

INVITATION TO BID

Project: **CLEANING OF THE BOROUGH MUNICIPAL UTILITIES OFFICE BUILDING**

The services will consist of general commercial cleaning services to clean the Municipal Utility Office Building on a daily basis. Consistent attention to detail is critical. Bidders should provide Bid prices based upon the number of employees and hours determined to be necessary to meet all of the requirements, as described in the Description and Frequency of Services to be Rendered section below, with hours of operation generally being Monday through Friday, 6:00 a.m. to 3:00 p.m. Services are to include cleaning of restrooms, employee breakroom, common areas, offices, conference rooms, Council chambers, and customer service areas. Tasks to be completed include but are not limited to trash removal, cleaning and sanitizing sinks, toilets, and counter tops, cleaning mirrors, glass, and windows, dusting, sweeping, mopping, and vacuuming. A complete list of tasks and the frequency they should be performed is attached herein. Additional services may be solicited as needed on a time and materials basis.

The Work will be performed under one Contract as follows:

Owner: **BOROUGH OF CHAMBERSBURG**
ATTN: Jamia Wright, Borough Secretary
100 South 2nd Street
Chambersburg, PA 17201
Telephone: 717-264-5151
Fax: 717-261-3240

Sealed Bids will be received by the Owner at the address shown above until 5:00 p.m., Tuesday, March 19, 2019. All bids must be in a sealed envelope clearly marked **“Bid for Borough of Chambersburg”**, bearing the name of the bidder and **“Daily Cleaning of the Borough Municipal Utilities Office Building”**. Bids will be publicly opened and read at 11:00 a.m., Wednesday March 20, 2019, in the fourth floor conference room of the Municipal Utility Office Building, located at 100 S. Second Street, Chambersburg, PA 17201. The Borough intends to award the Contract at its regular Council meeting on Monday, March 25, 2019.

A mandatory Pre-Bid Meeting will be held at 11:00 a.m., Friday March 15, 2019 at the Municipal Utility Office Building, located at 100 S. Second Street, Chambersburg PA, 17201, in the fourth floor conference room. **Attendance at the Pre-Bid Meeting is mandatory. Bids from parties not present at the Pre-Bid Meeting will not be accepted.**

Questions will be accepted by Arnold Barbour, by email (abarbour@chambersburgpa.gov), until 3:00 p.m., Friday, March 15, 2019.

The Contract shall be for a term of two (2) years, commencing on April 1, 2019.

A Certified Check or Bank Draft, payable to the Borough of Chambersburg or negotiable United States Government Bond (at par value); or a satisfactory Bid Bond / Security executed by the Bidder and an acceptable surety, in amount equal to ten percent (10%) of the total Bid, shall be submitted with each Bid.

All bidders shall have, and shall continue to maintain, all approvals, insurances, licenses, and other requirements to remain a business in good standing in the Commonwealth to provide general commercial cleaning services. Proof of Worker’s Compensation insurance coverage must be submitted with the bid.

The awarded Contractor will be required to purchase and maintain a Janitorial Cleaning Surety Bond in the amount of One Hundred Thousand Dollars (\$100,000.00). Proof of coverage must be provided to the Borough prior to work commencing.

The awarded Contractor will be required to maintain commercial general liability insurance specifically for the performance of this Contract in the aggregate amount of One Million Dollars (\$1,000,000.00). The Borough shall be listed as an insured party under the policy. Proof of coverage must be provided to the Borough prior to work commencing.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the Opening of Bids. After the Bid Opening, Bids may be withdrawn only by complying with Commonwealth of Pennsylvania laws and regulations.

It is a requirement of this Contract that awarded Contractor shall not subcontract any obligations under the Agreement, unless such subcontract is approved in writing by the Borough.

Bids shall remain open for a period of five (5) days from the date of Bid Opening for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding the Contract on Monday, March 25, 2019.

As part of its evaluation of the Bids submitted, the Owner or its representatives may interview the Bidders. Bidder shall provide the following at the interview: list of services performed (flyer, brochure, etc.), references, Bonded & Insured documentation, insurance certificate, workers compensation documentation, number of employees, hourly, daily, and weekly rates, premium rates (i.e. after hours, weekends, or emergency call-in), and any government discount information.

Bidders, their workers, and any persons providing labor and services shall be persons lawfully permitted to work in the United States and the Commonwealth of Pennsylvania.

As a precondition of being awarded a Contract, Successful Bidder, and its subcontractor(s) are required to provide confirmation of compliance with Act 127 of 2012, the "Public Works Employment Verification Act".

The awarded Contractor shall enter into a Cleaning Services Agreement, in a form prepared by the Borough Solicitor's office. Bidders should complete the attached Cleaning Services Agreement, to include name; address; the weekly fee being proposed; the name and address to which notices are to be sent; the company name; witness signature; authorized signature; printed name; and title in order to submit their bid. All required fields are highlighted in yellow.

The Borough hereby reserves the right, which is understood and agreed to by all Bidders, to reject any or all Bids and to waive any omissions, errors, or irregularities in any Bid.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Certified Check or Bank Draft, payable to the Borough of Chambersburg or United States Government Bond; or Bid Bond/Security
- Proof of Worker's Compensation Insurance Coverage
- Cleaning Services Agreement

DESCRIPTION AND FREQUENCY OF SERVICES TO BE RENDERED:

Restrooms:

- Trash removal – daily
- Clean/sanitize sinks and faucets – daily
- Clean/sanitize toilets – daily
- Clean mirrors and glass – daily
- Dust light fixtures and bulbs – weekly
- Sweep and wash floors – daily
- Dust cobwebs – ceiling/baseboards – daily

Employee Breakroom

- Trash removal – daily
- Clean/sanitize countertops – daily
- Clean microwave inside/outside – daily
- Clean fridge inside/outside – weekly
- Clean cooktop surface/inside oven – daily
- Polish stainless steel appliances – daily
- Clean/sanitize sink and faucets – daily
- Clean outside dishwasher – daily
- Clean backsplash and walls – daily
- Clean/sanitize tables, chairs and couches – daily
- Clean windows/sills – weekly
- Sweep and wash floors – daily
- Dust cobwebs – ceiling/baseboards – daily

Common Areas – Lobbies, Waiting Areas, Hallways, Stairwells, etc.:

- Trash removal – daily
- Clean/polish/sanitize tables and chairs – daily
- Sweep/mop hard surface floors – daily
- Vacuum carpets/area rugs – daily
- Dust cobwebs – ceiling/baseboards – daily

Offices:

- Trash removal – daily
- Dust all desk surfaces/computers/shelves – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Polish wood – weekly
- Dust cobwebs; ceiling/baseboards – daily

Conference and Training Rooms:

- Trash removal – daily
- Dust all table surfaces/counters/shelves – weekly
- Clean chairs – daily
- Vacuum carpets/area rugs – daily
- Dust cobwebs – ceiling/baseboards – daily

Council Chambers:

- Trash removal – daily
- Dust/polish all table surfaces/counters/shelves – Three (3) times per week
- Clean chairs – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Dust cobwebs – ceiling/baseboards – daily
- Clean windows/sills – monthly

Customer Service Area:

- Trash removal – daily
- Dust all desk surfaces/counters/computers/copiers/shelves – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Clean glass doors/windows/partitions – daily
- Dust cobwebs – ceiling/baseboards – daily

CONTACT INFORMATION

Project: Daily Cleaning of the Borough Municipal Utilities Office Building

Company Name _____

Address _____

Signature _____

Printed Name _____

Address _____

Name of person familiar with proposal _____

Phone number _____

Email _____

PROPOSAL BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF CHAMBERSBURG
100 South 2nd Street
Chambersburg, PA 17201

PROJECT

**DAILY CLEANING OF THE BOROUGH
MUNICIPAL UTILITIES OFFICE BUILDING**

Bid Date:

Project Identification:

Janitorial Services

Contract Number and Identification:

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

	Name of Corporation
_____	_____
Signature of Secretary or Assistant Secretary	Address of Principal Office
(Corporate Seal)	_____
	State of Incorporation

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

	Name of Corporation

	Address of Office
_____	_____
Signature of Witness	Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Proposal Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF PROPOSAL BOND

BOROUGH OF CHAMBERSBURG
CLEANING SERVICES AGREEMENT

This Cleaning Services Agreement is made and entered into this _____ day of _____, 2019, (the “Effective Date”) by and between the **Borough of Chambersburg**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 100 South Second Street, Chambersburg, Pennsylvania, 17201 (hereinafter the “Borough”) and _____, (hereinafter “Contractor”) with a principal address of _____.

WHEREAS, the Borough has authorized certain work in connection with daily cleaning services (the “Services”) to be performed at its Municipal Utility Office Building; and

WHEREAS, in February, 2019, the Borough solicited sealed bids for said Services, and provided interested parties with the general conditions of the Services (the “General Conditions”); and

WHEREAS, in response, the Contractor has submitted to the Borough a proposal (the “Proposal”) to perform the Services pursuant to the General Conditions; and

WHEREAS, the Borough, having reviewed all written proposals, has determined that the Contractor’s proposal is responsive and meets the needs of the Borough, and that Contractor appears to be responsible, qualified and possesses sufficient skills and the necessary capabilities required to perform the Services set forth in this Cleaning Services Agreement (the “Agreement”), and therefore desires to contract with the Contractor in accordance with the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. RECITALS

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

2. SCOPE OF SERVICES

Contractor’s responsibility under this Agreement is to provide daily cleaning services and accomplish such tasks for the Borough as set forth in the General Conditions (the “Scope of Work”). The Scope of Work will be bound by the specifications set forth in this

Agreement, including the General Conditions, which are attached hereto as Exhibit "A" and incorporated herein by reference.

3. TERM

A. The term of this Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall terminate on April 1, 2021.

4. GENERAL STANDARDS

A. The Contractor shall perform all Services in accordance with the generally accepted standards and practices used in the profession. The Contractor shall render diligently and competently all custodial Services, with due consideration given to applicable laws, regulations, and environmental requirements and the protection of the public health, safety, and welfare. The enumeration of specific duties and obligations to be performed by the Contractor hereunder shall not be construed to limit the general ethical requirements in the undertakings of the Contractor.

5. ADDITIONAL SERVICES

The Borough may request additional daily cleaning services as the Borough deems necessary (hereinafter "Additional Services"). In the event the Borough requests Additional Services, the Contractor shall prepare and submit to the Borough a proposal detailing the scope of work requested by the Borough, and the proposed fee for such Additional Services (the proposed fee shall reflect estimated hours and reimbursable expenses).

6. ASSISTANCE PROVIDED BY BOROUGH

The Borough will provide the following information and assistance to the Contractor:

A. The Borough will designate a person to act as its representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Borough's policies and decisions pertaining thereto within a reasonable time so as not to delay Contractor's Services.

7. SCHEDULE / TIME FOR PERFORMANCE OF SERVICES

- A. Contractor and the Borough shall mutually establish, in writing, the schedule for the daily operation of the Services.

8. TERMS OF PAYMENT TO CONTRACTOR

- A. Payment for the Services included in the Scope of Work shall be made weekly following the performance of the Services.
- B. The Borough shall pay the Contractor for the Services to be performed under this Agreement a weekly payment of [REDACTED] Dollars (\$ [REDACTED]) (the "Contract Price").

9. INDEPENDENT CONTRACTORS

- A. The parties intend that an independent Contractor/Borough relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the Borough for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the Borough provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents and representatives during the performance of work contemplated by this Agreement.
- B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the Borough and shall be subject to the Borough's general rights of inspection and review to secure the satisfactory completion thereof.

10. NO SUBCONTRACTING

- A. Contractor shall not subcontract any obligations under the Agreement, unless such subcontract is approved in writing by the Borough.

11. MATERIALS, EQUIPMENT, AND SUPPLIES

- A. It is a general understanding that the Borough will provide the Contractor all individual supplies, equipment, and materials needed to adequately perform the Scope of Work under this Agreement. The Scope of Work under this Agreement shall include the furnishing of all materials, equipment, supplies, including but not limited to cleaning, sanitizing, and disinfecting chemicals, trash liners, mops, brooms, brushes, buckets, sponges, rags, towels, dust mops, vacuum cleaners, buffers, carpet cleaners, toilet brushes, hand soap, paper towels, urinal blocks, feminine hygiene products and any other materials, equipment, and/or supplies necessary for the full performance thereof. The contractor however may use at their discretion cleaning supplies and or materials not supplied by but approved by the Borough which are considered more beneficial based upon industry experience and best management practices to satisfactorily perform the Scope of Work.

12. AUTHORITY TO CONDUCT BUSINESS

The Contractor hereby represents and warrants that it has and will continue to maintain all approvals, insurances, and other requirements to remain a business in good standing in the Commonwealth to provide the Services as required pursuant to this Agreement.

13. TERMINATION

- A. If the Borough is not satisfied with the quality of the Services provided under this Agreement, the Borough shall notify Contractor of the reason or reasons therefore, and the Contractor shall have two (2) weeks from the date of the notification to rectify any issues to the satisfaction of the Borough, in its sole discretion. If, after two (2) weeks, the Contractor does not improve the quality of the Services provided to the satisfaction of the Borough, the Borough may, immediately thereupon and in its sole discretion, terminate this Agreement, and the Borough shall thereafter assume no liability for any other provision in this Agreement.
- B. Notwithstanding all termination provisions in this Agreement, the Borough may also terminate this Agreement, in its sole discretion, by giving thirty (30) days prior notice to the Contractor in the event the Contractor defaults on any of its responsibilities, duties, or obligations under this Agreement. The Contractor shall default under this Agreement if the Contractor fails to comply with, perform, or observe any obligation, covenant, agreement, term or condition of this Agreement. Nothing in this Agreement shall affect, alter, change, or prevent the Borough's right to terminate this Agreement pursuant to other sections contained herein.

14. RELEASE/INSURANCE

- A. The Contractor shall release and hold harmless the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties, from any damages, costs, and expenses (including reasonable attorneys' fees) incurred by the Contractor, its employees, consultants, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement.
- B. The Contractor shall purchase commercial general liability insurance specifically for the performance of services under this Agreement in the aggregate amount of One Million Dollars (\$1,000,000.00). The Contractor shall include the Borough as an insured party under the liability insurance policy. The Contractor shall provide the Borough with an ACORD certificate of liability insurance demonstrating that the Borough is an insured party under the policy.
- C. The Contractor shall purchase and maintain a Janitorial Cleaning Surety Bond in the amount of One Hundred Thousand Dollars (\$100,000.00). The Janitorial Cleaning Surety Bond shall specifically protect the Borough against loss of money, securities, sensitive information, or other property that the Borough may sustain due to any fraudulent or dishonest act or acts committed by the Contractor or its agents. The Contractor shall provide a copy of the Janitorial Cleaning Surety Bond to the Borough for its review.
- D. The Contractor shall maintain Worker's Compensation Insurance for its employees as required by the laws of the Commonwealth of Pennsylvania.

15. FORCE MAJEURE

Neither the Borough nor the Contractor shall be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be reasonably foreseen by a Contractor exercising reasonable due diligence and/or care.

16. REMEDIES

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

17. ENFORCEMENT COSTS

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in the Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

18. NOTICES

Any notices required to be given in accordance with this Agreement shall be in writing and delivered to the parties by certified mail or personal delivery or acceptable overnight courier service. Notice that is mailed shall be sent to the following addresses:

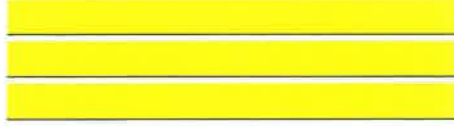
If to the Borough:

Borough Manager
Attn: Jeffrey Stonehill
Borough of Chambersburg
100 S. 2nd Street
Chambersburg, PA 17201
Email: jstonehill@chambersburgpa.gov

With copy sent to:

Borough Solicitor
Attn: G. Bryan Salzmann
Salzmann Hughes, P.C.
79 St. Paul Drive
Chambersburg, PA 17201
Email: gbsalzmann@salzmannhughes.com

If to the Contractor:



19. APPLICABLE LAW / VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation as set forth above, shall be in the Franklin County Court of Common Pleas.

20. AUDIT OF CONTRACTOR RECORDS

At any time during the term of this Agreement, within fifteen (15) days of a written request from the Borough, Contractor agrees to make available to the Borough for audit and inspection such accounting and records maintained by Contractor in relation to the performance of Services under this Agreement.

21. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

22. ASSIGNMENT

This Agreement (including, without limitation, any rights under or interest in this Agreement) shall not be assigned by either party without the express written consent of the other party hereto. The provisions of this Paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

23. ENTIRE AGREEMENT / AMENDMENTS

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council's approval at a public

meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

24. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

25. NO OFFER

This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both parties.

26. USE OF HEADINGS

The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

27. EFFECTIVE DATE

As used herein, the "Effective Date" shall mean the later of the Borough execution date and the Contractor execution date, each of which is set forth on the signature page hereof.

28. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

29. INTERPRETATION

The parties agree that both parties had the opportunity to review this Agreement with their respective legal counsel, if they so desired, and therefore, this Agreement shall not be construed against either party as the drafter of this Agreement.

30. RIGHT TO KNOW LAW

Contractor acknowledges and understands that this Agreement and any information provided to and/or received by the Borough is subject to the Pennsylvania Right to Know Law, 65 P.S. §67.101 et. seq. Contractor hereby releases and waives any and all claims, suits, and/or damages against the Borough for any information released by the Borough in accordance with the Pennsylvania Right to Know Law.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED BY Town Council on _____, 2019.

ATTEST (WITNESS):

Company Name

(SEAL/SIGNATURE)

(SEAL/SIGNATURE)

BY: _____

TITLE: _____

ATTEST:

Borough of Chambersburg

Jamia L. Wright,
Borough Secretary

Heath E. Talhelm,
President of Town Council (SEAL)

APPROVED AS TO FORM:

G. Bryan Salzmman, Esquire
Borough Solicitor

Exhibit A Scope of Work

Restrooms:

- Trash removal – daily
- Clean/sanitize sinks and faucets – daily
- Clean/sanitize toilets – daily
- Clean mirrors and glass – daily
- Dust light fixtures and bulbs – weekly
- Sweep and wash floors – daily
- Dust cobwebs – ceiling/baseboards – daily

Employee Breakroom

- Trash removal – daily
- Clean/sanitize countertops – daily
- Clean microwave inside/outside – daily
- Clean fridge inside/outside – weekly
- Clean cooktop surface/inside oven – daily
- Polish stainless steel appliances – daily
- Clean/sanitize sink and faucets – daily
- Clean outside dishwasher – daily
- Clean backsplash and walls – daily
- Clean/sanitize tables, chairs and couches – daily
- Clean windows/sills – weekly
- Sweep and wash floors – daily
- Dust cobwebs – ceiling/baseboards – daily

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- Clean/polish/sanitize tables and chairs – daily
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- Vacuum carpets/area rugs – daily
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Offices:

- Trash removal – daily
- Dust all desk surfaces/computers/shelves – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Polish wood – weekly
- Dust cobwebs; ceiling/baseboards – daily

Conference and Training Rooms:

- Trash removal – daily
- Dust all table surfaces/counters/shelves – weekly
- Clean chairs – daily
- Vacuum carpets/area rugs – daily
- Dust cobwebs – ceiling/baseboards – daily

Council Chambers:

- Trash removal – daily
- Dust/polish all table surfaces/counters/shelves – Three (3) times per week
- Clean chairs – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Dust cobwebs – ceiling/baseboards – daily
- Clean windows/sills – monthly

Customer Service Area:

- Trash removal – daily
- Dust all desk surfaces/counters/computers/copiers/shelves – weekly
- Vacuum carpets/area rugs – daily
- Sweep/mop hard surface floors – daily
- Clean glass doors/windows/partitions – daily
- Dust cobwebs – ceiling/baseboards – daily

Receipt of Confirmation of Proposal Documents

For

Daily Cleaning of the Borough Municipal Utilities Office Building

All prospective Proposers who obtained the Proposal Documents electronically must either fax or email this "Receipt of Confirmation" form no later than 9:00 AM on Wednesday, March 13, 2019 EST to:

Jamia L. Wright, Borough Secretary, at (717) 264-0224 or jwright@chambersburgpa.gov.

The undersigned confirms receipt of all 22 pages of the Proposal and contract documents for the project referenced above as posted electronically at www.borough.chambersburg.pa.us.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____