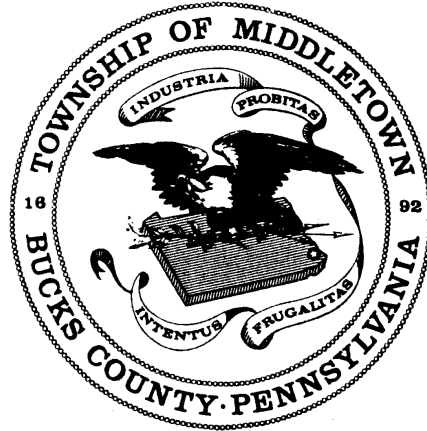


**MIDDLETOWN TOWNSHIP**



**REQUEST FOR BIDS**

**CLEANING SERVICES  
for  
TOWNSHIP BUILDINGS**

**April 6, 2021**

**LEGAL ADVERTISEMENT**

Request for Proposals

Notice is hereby given that the Middletown Township, Bucks County, PA hereby requests proposals from interested and qualified parties to provide Cleaning Services for the Middletown Township Municipal Center and Public Works Building. All documents and proposal details are available at no cost, any time on the Township's website [www.middletownbucks.org](http://www.middletownbucks.org). Three (3) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Township Cleaning Services" no later than May 11, 2021 at 11:00 a.m. at the following address: Middletown Township, Attn.: Manager's Office, 3 Municipal Way, Langhorne, PA 19047. A mandatory pre-bid meeting will be held in the Public Hall on Monday, April 19, 2021 at 10:00 AM.

Dawn Quirple, Secretary

Ad Date: 04/12/21

Post

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## **INTRODUCTION**

Middletown Township is soliciting proposals from interested and qualified parties to enter in to a contract for cleaning services for the Middletown Municipal Center Administration and Police Department offices and common areas, and the Department of Public Works offices and common areas.

The contract shall begin upon notice of the award of the bid and start date and will terminate on December 31, 2022, with up to three (3) one-year options to renew. Changes may be made, after the first year of the contract, as to the frequency of some services performed based upon the status of the COVID-19 pandemic.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the Specifications listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

The Bid Form, signature page and all documents requiring action or supply of additional information are required to create a valid bid. Incomplete bids may be disqualified at the discretion of the Township.

## **INSTRUCTIONS TO BIDDERS**

1. Middletown Township will accept bids either by mail or in person at 3 Municipal Way, Langhorne, PA 19047. Bids must be received or delivered no later than 11:00 AM on May 11, 2021.
2. A mandatory pre-bid meeting will be held in the Public Hall at the Municipal Center, 3 Municipal Way, Langhorne, PA 19047 on Monday, April 19, 2021 at 10:00 AM. Bidders will be required to sign in and provide a valid email address.
3. All bids must be made upon the Bid Form provided and must be signed by the bidder; proprietor if the bidder is a sole proprietor; an authorized partner if the bidder is a partnership; or by an authorized corporate officer, if the bidder is a corporation.
4. Each bid shall have attached thereto the Instructions to Bidders, the Scope of Work, Detailed Specifications, the Bid Form, References, Vendor Information, Signature Page, Contractor Insurance Requirement, Workmen's Compensation Act Affidavit, Non-Collusion Affidavit, Hold Harmless Agreement, and the Waiver of Right to File a Mechanic's Lien, all of which shall be a part of the bidder's bid.
5. Three (3) complete sets of Bids shall be placed in a sealed envelope labeled "Proposal Enclosed – Township Cleaning Services", marked with the bidder's name, address, telephone number, fax number, and addressed to Middletown Township.
6. Any bid may be withdrawn by the bidder after receipt of the bid by Middletown Township if a written request is received by Middletown Township prior to the time specified for the opening of the bids.
7. Any bid received after the time specified for the receipt of bids will be returned to the bidder unopened and will not be considered.
8. Should a bidder note discrepancies, omissions or ambiguities in the Scope of Work during the mandatory pre-bid meeting, the bidder shall make such items known before the conclusion of the meeting. If necessary, a written addendum shall be emailed to all Bidders clarifying the matter.
9. Prior to the time established for the receipt of bids, addenda may be sent to prospective bidders, giving notification of additions or alterations to the Bid Documents. Such additions or alterations shall be included by each bidder in the computation of amounts to be inserted in the bid thereof and which addenda shall be incorporated into the Bid Documents.
10. It shall be the duty of each bidder to ascertain what addenda, if any, have been promulgated which may affect the bid of such prospective bidder.
11. All blank spaces in the Bid Form shall be completed. All amounts stated in the bid shall be expressed both in writing and in figures. In the event of any discrepancies between written expression and the numerical expression of any amount, the statement of the amount in words shall govern.
12. Erasures or changes made by the bidder in the completion of the Bid Form shall be

explained or noted appropriately over the signature of the bidder. Bids which are incomplete, obscure or which have erasures or irregularities of any kind may be rejected.

13. Bidders shall include descriptive information and certificates along with the bid to document compliance with the terms of the Scope of Work.
14. Middletown Township is not subject to Federal or State taxes. Bids shall not include these taxes.
15. The bidder shall bear sole responsibility for the performance of the total contract and shall not assign or subcontract any portion of the contract without first obtaining the written consent of the Middletown Township, which consent may be withheld by Middletown Township in the exercise of its sole discretion
16. After award of the contract, Middletown Township, without invalidating the contract, may order additional work or make changes by altering, adding to or deducting from the work, and the contract sum being adjusted based upon the unit bid price.
17. Bidders are required to present with their bid proper evidence of experience, qualifications, financial responsibility and other capabilities as specified to complete the work required.
18. Failure to fulfill any requirement contained in the Bid Documents and any Addenda shall be sufficient to reject a bidder's bid.
19. Middletown Township reserves the right to reject any or all bids.
20. The successful bidder must enter into a written agreement with Middletown Township for the contract, which agreement shall be acceptable in form and substance to the Township's Solicitor. The said written contract shall provide, among other things, and not in limitation thereof, that the successful bidder shall indemnify, defend, and hold Middletown harmless of, from and against all claims, demands, fines, actions and judgments of every nature in connection with or in any manner arising out of the performance of or responsibility to perform the contract by the successful bidder, its directors, officers, employees, servants, workmen, agents, contractors, and each of their heirs, personal representatives, successors and assigns.
21. Contractor hereby authorizes the Middletown Township Police Department to conduct a background investigation of Contractor including but not limited to a criminal record check of Contractor and any of Contractor's employees who will be performing cleaning services or have access to Township locations hereunder. Contractor agrees to supply the Township with a list of employees that will regularly be onsite and will promptly advise of any staffing changes. Staffing changes must be cleared by the Middletown Township Police Department before commencing work on Township property.
22. Contractor hereby authorizes and consents to the release of information and records bearing on Contractor and Contractor's employees personal history, arrests and

convictions (if any), work history, workmanship, business practices, and business ethics to a duly authorized representative of the Middletown Township Police Department, Township Manager, Township Solicitor, and Board of Supervisors. This authorization includes permission to obtain copies and abstracts of records and information regarding Contractor's and Contractor's employee's background. This authorization is valid upon award of the contract and will continue throughout the contract term and any renewals and/or extensions. Upon request, a copy of this signed statement may be furnished to any person organization, corporation, or government agency furnishing such background information.

23. Contractor hereby agrees to release and to save, protect, defend, indemnify, and forever hold harmless Middletown Township and any and all of the Township's agents, servants, and employees from any and all liability (including attorney's fees and costs) to them, third parties, or their property or claims of liability, arising out of, involving, or in any way connected with the release of information in connection with the background investigation, (regardless of whether the liability or claim of liability against Middletown Township in any suit or action brought on account of such claim of liability or any verdict or judgment entered in any such suit or action on account of any liability or claim of liability of Middletown Township, be, or alleged to be, due to, or on account of, any negligence of Middletown Township or any of its agents, servants, and employees.

**CLEANING SERVICES BID**  
**Scope of Work**

Furnish all necessary equipment, cleaning supplies and labor necessary to provide cleaning services for Middletown Township Buildings as described below.

The Township shall supply all trash bags, paper goods and hand soap.

**Middletown Township Police Department**

5 Municipal Way, Langhorne, PA 19047

**Provide the following services, TWICE per WEEK:**

- Clean the gym, including the mirrors, sanitize surfaces, vacuum gym floor, mop gym floor.
- Sanitize and clean both the men's and women's locker rooms and bathrooms, restock soaps, paper products, remove trash. sweep and mop floors, clean and disinfect all toilets and urinals, and clean all sinks and countertops.
- Trash removal/replacement of liners in all trash receptacles; take all trash and recyclables out to the dumpster.
- Clean all surfaces, dust, and wet mop in the following areas:
  - Briefing Room
  - Police Patrol Computer Room
  - CSO Room
  - Outer Offices and rooms in Gun Range area
  - Kitchen/Break Room
- Clean all surfaces, dust, and vacuum in the Sergeants Office.
- Clean all surfaces, sanitize and wet mop booking room, holding room, and cell block.
- Sweep and wet mop all hallways, stairways and all tile floors with non-irritating cleaning solution.
- Clean, disinfect and wet mop all surfaces, including glass surfaces, in the police lobby.
- Spray and disinfect all surfaces including desktops, tables, shelves; dust all TV screens.



- Clean all surfaces, dust, disinfect and vacuum all Police Department Administrative Offices, Interview Rooms, Records Room and office located therein.
- Clean and sanitize all glass doors, elevator buttons, and light switches; clean inside of the elevator. Wipe door handles.
- Refill all paper towel, toilet paper, soap, and hand sanitizer dispensers.
- Clean and disinfect all water fountains.
- Clean and disinfect all surfaces, sweep and wet mop kitchen/breakroom. Wipe tables and chairs.
- Clean all walls of splashes and footprints

**Provide the following services, at minimum, ONCE per MONTH:**

- Dust and clean the tops of all lockers in the men's locker room, women's locker room and sergeant's office.
- Clean, disinfect, and wet mop the shower stalls in the men's and women's locker rooms.
- Clean the inside of all refrigerators and wipe down exteriors.
- Clean all surfaces, sweep, and wet mop the evidence room in the basement.

**Middletown Township Administration**

3 Municipal Way, Langhorne, PA 19047

**Provide the following services, ONCE per WEEK:**

- Sanitize and clean all men's and women's bathrooms, restock soaps, paper products, remove trash. Sweep and mop floors, clean and disinfect all toilets and urinals, and clean all sinks and countertops.
- Trash removal/replacement of liners in all trash receptacles, take all trash and recyclables out to the dumpster.

- Clean all surfaces, dust, and vacuum in the following areas:
  - Manager's Office Suite
  - Finance Office Suite and Conference Room
  - File/Conference Room
  - IT Office
  - Special Projects Manager Office
  - Fire Marshal Office Suite
  - Parks & Recreation Office Suite
  - Building & Zoning Office Suite and Conference Room
- Spray and disinfect all surfaces including desktops, tables, shelves; dust all TV screens.
- Clean and disinfect all surfaces, sweep and wet mop floors in first floor and second floor kitchens/breakrooms. Wipe tables and chairs.
- Clean all surfaces, sweep and wet mop all common areas with tile floors on the first and second floors.
- Sweep and wet mop all hallways, stairways and all tile floors with non-irritating cleaning solution.
- Clean and sanitize all glass doors, elevator buttons, and light switches; clean inside of the elevator. Wipe door handles.
- Refill all paper towel, toilet paper, soap, and hand sanitizer dispensers.
- Vacuum and dust all surfaces in the Public Hall.
- Vacuum and dust all surfaces in the upstairs lobby conference rooms (Rooms 220/221).

**Provide the following services, ONCE per MONTH:**

- Wipe and sanitize all chairs, tabletops and dais in the Public Hall
- Wipe and sanitize all chairs and tabletops in the upstairs lobby conference rooms (Rooms 220/221)
- Clean the inside of all refrigerators and wipe down exteriors. Clean and disinfect all water fountains.
- Sweep and wet mop all tile floors in Basement common areas.
- Clean, disinfect, and wet mop the shower stall in the basement restroom.
- Clean and maintain Janitor's closets.

**Middletown Township Department of Public Works**

700 Veterans Highway, Levittown PA 19056

**Provide the following services, ONCE per WEEK:**

- Sanitize and clean all men's and women's bathrooms, restock soaps, paper products, remove trash. Sweep and mop floors, clean and disinfect all toilets and urinals, and clean all sinks and countertops.
- Trash removal/replacement of liners in all trash receptacles, take all trash and recyclables out to the dumpster.
- Clean all surfaces, dust, and vacuum in the following areas:
  - Superintendent's Office Suite
  - Forman/Supervisor's Office
  - Administrative Office area
  - Mechanic's Office
- Spray and disinfect all surfaces including desktops, tables, shelves; dust all TV screens.
- Clean and disinfect all surfaces, sweep and wet mop floors in first floor and second floor kitchens/breakrooms. Wipe tables and chairs.
- Clean all surfaces, sweep and wet mop all common areas with tile floors on the first and second floors.
- Sweep and wet mop all hallways, stairways and all tile floors with non-irritating cleaning solution.
- Vacuum carpeted areas.
- Clean and sanitize all glass doors and light switches. Wipe door handles.
- Refill all paper towel, toilet paper, soap, and hand sanitizer dispensers.
- Sweep and wet mop front door vestibule area.
- Clean and disinfect all surfaces, glass doors and service window in vestibule.

**Provide the following services, ONCE per MONTH:**

- Clean the inside of all refrigerators and wipe down exteriors.
- Clean and disinfect all water fountains.
- Dust and clean the tops of all lockers in the locker room.

**CLEANING SERVICES BID**  
**Detailed Specifications**

1. Prior to quoting all Contractors shall thoroughly familiarize themselves with the locations and buildings covered by this specification. A mandatory pre-bid tour of facilities will be held on Monday, April 19, 2021 at 10:00 a.m.
2. Billing shall occur monthly and invoices shall be submitted to the Township not later than the end of the first week of each month. The location, date, charge and type of maintenance service shall be itemized on each invoice.
3. The contract shall begin upon notice of the award of the bid and start date and will terminate on December 31, 2022, with up to three (3) one-year options to renew. Changes may be made, after the first year of the contract, as to the frequency of some services performed based upon the status of the COVID-19 pandemic.
4. Contract is on an as needed basis with Township solely determining the dates, times, and needs for all cleaning services. Township may at any time direct, limit or curtail any and all cleaning services. Township may for any reason terminate all cleaning services by giving Contractor thirty (30) days written notice thereof without further obligation on the part of Township.
5. The successful Contractor shall provide the Township with a certificate of insurance naming the Township as additional insured and certifying that Contractor is insured for the following risks in the following minimum policy amounts:
  - Workmen's Compensation Insurance  
\$100,000.00/each accident & \$500,000.00 aggregate
  - General Liability Insurance  
\$500,000.00 combined single limit Contractor's operations for bodily injury and property damage.
6. The successfully quoting Contractor shall provide the Township with the required Certificate or binder of insurance upon notification of award. Contractor shall continuously maintain such insurance during the term of the Agreement.
7. Contractor shall also provide the Township with a service Contractor's bond in the minimum amount of \$10,000.00 covering employee dishonesty and theft.
8. The Contractor shall save and hold harmless and indemnify the Township its agents and employees against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of Contractor.

9. Nothing in the above paragraphs shall be considered to preclude the Township from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss, or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Township property. The Contractor shall do nothing to prejudice the Township's right to recover against third parties for any loss, destruction of, or damage to Township property and upon the request of the Township, shall furnish to the Township all reasonable assistance and cooperation in obtaining recovery.
10. Contractor shall provide Township with a complete list of chemicals and Material Safety Data Sheets for all chemicals to be utilized in the performance of the Agreement.
11. Contractor shall provide at least three references, Two of which should be from current clients. Municipal or public entities preferred.
12. This proposal and the prices listed on the BID FORM are valid for a period of ninety (90) days after the time fixed for submission of proposal, or from the time to which submission of proposals may be postponed.

## Attachment 1

### CONTRACTOR INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

#### General Liability

Comprehensive General Liability, including

Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors' Liability	

#### Automobile Liability

Comprehensive Automobile Liability	\$1,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

Automobile Physical Damage and/or  
Inland Marine (as appropriate)

Functional Replacement  
Cost New

#### Workers' Compensation & Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	\$500,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

*"This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to Township or its representative."*

Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:

*"The Township, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract."*

Prior to commencement or construction under this contract, contractor shall deliver to Township or its representative, insurance certificates confirming the existing of the insurance required by this contract. If contractor fails to maintain the aforementioned insurance, Township may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor.

Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractor(s) performance under this contract.

## Appendix B

### **NONDISCRIMINATION CLAUSE**

During the term of the contract, contractor agrees as follows:

A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

B. Contractor shall, in advertisements or request 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, ancestry, national origin, age, sex, or handicap.

C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor 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.

E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

G. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

H. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

I. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

J. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**Attachment A  
CLEANING SERVICES BID  
BID FORM**

This Bid is submitted to: Middletown Township  
3 Municipal Way  
Langhorne, PA 19037

The following bid and amendments, if any, is submitted in accordance with your public advertisement inviting bids for Township Buildings Cleaning Services. The undersigned has examined all Bid Documents listed and has made whatever investigation of locations and conditions it deems necessary.

**The undersigned hereby proposes and agrees to enter into and perform the Contract of which this Proposal is a part and will furnish all items and complete all work in strict accordance with the Specifications, Details and other contract Documents within for the lump sum price(s) listed below:**

**Municipal Building Cleaning – Police Department**

Cost per Week \_\_\_\_\_, \_\_\_\_\_  
(written in words) (written in figures)

Estimated Total Price \_\_\_\_\_ x 52 \_\_\_\_\_ = \_\_\_\_\_  
(cost per week) (number of weeks)

**Municipal Building Cleaning – Administration**

Cost per Week \_\_\_\_\_, \_\_\_\_\_  
(written in words) (written in figures)

Estimated Total Price \_\_\_\_\_ x 52 \_\_\_\_\_ = \_\_\_\_\_  
(cost per week) (number of weeks)

**Public Works Building Cleaning**

Cost per Week \_\_\_\_\_, \_\_\_\_\_  
(written in words) (written in figures)

Estimated Total Price \_\_\_\_\_ x 52 \_\_\_\_\_ = \_\_\_\_\_  
(cost per week) (number of week)



**Attachment B  
CLEANING SERVICES BID  
BID FORM**

**OPTIONAL**

**Additional Services:**

The following optional items may be performed upon request during the contract term. Completion of this form is optional and not required for consideration of the award for cleaning services at the time of the bid.

**Municipal Center – Police side:**

Scrub & Polish all hard surface floors: \_\_\_\_\_ (per Occurrence or per square foot – indicate which)

Shampoo all carpeted floors: \_\_\_\_\_ ((per Occurrence or per square foot – indicate which)

Wash windows (inside and outside) \_\_\_\_\_ (per Occurrence or per square foot or per window – indicate which)

**Municipal Center – Administrative side:**

Scrub & Polish all hard surface floors: \_\_\_\_\_ (per Occurrence or per square foot – indicate which)

Shampoo all carpeted floors: \_\_\_\_\_ (per Occurrence or per square foot – indicate which)

Wash windows (inside and outside) \_\_\_\_\_ (per Occurrence or per square foot or per window – indicate which)

**Public Works Building:**

Scrub & Polish all hard surface floors: \_\_\_\_\_ (per Occurrence or per square foot – indicate which)

Shampoo all carpeted floors: \_\_\_\_\_ (per Occurrence or per square foot – indicate which)

Wash windows (inside and outside) \_\_\_\_\_ (per Occurrence or per square foot or per window– indicate which)

**Attachment C**  
**CLEANING SERVICES BID**  
**REFERENCES**

Provide three (3) references and contact information below. At least two (2) references must be from current clients. The Township reserves the right to contact references other than, and/or in addition to, those being furnished below:

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

EMAIL: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

EMAIL: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Attachment D**  
**CLEANING SERVICES BID**  
**VENDOR INFORMATION**

Complete the appropriate section below:

**Corporation:**

\_\_\_\_\_ is a Corporation

organized under the laws of \_\_\_\_\_

The officers of \_\_\_\_\_ are:

\_\_\_\_\_, President \_\_\_\_\_, Vice  
President

\_\_\_\_\_, Secretary \_\_\_\_\_,  
Treasurer

ATTACH CERTIFIED COPY OF INCUMBENCY CERTIFICATE AND RESOLUTION  
AUTHORIZING OFFICER TO SIGN BID DOCUMENTS.

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Signature of authorized corporate officer: \_\_\_\_\_

**Partnership:**

\_\_\_\_\_ is a partnership trading and doing business

under this firm name \_\_\_\_\_.

The partners of this firm are:

\_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_

Signature of authorized partner: \_\_\_\_\_

**Individual:**

\_\_\_\_\_ is an individual

doing business under the name of \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_

Signature of sole proprietor: \_\_\_\_\_

**Attachment E**  
**CLEANING SERVICES BID**  
**SIGNATURE PAGE**

We, \_\_\_\_\_,

*(Company Name)*

of, \_\_\_\_\_,

*(Business Address)*

the undersigned, having fully examined the sites and all conditions affecting the Work, and having carefully read and examined the Request for Proposal (RFP) Documents and Forms, hereby offers to Middletown Township to execute all Work for Cleaning Services in accordance with the RFP Documents, at the place, price and in a manner set out therein.

Signatures: Signed and submitted by:

\_\_\_\_\_  
*(Signature of person authorized to sign this RFP)*

\_\_\_\_\_  
*(Print name of person authorized to sign this RFP)*

\_\_\_\_\_  
*(Signature of Witness)*

Name of person to contact regarding this RFP:

\_\_\_\_\_

Telephone # \_\_\_\_\_

EMAIL: \_\_\_\_\_



**Attachment G**

**NONCOLLUSION AFFIDAVIT**

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (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(s) 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 the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) 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 contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive 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 noncompetitive bid.

5. \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, and  
(NAME OF FIRM)

employees are not currently under investigation by any governmental agency and have not in the last four 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 \_\_\_\_\_ understands and acknowledges that the  
(NAME OF FIRM)

above representations are material and important, and will be relied on by Middletown Township in awarding the contract(s) 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 Middletown Township of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(SIGNATURE)

Sworn to and Subscribed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_

## INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., §1611 et seq., Governmental agencies may require Noncollusion Affidavits to be submitted together with bids.
2. This Noncollusion 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 preparations, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, 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 higher than the bid of another firm, any intentionally high or noncompetitive 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 will result in disqualification of the bid.



**Attachment G**

**HOLD HARMLESS CLAUSE**

The contractor shall indemnify and save harmless the Township of Middletown from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought against or recoverable from the Township of Middletown by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the Township of Middletown in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the Township of Middletown of any dangerous condition requiring the Township of Middletown action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the Township of Middletown that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

ATTEST:

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLEASE PRINT NAME

**Attachment I**

**WAIVER OF RIGHT TO FILE MECHANIC'S LIEN**

WHEREAS, \_\_\_\_\_  
CONTRACTOR NAME & ADDRESS

\_\_\_\_\_

has entered into an agreement with the Township of Middletown, County of Bucks, Commonwealth of Pennsylvania, for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TMP #22-

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as a part of the said contract and for consideration therein set forth that neither the undersigned contractor, and subcontractor of material man, nor any other person furnishing labor or materials to said contractor under this contract, shall field a lien, commonly called a Mechanic's Lien, for work done or materials furnished to the said project or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of §402 of the Mechanic's Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_ NAME OF FIRM

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ WITNESS