Labor Law Non-Compliance List
online at the website below:

<https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>

37.1.8.9. It shall be the responsibility of the Vendor to determine and utilize the
appropriate site for said database.

38. Nondiscrimination/Sexual Harassment Clause

38.1. During the term of the Agreement, Vendor agrees as follows:

- 38.1.8. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 38.1.9. The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
- 38.1.10. The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when: submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment will not be tolerated and employees who practice it will be disciplined.

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- 38.1.10.1. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.
- 38.1.11. The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.
- 38.1.12. The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 38.1.13. The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- 38.1.14. The County may cancel or terminate the agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor or subcontractor in the Contractor Responsibility File.

39. Set Off Clause

The Vendor agrees that the County may set off the amount of any county or state tax liability or other obligation of the Vendor or its subsidiaries to the County against any payments due the Vendor under any contract with the County.

40. Property and Supplies

- 40.1. Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over \$3,000.00 by means of a system of competitive bidding as required under the provisions of the Pennsylvania 3rd Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.
- 40.1.8. Proper bidding procedures shall adhere to Federal Regulations governing procurement outlined in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended. When obtaining written quotations procedures must be in place to ensure that a linkage is maintained with the Small Business Administration and other agencies which are able to assist in identifying small and minority-owned businesses.

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- 40.2. In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.
- 40.3. Any vehicle purchased by the Vendor with Aging funds shall be adequately insured to cover occasional operation by Berks County Area Agency on Aging staff; said insurance to be in an amount approved by Berks County Area Agency on Aging and proof of said insurance shall be provided to Berks County Area Agency on Aging yearly.
- 40.4. Title to all property furnished by the Department of Aging through the Area Agency Agreements shall remain with the said Department. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property that has remaining useful life shall be made in accordance with the following provisions:
- 40.4.1. If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal (agreed upon by the Area Agency) of these property items and will reimburse said Department for the value of the remaining life of the property on the basis of such appraisals;
- 40.4.2. The Vendor may sell the property and reimburse said Department for its appropriate share providing said Department is notified ten days in advance of the date of sale, and prior written approval is received from the Secretary of Aging, the Governor's Office of Administration and the Area Agency.
- 40.5. The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Department, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.
- 40.6. Domestic Preferences for Procurements
- 40.6.1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

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41. Right to Know Law

- 41.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.
- 41.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 41.3. Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:
- 41.3.8. Provide the Vendor, within five (5) business days after receipt of the County’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 41.3.9. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 41.4. If the Vendor 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 information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within five (5) business days of receiving the County’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.
- 41.5. The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. If the County denies a RTKL request in reliance upon Vendors written statement and the denial is appealed, Vendor agrees to fully participate in any RTKL appellate proceedings.
- 41.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County.
- 41.7. The County will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- 41.8. The Vendor may file a legal challenge to a decision by the County to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.
- 41.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

42. Federal and State Audit Requirements

- 42.1. Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.
- 42.2. If the Vendor is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
- 42.3. If the Vendor is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and in accordance with the laws and regulations governing the programs in which it participates.
- 42.4. If the Vendor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- 42.5. In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

governmental auditor. The audit shall be completed, and the report submitted to the County no later than 90 days after the close of the agreement period.

- 42.6. In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.
- 42.7. Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide fourteen (14) days' notice to Vendor in the event of such an audit.
- 42.8. The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- 42.9. Vendor shall maintain and make available such books, records and documents related to this Agreement for five (5) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

43. Worker Protection and Investment

- 43.1. To the extent applicable, Vendor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Vendor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:
 - 43.1.1. Construction Workplace Misclassification Act;
 - 43.1.2. Employment of Minors Child Labor Act;
 - 43.1.3. Minimum Wage Act;
 - 43.1.4. Prevailing Wage Act;
 - 43.1.5. Equal Pay Law;
 - 43.1.6. Employer to Pay Employment Medical Examination Fee Act;
 - 43.1.7. Seasonal Farm Labor Act;
 - 43.1.8. Wage Payment and Collection Law;

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FORM OF AGREEMENT AND GENERAL CONDITIONS

43.1.9. Industrial Homework Law;

43.1.10. Construction Industry Employee Verification Act;

43.1.11. Act 102: Prohibition on Excessive Overtime in Healthcare;

43.1.12. Apprenticeship and Training Act; and,

43.1.13. Inspection of Employment Records Law.

43.2. Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

44. **Headings**

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

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ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

45. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and **may be amended only by a written instrument signed by authorized officials of both parties.**

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the Vendor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

Name of other party

By: _____

By: _____

Name (printed): Kelly A. Laubach, CPPB

Name (printed): _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): Jennifer Rhoads

Name (printed): _____

Title: Senior Buyer

Title: _____

---- END OF FORM OF AGREEMENT AND GENERAL CONDITIONS ----

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #24-10-JRNC

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a company organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the COUNTY OF BERKS as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20__ (the "Bid"), to perform _____ for the Obligee, in connection with the _____; and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an issuance shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Performance Bond to the Obligee, with this Performance Bond to become binding upon the issuance of an Agreement to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Bid that this Performance Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Bid, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Obligee, and if the Obligee shall issue an Agreement to the Principal in accordance with the Bid, then the Principal and the Obligee shall execute the Agreement with respect to the supply of certain Goods and Services (the "Agreement"), the form of which Agreement is attached.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall supply the Goods and Services in accordance with the Agreement, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or arising out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely,

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #24-10-JRNC

defend and save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, in accordance with the Agreement, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Goods and Services to be supplied in accordance with the Agreement, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, in accordance with the Agreement, shall be payable by Principal and Surety upon demand of Obligee (such occurrence being an "Event of Default"); provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY EVENT OF DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID DEFAULT.

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Agreement, and/or any alterations, changes and/or additions to the Goods and Services to be supplied in accordance with the Agreement, and/or any giving by the Obligee of any extensions of time for the Goods and Services to be supplied in accordance with the Agreement, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Agreement, shall not release and/or discharge, in any manner whatsoever, the Principal and the Surety, or either

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #24-10-JRNC

of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended and the Surety, for value received, does waive notice of any such amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond or the Agreement shall include, without limitation, any alteration, addition, extension or modification of any character whatsoever.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Agreement or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signatures on the following page]

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #24-10-JRNC

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this ____ day of _____, 20__.

Individual Principal (Trading and/or Doing Business as: _____)	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
	By: _____
Witness: _____	Name: _____
	Title: _____
	By: _____
Witness: _____	Name: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
	By: _____
Attest: _____	Name: _____
	Title: _____*
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
[SEAL]	Title: _____**
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

ATTACHMENT J

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 to 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 performed 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 K

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>	

ATTACHMENT L ACTION REPORT

Sample form that will be used by the Vendor & County representatives.

Vendor Representative: _____

County Representative: _____

Date: _____

Period being reviewed: _____

Site(s): _____

Areas of concern: _____

Action Plan: _____

Follow up: _____

Attachment M
Service Completion Report

MDJ General Offices & Public Areas Oficinas Generales de MDJ y zonas públicas			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA			DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Line/ ínea	Description of Task	Descripción de la tarea								
	Weekly/ Semanal									
1	Clean and sanitize all water fountains	Limpie y desinfecte todas las fuentes de agua								
2	Spot clean all walls, doors and door frames	lugar limpia todas las paredes, puertas y marcos de puertas								
3	Dust (high and low) all areas	polvo (alta y baja) todas las áreas								
4	Empty all trash cans (including but not limited to waste, recycling, shredder machines)	Vacíe todas las latas de basura (incluyendo pero no limitado a residuos, reciclaje, trituradora)								
5	Replace all soiled or torn trash can liners as needed	Vuelva a colocar todos sucios o rotos papelera revestimientos según sea necesario								
6	Spot clean all trash cans	punto limpio todas las latas de basura								
7	Clean and disinfect all phones	Limpie y desinfecte todos los teléfonos								
8	Clean and polish all bare metal	Limpie y Pula todo el metal desnudo								
9	Dust all furniture	todos los muebles del polvo								
10	Clean all interior glass doors	Limpie todas las puertas de vidrio interiores								
11	Vacuum and spot clean all carpets	vacío y punto limpio todas las alfombras								
12	Wet mop all hard surface flooring	wet mop todos pisos de superficie dura								
13	Dust all window sills	los travesaños de la ventana del polvo								
14	Clean all windows (interior) including transaction window	limpiar todas las ventanas (interior) como ventana de transacción								
15	Clean inside and outside of glass entrance doors	Limpie dentro y fuera de puertas de vidrio								

Attachment M
Service Completion Report

MDJ General Offices & Public Areas Oficinas Generales de MDJ y zonas públicas			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA			DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Line/ ínea	Description of Task	Descripción de la tarea								
16	Broom clean porches/patios	escoba limpia porches/patios								
17	Empty ashtray and trash on porches/patios (where applicable)	Vacíe el cenicero y papelera en pórticos/patios (cuando corresponda)								
Monthly/Mensual										
1	Wash all doors and door frames	Lave todas las puertas y marcos de puertas								
2	Dust ceiling vents and vertical and horizontal exposed piping	polvo de respiraderos de techo y vertical y horizontal de tubería expuesta								
3	Clean and polish all wood furniture	limpiar y pulir todos los muebles de madera								
4	Vacuum and spot clean all cloth furniture	vacío y punto limpian todos los muebles de tela								
5	Spray buff all hard surface flooring	spray buff todos pisos de superficie dura								
6	Wash all window sills	lavar los travesaños de la ventana								
7	Dust all window blinds	polvo todas las persianas de la ventana								
8	Damp wipe exterior of light panels	húmedo paño exterior de paneles de luz								
Semi-Annually/Dos veces al año										
1	Strip and refinish all hard surface flooring	tira y repintado todos pisos de superficie dura								
2	Clean exterior of all windows	limpiar el exterior de todas las ventanas								
3	Clean interior of light panels	limpiar el interior de paneles de luz								
Annual/ Annu										
1	Carpet shampoo cleaning	limpieza del champú de la alfombra								
Notes regarding any issues or tasks not completed/Notas acerca de cualquier problema o tareas no completadas :										

Attachment M
Service Completion Report

Workforce Development General Offices & Public Areas Desarrollo de la Fuerza Laboral Oficinas Generales y			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA			DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Daily/Diario										
1	Clean and sanitize all water fountains	Limpie y desinfecte todas las fuentes de agua								
2	Spot clean all walls, doors and door frames	lugar limpia todas las paredes, puertas y marcos de puertas								
3	Empty all trash cans (including but not limited to waste, recycling, shredder machines)	Vacíe todas las latas de basura (incluyendo pero no limitado a residuos, reciclaje, trituradora)								
4	Replace all soiled or torn trash can liners as needed	Vuelva a colocar todos sucios o rotos papelera revestimientos según sea necesario								
5	Spot clean all trash cans	punto limpio todas las latas de basura								
6	Clean and disinfect all phones	Limpie y desinfecte todos los teléfonos								
7	Clean and polish all bare metal	Limpie y Pula todo el metal desnudo								
8	Clean all interior glass doors	Limpie todas las puertas de vidrio interiores								
9	Vacuum and spot clean all carpets	vacío y punto limpio todas las alfombras								
10	Wet mop all hard surface flooring	wet mop todos pisos de superficie dura								
11	Clean inside and outside of glass entrance doors	Limpie dentro y fuera de puertas de vidrio								
12	Broom clean porches/patios	escoba limpia porches/patios								
13	Empty ashtray and trash on porches/patios (where applicable)	Vacíe el cenicero y papelera en pórticos/patios (cuando corresponda)								
14	Dust mop and sweep all hard surface flooring	Fregar el polvo y barrer todos los pisos de superficie dura								
15	Sweep and wet mop stairwell and landing	Barrer y mojar el pozo de la escalera de la fregona y el aterrizaje								

Attachment M
Service Completion Report

Workforce Development General Offices & Public Areas Desarrollo de la Fuerza Laboral Oficinas Generales y			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.					
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA			DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Weekly/ Semanal								
1	Spray buff all hard surface flooring	spray buff todos pisos de superficie dura						
2	Wash all doors and door frames	Lave todas las puertas y marcos de puertas						
3	Dust ceiling vents and vertical and horizontal exposed piping	polvo de respiraderos de techo y vertical y horizontal de tubería expuesta						
4	Clean and polish all bare metal	Limpia y pulir todo el metal desnudo						
5	Dust all furniture	todos los muebles del polvo						
6	Clean and polish all wood furniture	limpiar y pulir todos los muebles de madera						
7	Dust all window sills	los travesaños de la ventana del polvo						
8	Clean all windows (interior) including transaction window	limpiar todas las ventanas (interior) como ventana de transacción						
Monthly/Mensual								
1	Vacuum and spot clean all cloth furniture	vacío y punto limpian todos los muebles de tela						
2	Wash all window sills	lavar los travesaños de la ventana						
3	Damp wipe exterior of light panels	húmedo paño exterior de paneles de luz						
4	Dust (high and low) all areas	polvo (alta y baja) todas las áreas						
Semi-Annually/Dos veces al año								
1	Strip and refinish all hard surface flooring	tira y repintado todos pisos de superficie dura						
2	Clean exterior of all windows	limpiar el exterior de todas las ventanas						
3	Clean interior of light panels	limpiar el interior de paneles de luz						
4	Carpet shampoo cleaning	limpieza del champú de la alfombra						
Notes regarding any issues or tasks not completed/Notas acerca de cualquier problema o tareas no completadas :								

Attachment M
Service Completion Report

Fire Training Center General Offices & Public Areas Centro de Entrenamiento de Bomberos Oficinas Generales y Áreas Públicas		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Admin Building Upper Floor/Classrooms/Offices Edificio Administrativo Planta Alta/Aulas/Oficinas									
Clean and sanitize water fountains	Limpiar y desinfectar las fuentes de agua								
Spot clean all walls, windows, doors, and door frames	Limpie todas las paredes, ventanas, puertas y marcos de puertas								
Wash all doors and door frames	Lave todas las puertas y los marcos de las puertas								
Dust ceiling vents and vertical and horizontal exposed piping	Rejillas de ventilación de polvo en el techo y tuberías expuestas verticales y horizontales								
Dust (high and low) all areas	Polvo (alto y bajo) en todas las áreas								
Empty all trash cans	Vaciar todos los botes de basura								
Replace all soiled or torn trash can liners as needed	Reemplace todos los revestimientos de botes de basura sucios o rotos según sea necesario								
Spot clean all trash cans	Limpie todas las manchas de los botes de basura								
Clean and disinfect phones	Limpiar y desinfectar los teléfonos								
Clean and polish bare metal	Limpiar y pulir el metal desnudo								
Dust all furniture	Desempolva todos los muebles								
Clean and polish wood furniture	Limpiar y pulir muebles de madera								
Vacuum and spot clean cloth furniture	Limpiar y pulir muebles de madera								

Attachment M
Service Completion Report

Fire Training Center General Offices & Public Areas Centro de Entrenamiento de Bomberos Oficinas Generales y Áreas Públicas		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Clean all glass doors	Limpie todas las puertas de vidrio								
Vacuum and spot clean all carpets	Aspire y limpie todas las alfombras								
Wet mop all hard surface flooring	Trapea húmeda todos los pisos de superficie dura								
Spray buff all hard surface flooring	Pule con aerosol todos los pisos de superficie dura								
Dust all window sills	Quita el polvo de todos los alféizares de las ventanas								
Wash all window sills	Lave todos los alféizares de las ventanas								
Dust window blinds	Persianas antipolvo								
Clean windows	Limpiar ventanas								
Damp wipe lght panels	Paneles húmedos								
Clean interior light panels	Limpie los paneles de luz interiores								
Broom clean porches/patios	Limpiar porches/patios con escoba								
Empty ash trays	Ceniceros vacíos								
Strip and Refinish all hard floors	Decapar y repintar todos los pisos duros								
Shampoo Carpets	Alfombras de champú								
Admin Building Lower Level Edificio de administración de nivel inferior									
Clean and sanitize water fountains	Limpiar y desinfectar las fuentes de agua								
Spot clean all walls, windows, doors, and door frames	Limpie todas las paredes, ventanas, puertas y marcos de puertas								

Attachment M
Service Completion Report

Fire Training Center General Offices & Public Areas Centro de Entrenamiento de Bomberos Oficinas Generales y Áreas Públicas		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Wash all doors and door frames	Limpie todas las paredes, ventanas, puertas y marcos de puertas								
Dust ceiling vents and vertical and horizontal exposed piping	Rejillas de ventilación de polvo en el techo y tuberías expuestas verticales y horizontales								
Dust (high and low) all areas	Polvo (alto y bajo) en todas las áreas								
Empty all trash cans	Vaciar todos los botes de basura								
Replace all soiled or torn trash can liners as needed	Reemplace todos los revestimientos de botes de basura sucios o rotos según sea necesario								
Spot clean all trash cans	Limpie todas las manchas de los botes de basura								
Clean and disinfect phones	Limpiar y desinfectar los teléfonos								
Clean and polish bare metal	Limpiar y pulir el metal desnudo								
Dust all furniture	Desempolva todos los muebles								
Clean and polish wood furniture	Limpiar y pulir muebles de madera								
Clean all glass doors	Limpie todas las puertas de vidrio								
Vacuum and spot clean all carpets	Aspire y limpie todas las alfombras								
Wet mop all hard surface flooring	Trapea húmeda todos los pisos de superficie dura								
Spray buff all hard surface flooring	Pule con aerosol todos los pisos de superficie dura								
Damp wipe lght panels	Paneles húmedos								

Attachment M
Service Completion Report

Fire Training Center General Offices & Public Areas Centro de Entrenamiento de Bomberos Oficinas Generales y Áreas Públicas		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Clean interior light panels	Limpie los paneles de luz interiores								
Broom clean porches/patios	Limpiar porches/patios con escoba								
Empty ash trays	Ceniceros vacíos								
Wet/Dry Mop Gear room and SCBA room	Trapeador húmedo/seco, sala de equipos y sala de SCBA								
Strip and Refinish all hard floors	Decapar y repintar todos los pisos duros								
Clean Bathroom and Office in Hazmat Garage	Baño y oficina limpios en el garaje de materiales peligrosos								
Kitchen/Cafeteria	Cocina/Cafetería								
Clean and sanitize all hard surfaces (countertop, tables, stovetop)	Limpie y desinfecte todas las superficies duras (encimera, mesas, estufa)								
Spot clean all walls, doors, and door frames	Limpie todas las paredes, puertas y marcos de puertas								
Wash all doors and door frames	Lave todas las puertas y los marcos de las puertas								
Dust ceiling vents and vertical and horizontal exposed piping	Rejillas de ventilación de polvo en el techo y tuberías expuestas verticales y horizontales								
Dust (high and low) all areas	Polvo (alto y bajo) en todas las áreas								
Empty all trash cans	Vaciar todos los botes de basura								
Replace all soiled or torn trash can liners as needed	Reemplace todos los revestimientos de botes de basura sucios o rotos según sea necesario								

Attachment M
Service Completion Report

Fire Training Center General Offices & Public Areas Centro de Entrenamiento de Bomberos Oficinas Generales y Áreas Públicas		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Spot clean all trash cans	Limpie todas las manchas de los botes de basura								
Clean inside and outside of microwave	Limpie el interior y el exterior del microondas								
Damp wipe exterior of refridgerator	Limpie el exterior húmedo del refrigerador								
Strip and Refinish hard floor	Decapar y repintar pisos duros								

Attachment M
Service Completion Report

Fire Training Center Bathrooms Baños del Centro de Entrenamiento de Bomberos		Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
DATE, TIME IN/OUT FETCHA, HORA EN/FUERA		DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL	DATE/ FETCH A	INITIAL/ INICIAL
Per Visit/Por visita									
Spot clean all walls, partitions, doors, and door frames	Limpie todas las paredes, tabiques, puertas y marcos de puertas								
Wash all walls, partitions, doors, and door frames	Lave todas las paredes, tabiques, puertas y marcos de puertas								
Dust ceiling vents and vertical and horizontal exposed piping	Rejillas de ventilación de polvo en el techo y tuberías expuestas verticales y horizontales								
Dust all areas	Quita el polvo de todas las áreas								
Empty all trash cans (including feminine hygiene disposal units)	Vacía todos los botes de basura (incluidas las unidades de eliminación de higiene femenina)								
Replace all soiled or torn trash can liners as needed	Reemplace todos los revestimientos de botes de basura sucios o rotos según sea necesario								
Spot clean all trash cans	Limpie todas las manchas de los botes de basura								

Attachment M
Service Completion Report

Clean and sanitize unrinals and commodes	Limpie y desinfecte los inodoros y inodoros								
Clean and sanitize sinks and countertops	Limpie y desinfecte los fregaderos y las encimeras								
Clean mirrors	Espejos limpios								
Fill, clean, and sanitize all dispensers	Llene, limpie y desinfecte todos los dispensadores								
Wet mop floors with disinfectant	Suelos de fregona húmedos con desinfectante								
Monthly/Mensual									
Machine scrub floors with disinfectant	Fregar los suelos a máquina con desinfectante								
Damp wipe lights	Luces de toallitas húmedas								
Clean interior of lights	Interior limpio de las luces								
Clean and polish all bare metal	Limpiar y pulir todo el metal desnudo								
Sanitize all partitions	Desinfectar todas las particiones								
Annual/Annual									
Strip and Refinish hard floors	Decapar y repintar pisos duros								

Attachment M
Service Completion Report

MDJ Bathrooms/Baños MDJ			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
Line/ ínea	Description of Task	Descripción de la tarea	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Weekly/ Semanal										
1	Spot clean all walls, doors and door frames	Detectar limpiar todas las paredes, puertas y marcos de las puertas								
2	Dust (high and low) all areas	Polvo (alto y bajo) en todas las áreas								
3	Empty all trash cans (includes feminine hygiene disposal units)	Vaciar todos los cubos de basura (incluye unidades de eliminación de higiene femenina)								
4	Replace all soiled or torn trash can liners as needed	Sustituya todos los revestimientos de cubos de basura sucios o rotos según sea necesario								
5	Spot clean all trash cans	Limpie todos los botes de basura								
6	Dust all window sills	Polvo de todos los alféizares de las ventanas								
7	Clean all windows	Limpie todas las ventanas								
8	Clean and sanitize urinals and commodes	Limpiar y desinfectar urinarios y commodes								
9	Clean and sanitize sinks and counter tops	Limpie y desinfecte fregaderos y encimeras								
10	Spot clean stall partitions	Detectar particiones de establo limpio								
11	Clean mirrors	Espejos limpios								
12	Fill, clean and sanitize all dispensers	Llenar, limpiar y desinfectar todos los dispensadores								
13	Wet mop floors with disinfectant	Suelos de fregona húmeda con desinfectante								
Monthly/Mensual										
1	Wash all doors and door frames	Lavar todas las puertas y marcos de las puertas								
2	Dust ceiling vents and vertical and horizontal exposed piping	Ventiladores de techo de polvo y tuberías verticales y horizontales expuestas								
3	Clean and polish all bare metal	Limpiar y pulir todo el metal desnudo								
4	Wash all window sills	Lavar todos los alféizares de las ventanas								

Attachment M
Service Completion Report

MDJ Bathrooms/Baños MDJ			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
Line/ ínea	Description of Task	Descripción de la tarea	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
5	Wash and sanitize walls and baseboards	Lavar y desinfectar paredes y zócalos								
6	Wash and sanitize stall partitions	Lavar y desinfectar las particiones del establo								
7	Machine scrub floors with disinfectant	Suelos de limpieza de máquinas con desinfectante								
8	Damp wipe exterior of light panels	Limpieza húmeda del exterior de los paneles de luz								
Semi-Annually/Dos veces al año										
1	Strip and refinish all hard surface flooring	Tira y repintado de todos los pisos de superficie dura								
2	Clean interior of light panels	Interior limpio de paneles de luz								

Attachment M
Service Completion Report

CareerLink Bathrooms Baños CareerLink			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
Line/ línea	Description of Task	Descripción de la tarea	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
Daily/Diario										
1	Spot clean all walls, doors and door frames	Detectar limpiar todas las paredes, puertas y marcos de las puertas								
2	Empty all trash cans (includes feminine hygiene disposal units)	Vaciar todos los cubos de basura (incluye unidades de eliminación de higiene femenina)								
3	Replace all soiled or torn trash can liners as needed	Sustituya todos los revestimientos de cubos de basura sucios o rotos según sea necesario								
4	Spot clean all trash cans	Limpie todos los botes de basura								
5	Clean and sanitize urinals and commodes	Limpie y desinfectar urinarios y commodes								
6	Clean and sanitize sinks and counter tops	Limpie y desinfecte fregaderos y encimeras								
7	Spot clean stall partitions	Detectar particiones de establo limpio								
8	Clean mirrors	Espejos limpios								
9	Fill, clean and sanitize all dispensers	Llenar, limpiar y desinfectar todos los dispensadores								
10	Wet mop floors with disinfectant	Suelos de fregona húmeda con desinfectante								
Weekly/ Semanal										
1	Wash all doors and door frames	Lavar todas las puertas y marcos de las puertas								
2	Dust (high and low) all areas	Polvo (alto y bajo) en todas las áreas								
3	Dust all window sills	Polvo de todos los alféizares de las ventanas								
4	Clean all windows	Limpie todas las ventanas								
5	Wash all window sills	Lavar todos los alféizares de las ventanas								

Attachment M
Service Completion Report

CareerLink Bathrooms Baños CareerLink			Work Schedule Checklist, Please initial when task completed. trabajo horario lista, por favor inicial tarea terminada.							
Line/ línea	Description of Task	Descripción de la tarea	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL	DATE/ FETCHA	INITIAL/ INICIAL
6	Wash and sanitize stall partitions	Lavar y desinfectar las particiones del establo								
Monthly/Mensual										
1	Dust ceiling vents and vertical and horizontal exposed piping	Ventiladores de techo de polvo y tuberías verticales y horizontales expuestas								
2	Clean and polish all bare metal	Limpiar y pulir todo el metal desnudo								
3	Machine scrub floors with disinfectant	Suelos de limpieza de máquinas con desinfectante								
4	Damp wipe exterior of light panels	Limpieza húmeda del exterior de los paneles de luz								
5	Wash and sanitize walls and baseboards	Lavar y desinfectar paredes y zócalos								
Semi-Annually/Dos veces al año										
1	Strip and refinish all hard surface flooring	Tira y repintado de todos los pisos de superficie dura								
2	Clean interior of light panels	Interior limpio de paneles de luz								