

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

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Date: August 18, 2021
To: Daily Local News
Prospective Bidders
From: Derek Davis, Township Manager
Re: Bid Notice

September 16, 2021 - The Board of Supervisors of East Goshen Township is soliciting bids for Cleaning Services for three (3) municipal buildings.

The bid form and other requested documentation must be submitted to the Township Manager, East Goshen Township, 1580 Paoli Pike, West Chester, PA 19380, by no later than 10:00 A.M. on September 16, 2021, at which time the bids will be opened and publicly read.

All bids must be accompanied by a bid bond or a deposit in the form of a certified check for 10% of the bid amount.

Bid specifications and proposal forms may be obtained from the East Goshen Township web site www.eastgoshen.org. See "RFP and Bid Notices" under the "Services" tab.

Questions regarding this bid should be directed to the undersigned at mmiller@eastgoshen.org or (610) 692-7171.

The Board of Supervisors of East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

Derek J. Davis
Township Manager

Publish on August 18, 2021 and September 1, 2021

**East Goshen Township
Cleaning Specifications
August 18, 2021**

SCOPE OF PROJECT

The buildings and approximate square footage is as follows:

Administration Area/Public Works	12,502 square feet, three floors
District Court/Police Sub-Station	7,500 square feet, one floor
Blacksmith Shop	400 square feet, one floor

The Contractor shall provide all labor to completely clean the three buildings on a scheduled basis.

The Contractor must ensure that all work in this contract will be performed in a thorough and professional manner by a competent cleaning staff.

The Township will provide the Contractor with all paper goods, trash bags, cleaning products, mops, brooms, vacuums, etc., with the exception that the Contractor shall provide the equipment needed to clean and shampoo the carpeted areas.

INSPECTION OF BUILDINGS

Any interested bidder for this contract may attend a walk-through inspection of the Administration/Public Works, District Court/Police Substation Building, and Blacksmith Shop. This inspection is intended to allow the bidders to become familiar with the interior areas of the buildings.

The inspections will be conducted on Friday, August 27 at 10:00 am and Friday, September 10 at 10:00 am only. A photo ID is required for each person doing an inspection.

TIME OF WORK

The Contractor must perform all work on Monday and Thursday and work cannot commence before 5:30 pm: except during instances mutually agreed upon between the Township and the Contractor.

Any work to be performed on monthly or semi-annual basis will be scheduled on days and at times mutually agreed upon by the Township and the Contractor.

Bidders who submit a proposal to East Goshen Township for the "Cleaning Contract" must accept and meet the following Terms and Conditions:

CONDITIONS

- East Goshen Township reserves the right to reject any and all proposals or parts of proposals, waive technicalities, and to adjust quantities.
- All proposals will be considered as final. No additions, deletions, corrections or adjustments will be accepted after the time stated above.
- No bid may be withdrawn after the scheduled closing time for receipt of proposals for at least ninety (90) days.
- The proposal must be signed by an authorized representative of the company submitting the bid.
- All prices and notations must be in ink or typewritten. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing proposal.
- The bidder shall hold East Goshen Township, their officers, agents and employees harmless from liability of any nature or kind on account of use of any materials or equipment furnished or used under this bid.
- East Goshen Township shall not award contracts to any business owing delinquent taxes to East Goshen Township at the time proposals are awarded.
- The successful bidder is specifically denied the right of using in any form or medium the names of East Goshen Township or the District Court for public advertising unless expressed permission is granted.

CLEANING REQUIREMENTS

These are public buildings. It is the intention of the Board of Supervisors of East Goshen Township to provide a clean and well-maintained space for its employees and residents. The Contractor shall take the utmost care and any problem areas or concerns should be reported to the Township Manager.

Twice-a-Week Tasks

- clean the front glass doors and metal trim to remove fingerprints and smudges

- vacuum and spot clean all lobby mats.
- vacuum and/or mop lobby floor and stairwells.
- vacuum all carpeted floor surfaces.
- spot clean minor carpet stains.
- remove gum, tar and other foreign substances from floor surfaces.
- dust all horizontal surfaces within reach (including windowsills).
- spot clean and polish all metal surfaces and interior windowpane surfaces on office doorways.
- clean and polish all ornamental trim.
- spot clean all doors, walls, floors, and ceilings to remove fingerprints, smudges, scrapes, scuff marks, etc.
- dust and clean all fire extinguisher and hose cabinet areas to keep free of dust and dirt.
- empty all wastebaskets and trash receptacles. Replace soiled liners and transport trash to dumpster and recycling areas for removal.
- using a treated dust cloth, dust and/or damp wipe clean the following items:
 - desks that are uncluttered
 - chairs
 - file and storage cabinets
 - tables
 - countertops, ledges, bookshelves, ventilation louvers within reach
 - doors
 - windowsills
- wet mop lunchroom/kitchen areas and bathroom floor surfaces with disinfectant solution
- deck brush around toilets and under urinals
- polish all stainless-steel chrome fixtures and dispensers in kitchen areas and bathrooms.
- clean and polish mirrors, shelves, wash basins and soap dispensers.
- clean and sanitize basins, toilets, toilet seats and urinals.
- spot clean walls around sink, towel dispensers, urinals, toilets, and door frames.
- hand dust and clean all paper towel dispensers.
- refill all toilet tissue, soap, and paper towel dispensers.
- clean and disinfect all shower room floors, walls and ceilings.

Weekly Tasks

- clean baseboards.
- sweep floor in basement of Administration Area/Public Works building
- clean doors, trim, and cloth panel areas.
- dust exterior of light fixtures.
- spot clean furniture to remove lint and dirt.
- clean and disinfect all floor drains, ventilating grills, exhaust fans and ducts.
- clean and disinfect all waste and sanitary waste containers.

- high dust all horizontal surfaces above door frames, partitions, ledges, and lockers.

Monthly Tasks

- machine scrub floors.
- dust blinds.
- dust, vacuum ceiling grates and vents.
- vacuum upholstered furniture.

Semi-Annual Tasks

- clean and shampoo all carpeted areas, with special attention given to highly trafficked areas. **The Contractor shall provide the cleaning equipment.**
- strip and refinish all vinyl tile floors.
- wax and buff all vinyl tile floors.

VIOLATIONS – LIQUIDATED DAMAGES

It is understood that the proper cleaning of the Administration/Public Works Building, District Court/Police Substation Building, and Blacksmith Shop, is a matter of serious and vital concern to East Goshen Township and the County of Chester, who leases space for the District Court from the Township.

Furthermore, it is anticipated that occasional minor breaches or violations of the tasks listed as Twice a Week, Weekly, Monthly and Semi-Annual in the CLEANING REQUIREMENTS section of these specifications may occur during the course of the performance of the contract.

In the event a minor breach or violation occurs the Township Manager or his designee shall issue a warning to the Contractor of such violation(s) by e-mail. If a second breach or violation occurs within thirty (30) days of the initial warning, the Township Manager may invoke stipulated liquidated damages of \$100.00 on behalf of the Township. His determination and certification of the violation shall be final.

If a third breach or violation does occur with thirty (30) days the initial warning, the Township Manager may invoke stipulated liquidated damages of \$200.00 on behalf of the Township. His determination and certification of the breach or violation shall be final.

If a fourth breach or violation does occur with thirty (30) days the initial warning the Township Manager, may invoke stipulated liquidated damages of \$300.00 on behalf of the Township. His determination and certification of the breach or violation shall be final.

The Township Manager or his designee shall advise the Contractor of each beach or violation by e-mail. A photo or photos depicting the breach or violation shall be attached to the e-mail

If a second breach or violation does not occur with thirty (30) days the warning shall expire.

Any damages assessed for any of the aforesaid breaches or violations shall be deducted from the next payment due to the Contractor.

PREPARATION AND SUBMISSION OF BIDS

- Proposals must be submitted on forms furnished by each bidder. If the bidder is a corporation, the proposal shall be signed by duly authorized officers of the corporation.
- No proposal will be considered which is not based on the specifications or which contains any letter or written memorandum qualifying the work to be done. No oral, telephonic, or telegraphic proposals or modifications will be considered.
- Proposals shall be submitted in a sealed envelope plainly worded:

EAST GOSHEN TOWNSHIP CLEANING BID

If bids are sent by mail, the sealed envelope described above shall be enclosed in another envelope addressed to:

Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

- Before submitting a proposal, the bidder shall fully inform himself of all Federal, Commonwealth, and local laws, ordinances, and regulations applicable to this contract.

RECEIPT AND OPENING OF BIDS

The bid form and other requested documentation must be submitted to the Township Manager, East Goshen Township, 1580 Paoli Pike, West Chester, PA 19380, by no later than 10:00 A.M. on September 16, 2021, at which time the bids will be opened and publicly read.

Any bid received after 10 AM on September 16, 2021, will be returned unopened. Bids may be withdrawn prior to that time, but no bid may be withdrawn after the bid opening.

IDENTIFICATION OF BIDDER

The bid must be executed in the exact title or name of the bidder; and the bidder's business address and telephone number shall be given.

In addition:

- If the bid is made under an assumed or fictitious trade name, the names and respective residence addresses of all parties interested and whether said name has been registered pursuant to the Act of May 24, 1945, P.O. 967, P.S. 28.1, as amended, shall be provided with the bid.
- If the bidder is a firm or partnership, the names and residence addresses of all the partners shall be provided with the bid.
- If the bidder is a corporation, the state of incorporation shall be given and if it is a foreign corporation (not incorporated in Pennsylvania) a statement shall be made as to whether or not the corporation has obtained from the Department of State, Commonwealth of Pennsylvania, a certificate of authority to do business in Pennsylvania and provided with the bid.

INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the Specifications or other contract documents will be made to any bidder orally. All requests for such interpretation must be made by e-mail to the Township Manager and to be entitled for consideration must be received by the Township Manager not less than five (5) business days prior to the date fixed for the opening of bids.

Any and all interpretations and supplemental instructions (Addendums) will be posted on the East Goshen Township web site www.eastgoshen.org. See "RFPs and Bid Notices" under the "Services" tab not less than three (3) business days prior to the date fixed for the opening of bids.

Such Addendums shall become part of the Contract Documents.

It is the responsibility of the bidder to check the East Goshen Township web site www.eastgoshen.org. See "RFPs and Bid Notices" under the "Services" tab for Addendums.

REFERENCES

Bidders shall submit a list of at least six (6) references with name and telephone number of the person to contact about the cleaning service they provide or have provided. The references may include past or current accounts comparable in size and scope to this proposal. The accounts may be municipal, industrial, or commercial.

The purpose of this information is to establish evidence that the Bidder has the experience and qualifications to carry out this work. **Any bid that does not include references, with contact information will be rejected.**

BACKGROUND CHECKS

The Township, at its expense, will run a background check on all of the Contractors employees working in the Administration/Public Works Building, District Court/Police Substation Building, and Blacksmith Shop. The Township, in its sole discretion shall determine if the employee can work in these buildings.

AWARD AND REJECTION OF BIDS

The bid, if accepted, will be awarded to the lowest responsible bidder complying with the specifications. The Township reserves the right to reject any and all bids or parts thereof or items therein, and to waive any informality in bids received, whenever such rejection or waiver is in the interest of the Township.

The Township also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who is not in a position, in the opinion of the Township, to perform the work, or who is not a responsible bidder, within the meaning of the law.

PAYMENT TO CONTRACTOR

Payment will be made monthly, within fifteen (15) days following the end of each month during which the work has been satisfactorily completed or receipt of the monthly invoice from the Contractor, whichever is later.

RIGHTS OF OWNER

Nothing contained in the specifications shall be deemed to waive any other rights or powers which the Township has.

ASSIGNMENT

The Contractor shall not assign the Contract or sublet any part of it without the written consent of the Township.

WORKMEN'S COMPENSATION INSURANCE

The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall annually file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Township.

LIABILITY INSURANCE

The Contractor shall maintain, during the term of this contract at its sole expense, the following

minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

C. Umbrella excess liability insurance coverage in the amount of \$2,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall, inter alia, **NAME THE TOWNSHIP AS AN ADDITIONAL NAMED INSURED** and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of this contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgment, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before the execution of the contract hereunder. Said policy shall remain in full force and effect until the expiration of the term of this contract or any extensions or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall provide the Township the original policies of insurance herein referred to or true copies thereof, prior to commencing work under this contract.

Evidence of said insurance shall be submitted to the Township within fourteen (14) days after notification of the award of contract.

Cancellation of Insurance

Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance

coverage required hereunder to fail to meet the minimum requirement set forth herein, the Contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Township from any and all claims whatsoever in nature regardless of the source of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claim of damage which may be incident to the same.

GOVERNMENTAL IMMUNITY WAIVER

All policies of insurance required pursuant to these specifications or the contract(s) entered into therein under, shall waive any governmental immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractors and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the Contractor pursuant to the terms of this contract.

HOLD HARMLESS PROVISION

The Contractor will indemnify and hold harmless the Township and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract or the failure to perform the contract.

TERM

The term of the cleaning service contract shall be for a three (3) period commencing November 1, 2021, and terminating November 1, 2024.

BONDS

Bid Bond A bid bond or a certified check in the amount of 10% percent of the bid shall be submitted with the bid. Bid bonds shall be duly executed by the bidder as principal and the surety company. The surety company must be authorized to do business in the Commonwealth of Pennsylvania and the Bid Bond must be accompanied by a Power of Attorney nominating, constituting, and appointing the person whose signature appears on said bid bond as the true and lawful agent of the surety to execute all bonds and the consent on its behalf.

Any certified check that is received by the Township in lieu of a Bid Bond will be returned upon execution of the agreement.

In the event any bidder shall, upon award of the contract to him, fail to execute the agreement or comply with the requirements of these specifications, the full amount of the Bid Bond or certified check shall be forfeited to the Township as liquidated damages (not a penalty).

Performance Bond The successful bidder will be required to obtain and post a performance bond in the amount of 100% of the bid amount. The performance bond shall be submitted within fourteen (14) days after notification of the award of the contract.

INDEMNIFICATION AGAINST SUITS

The Contractor shall indemnify and hold harmless the Township of East Goshen, its officers and employees, its agents, and all others who may act for the Township from all suits and actions of every kind, nature and description brought by anyone whatsoever against them or any of them in any manner connected with the Contract or the work thereunder unless they are negligent; provided that nothing herein stated shall be construed to preclude the Contractor from maintaining an action at law for money which may be due under Contract.

EAST GOSHEN TOWNSHIP PROPOSAL FORM

Submitted by (please print or type):

Date _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____

Fax _____

E-Mail _____

This proposal is submitted in accordance with your advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, until 10:00 A.M. on September 16, 2021, for Cleaning Services.

After examining all the bid documents and specifications; we hereby propose to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the above-mentioned contract, in accordance with said contract documents to the satisfaction and acceptance of the Township, for the sum as stated below.

Cost per month

Administration Building/Public Works Building _____

District Court/Police Sub-Station _____

Blacksmith Shop _____

Total for one month _____

Times 12

TOTAL FOR 1 YEAR _____

In submitting this proposal, it is understood that it is the right of the Township to reject any or all proposals or parts thereof, and to waive any informalities or technicalities in said proposals.

This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he possesses the necessary skill required to determine the adequacy of the Specifications the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined: the Specification and the buildings, and from his own investigations, has satisfied himself as to the nature and character of the work to be performed, the equipment needed for the project, the general and local conditions, and any other matters which may in any way affect the project and that he has complied with every requirement of this invitation.

Accompanying this proposal is a certified check or bid bond in the amount of ten percent (10%) made payable to the Township, which it is agreed will be forfeited as liquidated damages if the undersigned fails to execute the contract and furnish a contract bond and evidence of insurance, as specified, within 14 days after notification of the award of the contract is mailed to him at the official address of the undersigned below.

Accompanying this bid is the:

- 1) Bid Bond
- 2) References

The undersigned acknowledges receipt of the following addendum

Attest:

Signature

Printed Name

Title

CLEANING SERVICES AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP AND CONTRACTOR

THIS AGREEMENT, made the _____ day of, _____ 2021 by and between

_____ hereinafter called the CONTRACTOR, and East Goshen Township, Chester County, Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials, equipment and labor and perform all of the work required to provide Cleaning Services for East Goshen Township.

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the performance of the contract, in accordance with the contract documents, as follows: Within fifteen (15) days after receipt of the invoice(s).

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following enumerated documents form the contract, and they are as fully a part of the contract as if attached hereto or hereinafter repeated and are termed the Contract Documents.

1. Notice to Bidders
2. Specifications (dated August 18, 2021)
3. Addendum

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence work under this contract on November 1, 2021.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Title