

**REQUEST FOR PROPOSALS,
PROPOSAL FORMS
&
SPECIFICATIONS
FOR**

DANIEL BOONE AREA SCHOOL DISTRICT

DISTRICT-WIDE MAINTENANCE SERVICES

**Sealed proposals are due electronically to Stephen.Biggerstaff@dboone.org by or before
10:00 A.M. on Thursday, April 23, 2020.**

Dated: April 2, 2020

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INVITATION TO SUBMIT PROPOSAL

The Board of School Directors for the Daniel Boone Area School District will receive proposals for the following:

CONTRACTED MAINTENANCE SERVICES AT THE FOLLOWING LOCATIONS

DBASD (former District Administration Office) - As needed 2144 Weavertown Road Douglassville, PA 19518	Daniel Boone Area High School 501 Chestnut Street Birdsboro, PA 19508
Daniel Boone Area Middle School 1845 Weavertown Road Douglassville, PA 19518	Daniel Boone Area Intermediate Center 200 Boone Drive Douglassville, PA 19518
DBASD (former Birdsboro Elementary Center) - As needed 400 W. Second Street Birdsboro, PA 19508	Daniel Boone Area Primary Center 576 Monocacy Creek Rd. Birdsboro, PA 19508

Interested Proposers will be given an opportunity to visit the building sites upon their request.

Direct any inquiries to Mr. Stephen Biggerstaff, Facilities and Contracted Services at stephen.biggerstaff@dboone.org (610) 582-6140.

Proposals shall be electronically sent to:

Stephen.biggerstaff@dboone.org

Subject line:

2020 Request for Proposal – Maintenance Services

Proposals will be evaluated and a presentation to the BOD will be expected on **April 27, 2020**, electronically at the regular scheduled board meeting. Late proposals will be rejected.

Proposals must be submitted on forms included in the proposal documents and must be accompanied by Proposal Security and Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the proposal documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the District and may not be withdrawn prior to May 30, 2020. The District reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

END OF DOCUMENT

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL DOCUMENT AVAILABILITY; SITE VISIT; PRE-PROPOSAL MEETING

A. The Proposal Documents have been prepared by the District Office of the Daniel Boone Area School District located at 501 Chestnut St, Door 22, Birdsboro, PA 19508. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete. Notify the School District Office should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be sent electronically to Stephen.Biggerstaff@dboone.org and be received by no later than 4:00 p.m. on April 17, 2020. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposer in preparing their Proposals. The last Addenda shall be forwarded to all known Proposers no later than 4:00 p.m. on April 20, 2020.

C. Site Visit. Interested Proposers will be given an opportunity to visit the building sites upon their request.

2. DEFINITIONS

A. Proposal Documents: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, form of Proposal Bond, form of Non-Collusion Affidavit, form of Performance Bond, form of Agreement, and other sample proposal and contract forms.

B. Proposer: Person or entity submitting a Proposal.

C. Proposal Sum: Monetary sum identified by Proposer in Proposal form.

D. Contract Documents: Proposal Documents, Performance Bond, Form of Agreement between School District and Contractor (hereinafter "Agreement"), Specifications, Appendices, District Map (if any) and all Addenda issued prior to Proposal opening.

E. Contractor: Successful Proposer, i.e., Proposer to whom contract is awarded.

F. Project: District-Wide Maintenance Services.

G. School District: Daniel Boone Area School District, its agents, employees and/or authorized representative.

3. TERM OF SERVICES

The Contract will commence on July 1, 2020 and continue for 3 years, ending June 30, 2023. The Contract will be re-evaluated annually at the end of each fiscal year. If the School District is not satisfied with the performance of the Contractor, then the Contract will be terminated at that time, or, at such earlier time as provided for in the Agreement. See Section 26 of these Instructions to Proposers regarding a possible delayed start to the Contract.

The School District shall have the option, in its sole and absolute discretion, to renew the Contract for up to three (3) additional years (the “Renewal Periods”) on a year-to-year basis, subject to the written approval of the School District’s Board of Directors. The compensation payable to the Contractor for the Renewal Periods shall be determined by increasing the rate of compensation payable during the expiring contract year equivalent to the Act 1 Index; provided, however, that in no event shall compensation payable to the Contractor increase by more than three percent (3%) in any given year. The Act 1 Index is published annually in September for the subsequent school year by the Pennsylvania Department of Education. In the event that the Act 1 Index exceeds three percent (3%), Contractor’s compensation increase shall nevertheless be capped at three percent (3%). Nothing in this Contract requires the School District to negotiate for a renewal and Contractor has no expectation of a contract beyond the Initial Term.

4. PREPARATION AND SUBMISSION OF PROPOSALS

A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received electronically by the School District at the address designated in the Invitation for Proposals, prior to the time designated in the Invitation for Proposals for Proposal opening. Proposals received after the time advertised for Proposal opening shall be returned to Proposer unopened.

B. Proposals shall be prepared and submitted on forms furnished by the School District. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum.

C. A final determination on the Contract award will be made by the Board of School Directors no later than May 30, 2020, therefore Proposals will remain firm and non-withdrawable until May 30, 2020, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the School District Office that the Proposal has been withdrawn.

D. The Proposal Form shall be signed in accordance with the following:

(1) If the Proposer is an individual, the Proposal shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

(2) If the Proposer is a partnership, the Proposal Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Proposer is a corporation, the Proposal Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.

(4) If the Proposer is a joint venture, each party of the joint venture shall execute the Proposal Form under their respective seals in a manner appropriate to such party as described above.

E. Proposal Security. Proposals shall be accompanied by Proposal Security in the form of a certified check, bank cashier's check, trust company treasurer's check, or Proposal Bond prepared on the form contained in the Proposal Documents. If the Proposal Security is in the form of a Proposal Bond, it shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Proposal. The Proposal Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Proposal Security shall name as payee or obligee, as appropriate, the School District, and shall be in an amount not less than 10% of the Proposal Sum for the first year of the Contract (July 1, 2020, to June 30, 2021). With the exception of the Proposal Security accompanying the proposal of the successful Proposer, all Proposal Security in the form of checks shall be returned to Proposer on or after June 15, 2020. Proposal Security in the form of Proposal Bonds will be returned upon Proposer's request on or after June 15, 2020. Proposal security accompanying the successful proposal will be returned upon submission and approval of the required Payment and Performance Bonds, certificates of insurance, and Agreement by the successful Proposer to the School District. The School District may declare the Proposal Security forfeited to the School District if, following the issuance of a Notice of Intent to Award to the Proposer, such Proposer fails to deliver the items required in the Instructions to Proposer within ten (10) days thereafter.

F. **INTENTIONALLY OMITTED.**

G. Addenda. Prior to the opening of Proposals, Proposer may be furnished bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract. Failure of the Proposer to acknowledge any/all Addenda on his Proposal may be sufficient cause for rejection of his Proposal. The School District intends that all proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a proposer shall be effective unless confirmed by an addendum to this RFP, or in the Proposal.

H. References. It is the School District's position that only a Contractor, who has demonstrated the ability to successfully deliver maintenance services to an educational facility similar in size and configuration to the School District, can deliver service at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of "acceptable performance."

Each proposer shall submit as part of its Proposal:

- All current Maintenance Services Contracts in PA and NJ, to a maximum of twenty-five (25). Educational facility contracts preferred.
- All Maintenance Services Contracts in PA and NJ that have expired or been terminated in the past three (3) years. Preferably educational facilities.

All references to be complete with name, contact individual, location, phone number, and type of facility.

I. Financial Statements. Proposer shall submit a copy of its financial statements with its Proposal.

J. Finality of Decision. Any decision made by the School District, including the Contractor selection, shall be final.

K. Release of Claims. Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

L. Proposer Bears Proposal Costs. A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

M. Disclosure of Proposal Content. The School District adheres to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, when responding to requests for public records. Additionally, the laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. The School District reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the normal course of business. Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information may or may not be considered proprietary. The Contractor's entire Proposal shall not be considered proprietary. Proposals will be disclosed by the School District for collective bargaining purposes.

N. Exceptions to RFP. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions this RFP cannot be met.

The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor's Proposal and those exceptions are expressly accepted by the School District and expressly incorporated into the Agreement in writing.

O. Oral Interview. The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor's Proposal.

5. INTENTIONALLY OMITTED.

6. MODIFICATION AND WITHDRAWAL

A. Proposals may not be modified after submittal.

B. Proposals may be withdrawn after submittal, provided Proposer makes his request to withdraw in writing and the request is received prior to the time specified for Proposal opening.

C. Negligence by Proposer in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

7. OPENING OF PROPOSALS

Proposals will be publicly opened (via virtual meeting) and read on the date, at the location, and commencing at the time stated in the Invitation to Submit Proposals. Proposer or their authorized agents may be present at Proposal opening.

8. QUALIFICATIONS

A. Prior to the award of contract, School District may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business.

B. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that his company has never been defaulted on any public contract. Proposer shall agree that any problem identified by the School District shall be remedied within forty-eight (48) hours.

9. COLLUSIVE PROPOSALS

More than one Proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposer. Participants in such collusion will not be considered in future Proposals. Proposer shall submit with their Proposals, a Non-Collusion Affidavit in the form contained in the Proposal Documents.

10. RESERVATION OF RIGHTS

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low proposer). The School District reserves the right to request additional information from any or all Proposers.

11. PROPOSAL REJECTION

The School District reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the School District's best interest. The School District reserves the right to reject a Proposer if the Proposer is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

12. CONTRACT

A. A final determination on the Contract award will be made by the Board of Directors no later than May 30, 2020, unless this time is extended by the mutual consent of the successful Proposer and the School District.

B. The School District will notify the selected Proposer of the School Districts intent to accept his Proposal and to make a formal award of contract to him by a Notice of Intent to Award. The School District will include with the Notice of Intent to Award the Agreement to be signed by the successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Proposer shall furnish (1) a Performance Bond on the form provided in the Proposal Documents, in the amount required pursuant to Section 13 of the Instructions to Proposers; (2) Certificates of Insurance as required pursuant to Section 16 of the Instructions to Proposer; and (3) the signed Agreement. The Performance Bond, Insurance Certificates, and Agreement shall be submitted to the School District's District Office within the required time period.

C. The Contract Documents form the Contract.

D. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Performance Bond and Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Proposer and the School District may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the School District the difference between the amounts of his Proposal and any higher amount for which the School District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Proposal Security of such defaulting Proposer shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Proposal Security, the defaulting Proposer shall pay to the School District the full amount of the excess. The School District may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer. Such request of Proposer, if accepted by School District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date

stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the School District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

13. PERFORMANCE BOND

A. Within ten (10) days after receipt of Notice of Intent to Award, the Contractor shall furnish to the School District a Performance Bond in the amount of one hundred percent (100%) of the contract price for the first year of the Contract (July 1, 2020 to June 30, 2021). Thereafter, the Contractor must furnish annually to the School District a Performance Bond in the amount of the contract price for the current contract year. The Performance Bond shall be issued on the form attached to this RFP, or such other form as is acceptable to the School District in its sole and absolute discretion. The Performance Bond shall be issued by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the Commonwealth of Pennsylvania and must be approved by the School District. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the Commonwealth of Pennsylvania. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this Paragraph, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. A new Performance Bond must be submitted annually to the School District, not later than thirty (30) days before the commencement of the next fiscal school year of the Contract. The cost of the bond furnished hereunder shall be included in the Contract pricing.

B. If Contractor's surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the School District is insolvent, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety satisfactory to the School District.

14. INSURANCE

All Contractors doing work for the School District shall carry such liability insurance as set forth below to fully protect the School District from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. No work shall be started until the School District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the School District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that

the policy will not be changed, cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to the School District. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the Daniel Boone Area School District prior to the start of the Contract and prior to July 1st of each subsequent fiscal school year of the Contract. The certificates of such insurances shall carry an endorsement that the Insurance Company will defend the School District as a party in the event the School District becomes a party to litigation as a result of the activities or negligence of the Contractor, sub-contractor, or any direct or indirect employee of same under the terms of the Contract for injuries to property or person. Insurance shall be provided by a carrier that has a Best Rating of not less than A, VIII. The limits of liability shall be no less than:

Policy	Minimum Limits
(a) Workers Compensation Employer's Liability Insurance	Statutory \$1,000,000.00 each accident \$1,000,000.00 disease each employee \$1,000,000.00 disease policy limit
(b) Comprehensive General Liability Bodily Injury and property damage	\$2,000,000 each occurrence \$2,000,000 aggregate
Products/Completed Operations	\$1,000,000
Fire Damage	\$1,000,000
Personal & Advertising Injury	\$1,000,000
(c) Automobile Liability Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each occurrence
(d) Umbrella Liability	\$5,000,000 aggregate

General liability coverage shall be provided by a commercial general liability policy on an occurrence basis. The policy effective date shall predate the Contract. The termination date of the policy shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover all automobiles, including owned automobiles; non-owned, leased, hired, or rented automobiles; employers' non-ownership liability; medical payments; and uninsured motorists. This coverage extends to all trucks and motorized equipment.

15. FAMILIARITY WITH PROPOSED WORK

The Contract is entered into by the School District with the understanding that the Contractor, prior to submission of his Proposal, acquainted itself with the requirements of all Instructions to Proposer, Specifications, and other Proposal Documents, and that it has obtained all necessary information for completion of the work during the term of the Contract. Upon execution of the Contract, the Contractor waives any and all claims based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract. The Contractor

shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

16. MSDS SHEETS; RIGHT TO KNOW ACT

Each Proposer using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products. The successful Proposer/Contractor shall comply with all other terms and conditions of the Pennsylvania Workers and Community Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

17. HUMAN RELATIONS ACT

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. Contractor does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

18. DISCRIMINATION PROHIBITED

According to Section 62 Pa. C.S. § 3701, the Contractor agrees that:

A. In the hiring of employees for the performance of work under the Contract, or any sub-contract, the Contractor, any subcontractor, or any person acting on behalf of the Contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

C. The Contract may be canceled or terminated by the School District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

19. ACT 34 CRIMINAL BACKGROUND CHECKS

Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, 24 P.S. Section 1-111, as the same has been and may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the School District site, pursuant to work contemplated in the Contract, (a) a report of criminal history record information from the Pennsylvania State Police or a statement

from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person, (b) a report of federal criminal history record information from the Federal Bureau of Investigation, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education's standardized form, reporting any arrest or conviction for an enumerated offense. Contractor shall produce the original documentation for each prospective employee or independent contractor of such Contractor prior to employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the School District with the above-referenced criminal history record information for said prospective employee or independent contractor. As required pursuant to § 1-111, Contractor shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for an enumerated offense with 72 hours after an arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor's sole cost and expense.

20. CHILD PROTECTIVE SERVICES BACKGROUND CHECKS

Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the School District site(s), pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act, as the same has been or may be amended from time to time. Contractor shall not allow any employees, prospective employees, or independent contractors on the job site prior to providing the School District with the above-referenced clearance statement for the employees, prospective employees, or independent contractors. Contractor shall comply with all amendments to this Act at Contractor's sole cost and expense. Contractor shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.

21. EMPLOYMENT HISTORY REVIEW.

In addition to fulfilling the requirements of § 1-111 of the School Code, the Contractor shall perform, either at the time of initial hiring of an employee or independent contractor or prior to the assignment of an existing employee or independent contractor to perform work at a School District site, an employment history review as required by § 1-111.1 of the School Code, 24 P.S. § 1-111.1. Contractor shall maintain records documenting employment history reviews for all employees and independent contractors as required herein and shall provide the School District access to said records. Contractor shall comply with § 1-111.1, and any and all amendments thereto at Contractor's sole cost and expense.

22. WAIVER OF CONSEQUENTIAL DAMAGES

Contractor waives claims against the School District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the services provided to the School District.

23. FEES, PERMITS, AND CERTIFICATIONS

Contractor, its employees and agents shall secure and maintain, at its sole cost and expense, all necessary permits, licenses, and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

24. TAXES

Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

25. ALL APPLICABLE LAWS, STATUTES, REGULATIONS, AND STANDARDS

A. Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, codes, and standards, including industry standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

B. The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools and on its properties, including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes, or amendments to the School District's policies, the Contractor shall comply with all such revised, changed, or amended laws, rules, ordinances, regulations, or policies, at no additional cost to the School District.

C. All services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

26. START OF WORK

Unless otherwise provided in the Agreement, the Contractor shall provide services commencing on July 1, 2020.

Notwithstanding the foregoing, due to the current disaster emergency declared by Governor Wolf by Proclamation dated March 6, 2020 and possible extension of the related Executive Order closing schools, the School District recognizes actual commencement may not begin on July 1, 2020. Please provide pricing as requested beginning July 1, 2020. However, please be advised that the School District will allow a minimum of 45 days from the date the School District's Board of Directors approves a contract until the Contractor will be expected to begin provision of services. The date that services will commence will be a date subsequent to the expiration of the 45 day period that is determined in close coordination with the Contractor and to be operationally appropriate based on the School District's calendar. Contractor's

compensation for a partial year of services will be pro-rated based on the number of months of services.

27. PAYMENT

Invoices received and approved by the School District, by the first of the month, will be paid within sixty (60) days. Contractor will be paid in accordance with the foregoing schedule, provided all services for which payment is requested have been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. Contractor shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g., the employee's name, position, and number of hours worked per week), and such other information reasonably requested by the School District to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the School District. If Contractor fails to provide the minimum number of hours required, the School District may deduct from Contractor's monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor's Proposal) for those hours not worked.

28. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the services as required, or any part thereof, or to replace any services which are rejected, then the School District is authorized and empowered to purchase materials, equipment, and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract, reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the School District. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the School District at law or in equity.

29. CLEAN-UP/DAMAGE TO PREMISES

A. Contractor shall keep the School District's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At completion of the services, Contractor shall remove from and about the premises (or properly store, if applicable), all waste materials, rubbish, Contractor's tools, equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided herein, the School District may do so, and the costs thereof shall be charged to the Contractor.

B. Contractor shall promptly remedy damage and loss to any school building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by Contractor.

30. WARRANTY

All services shall be guaranteed by Contractor against defects in performance, workmanship and materials. During the term, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the School District, by defective or inferior performance, workmanship or materials. Contractor shall re-perform all

rejected services. Contractor warrants that all services will be provided as described in the Contract with the School District. The foregoing warranties shall be in addition to, and not in limitation of any other warranties available to the School District under the Contract Documents or at law or in equity.

31. DELAY AND EXTENSIONS OF TIME

If Contractor is delayed at any time in the progress of the services by any act or neglect of the School District, its agents or employees, any separate Contractor employed by School District or by changes ordered in the services, labor disputes (excluding labor disputes involving Contractor's employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for completion of the services under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the services, notwithstanding whether such delays be avoidable or unavoidable.

32. GOVERNING LAW

A. The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. As between the School District and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The School District reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

33. CLAIMS AND DISPUTES

A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the provision of services.

34. WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute:

A. A waiver of all claims by the School District against Contractor other than those arising from liens, claims, security interests or encumbrances arising out of the Contract and unsettled; faulty or defective services; failure of Contractor to comply with the requirements of the Contract Documents; terms of any special guarantees required by the Contract Documents; or

any matters arising following such payment which were not within the reasonable contemplation of the School District when payment was made.

B. A waiver of all claims by Contractor against the School District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

C. It is understood and agreed that whether or not it is specifically so provided herein, any provision of the Contract, which, by its nature and effect, is required to be observed, kept, or performed by Contractor after termination or expiration of the Contract, shall survive termination or expiration of the Contract, and shall be and remain binding upon Contractor and for the benefit of the School District until fully performed, kept, or observed.

35. RIGHT TO CONTRACT WITH OTHERS

The School District reserves the right to contract with other maintenance providers and other service providers for additional services.

36. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, convey, encumber, subcontract, or otherwise transfer its rights or duties under the Contract, in whole or in part, without the prior written consent of the School District.

37. NON-APPROPRIATION OF FUNDS

The School District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the services described in the Contract, the School District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

38. PROPERTY DAMAGE

The Contractor shall be responsible for any damage to School District property, buildings, furniture, equipment, driveways, paving lawns, shrubbery, etc. which is created or caused by its activities, employees, agents, or subcontractors.

39. SUBMISSION OF DOCUMENTS

Services shall not be started before all bonds, insurance documents, background checks and child abuse clearance records have been received by the School District.

40. ENVIRONMENTAL INDEMNIFICATION

Throughout the term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and to the School District. A violation of applicable laws, rules, or regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from Contractor's failure to strictly comply with this Section 40 and all federal, state, and local laws, rules, and regulations governing the protection of the environment. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state, and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state, or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. Contractor's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

41. EMPLOYER PROGRAMS

Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the School District receives from the Contractor. It is the School District's position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering maintenance services at a level of effectiveness that will meet the School District's specifications. Therefore, each Proposer is to submit with proposal, and the successful Contractor is to maintain, formal programs for the following areas:

- Training/Retraining of maintenance service processes, all OSHA Compliant Safety Training and Documentation

- Employee Recruitment and Retention
- Substitute Employee Pool
- Substance Abuse Program

Failure to adhere to this requirement may be cause for rejection and/or termination of the Contract.

END OF DOCUMENT

PROPOSAL FORM

DISTRICT-WIDE MAINTENANCE SERVICES

Daniel Boone Area School District
501 Chestnut Street
Birdsboro, PA 19508
Attention: Stephen Biggerstaff

Date: _____

Ladies and Gentlemen:

PROPOSAL SUBMITTED BY:

(Name of Proposing Firm)

(Address)

Deliver unopened Proposals to place and person indicated in the Invitation to Submit Proposal. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Submit Proposal. Proposals will be opened and read at time and place indicated in the Invitation to Submit Proposal.

Ladies and Gentlemen:

Having carefully examined the Proposal Documents, including all specifications, the facilities, and all conditions affecting the work and services, the undersigned hereby proposes to perform and complete all work and services in strict accordance with the Proposal Documents and all Addenda (if any) as indicated below:

ADDENDUM NO. ____ DATED _____ ADDENDUM NO. ____ DATED _____
inclusive, for the following total annual fixed fee:

Maintenance Services	Fiscal Year 2020-21 Annual Fee	Fiscal Year 2021-22 Annual Fee	Fiscal Year 2022-23 Annual Fee
Total Annual Fee			

Hourly Rate \$_____ for regular 40 hour work week by General Building Technicians.

Hourly Rate \$_____ for regular 40 hour work week by Contractor Supervisor.

Hourly Rate \$_____ for overtime hours worked by General Building Technicians.

Hourly Rate \$_____ for overtime hours worked by Contractor Supervisor.

Hourly Rate \$_____ for weekend hours worked by General Building Technicians.

Hourly Rate \$_____ for weekend hours worked by Contractor Supervisor.

All dollar amounts are stated in United States Dollars.

My Proposal will remain firm for the period of time indicated in the Instructions to Proposer.

The services shall be provided during the term of the Contract, commencing on July 1, 2020.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the Proposer is an individual:

WITNESS:

_____ (SEAL)
Signature of Individual

Trading and doing business as:

(Address)

When the Proposer is a partnership (Name of Partners):

WITNESS:

_____ Name of Partnership

(Address)

_____ By:_____ (SEAL)

_____ By:_____ (SEAL)

_____ By:_____ (SEAL)

When the Proposer is a corporation

ATTEST:

_____ Name of Corporation

(Address)

_____ Secretary/Assistant Secretary By:_____ President/Vice President

(CORPORATE SEAL)

_____ is a corporation organized and existing under the laws of _____
_____ and has (has not) been granted a certificate of authority to do business in
the State of Pennsylvania.

NOTE: Submit copy of financial statements, schedule of wages and benefits, Proposal Security
and Non-Collusion Affidavit with Proposal.

END OF DOCUMENT

FORM OF PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the DANIEL BOONE AREA SCHOOL DISTRICT (hereinafter called the "Obligee"), as Obligee, in the sum of Dollars (\$_____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____.

WHEREAS, said Principal is herewith submitting to the Obligee a Proposal for **Maintenance Services** pursuant to specifications and other Proposal Documents, dated April 2, 2020 incorporated into said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said Proposal that such shall be accompanied by Proposal security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his Proposal by Obligee and within the period specified therefore in the proposal requirements, enter into a written agreement with the Obligee, in accordance with the Proposal as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the proposal requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted Proposal and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Proposal Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal) _____ (SEAL)
Witness: (Signature of Individual
Trading and doing business as:

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ (SEAL)

_____ (SEAL)

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Asst. Secretary)

By: _____
(Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety

(Name of Surety)

Witness or Attest:

**By: _____
Title

(CORPORATE SEAL)

**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 on behalf of the Surety.

END OF DOCUMENT

FORM OF NON-COLLUSION AFFIDAVIT

State of _____:

SS

County of _____:

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 Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, Proposer, or potential Proposer.
2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
4. The Proposal 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 Proposal.
5. _____, its affiliates, subsidiaries,
(Name of My Firm)
officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract except as follows:

I state that _____ understands
(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by the DANIEL BOONE AREA SCHOOL DISTRICT in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the DANIEL BOONE AREA SCHOOL DISTRICT of the true facts relating to the submission of Proposals for this contract.

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2020.

Notary Public

My Commission Expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Proposal rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of Proposals 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 of persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A Proposer’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding or proposing on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF DOCUMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound, jointly and severally, unto the DANIEL BOONE AREA SCHOOL DISTRICT, as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, said Principal has submitted to the Obligee a certain proposal to perform **Maintenance Services** for the Obligee, pursuant to Obligee’s Request for Proposals for District-Wide Maintenance Services (“RFP”), dated April 2, 2020 and other contract documents incorporated into said RFP by reference (collectively, the “Contract Documents”);

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

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

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the services in accordance with the Contract Documents and comply with all covenants, conditions, terms and requirements of the Contract at the time and in the manner provided in the Contract Documents, and if Principal shall not be in breach of any representations or warranties of Principal set forth in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses, and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the services to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the services in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

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

(Individual Principal)

WITNESS:

(Signature of Individual) (SEAL)

(print name of Individual)
Trading & doing business as

(Partnership Principal)

WITNESS:

By: _____ (SEAL)
Print Name: _____
Partner

By: _____ (SEAL)
Print Name: _____
Partner

By: _____ (SEAL)
Print Name: _____
Partner

(Corporate Principal)

ATTEST:

Print Name: _____
Title: Secretary (Assistant Secretary)

(Name of Corporation)

By: _____ (SEAL)
Print Name: _____
Title: President (Vice President) r

* * * * *

(Limited Liability Company)

WITNESS:

(Managing) Member

(Name of Corporation)

By: _____ (SEAL)
Print Name: _____
By: _____ (SEAL)
Print Name: _____
Member

By: _____ (SEAL)
Print Name: _____
Member

* * * * *

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____
(Attorney-in-fact)

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

END OF DOCUMENT

**FORM OF AGREEMENT BETWEEN DISTRICT AND CONTRACTOR
DANIEL BOONE AREA SCHOOL DISTRICT**

This contract (“Contract”) is entered into by and between the Daniel Boone Area School District, a public school district with administrative offices located at 501 Chestnut Street, Birdsboro, PA 19508 (hereinafter “District”) and _____, a _____ organized and existing under the laws of _____, with a principal place of business at _____ hereinafter known as “Contractor”).

WITNESSETH

WHEREAS, the District desires to enter into an agreement for maintenance services pursuant to the District’s Request for Proposals for District-Wide Maintenance Services, dated April 2, 2020.

WHEREAS, the District and Contractor agree that it shall be the primary obligation of the Contractor to operate its affairs so that the District will be assured of Contractor’s continuous and reliable service.

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

1. Term: The Contract will commence on July 1, 2020, and continue for 3 years, ending June 30, 2023, subject to the termination provisions set forth in the Contract. The continuation of this Contract is contingent upon satisfactory performance by the Contractor. If the performance of the service is not acceptable, this Contract may be terminated by the District at no additional cost to the District. The District shall be the sole determiner of the quality of service and whether it is satisfactory.
2. Description of Services: Contractor agrees to and shall furnish the contracted maintenance services in accordance with this Contract, Instructions to Proposer, Specifications and the Proposal submitted by Contractor (but excluding any exceptions to District’s RFP, unless expressly set forth in this Section 2 as being accepted by District). For purposes of clarity, the District and Contractor acknowledge and agree that the scope of services does not include any work that must be bid under § 7-751 of the Pennsylvania Public School Code or which requires the District to obtain quotes under § 7-751 of the Pennsylvania Public School Code.
3. Payment of Services: During the term of this Contract, Contractor shall invoice the District by the first working day of each month, an amount reflecting services performed during the previous month by Contractor (not to exceed 1/12 of the total annual fixed fee). Payment, net of any District expenses, shall be made by the District within sixty (60) days as set forth in the Instructions to Proposer. Payment shall only be rendered upon the successful submission of an invoice to the District by the Contractor no later than the first day of the month. All invoices must be submitted in accordance with the District’s instructions and must contain any or all information requested by the District. Invoices not submitted by the Contractor on or before the date as specified shall be carried by the Contractor until the next billing date at no additional cost to District. Contractor shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g. the employee’s name, position, and number of hours worked

per week) and such other information reasonably requested by the District to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the District. If Contractor fails to provide the minimum number of hours required, the District may deduct from Contractor's monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor's Proposal) for those hours not worked.

4. Insurance: Prior to the commencement of the services to be performed and throughout the entire term of this Contract, contractor shall maintain insurance of the type and in the amounts set forth in the Instructions to Proposer.

5. Assignment and Subcontracting: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of his right, title, or interest therein without the prior written consent of the District which consent may be withheld at the District's sole discretion. No subcontract shall be made with any other party for furnishing any of the services to be provided in accordance with this Contract without the prior written consent of the District, which consent may be withheld at the District's sole discretion.

6. Independent Contractor: Contractor understands that in performing this Contract, Contractor is acting in the capacity of an independent contractor, and the Contractor shall not be an agent, servant, partner nor employee of the District. Contractor shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Contractor in the performance of this Contract, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Contractor and/or any of Contractor's agents, servants, or employees. Contractor has no authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of the District, or to bind the District in any way whatsoever.

Contractor hereby agrees that the services to be performed under this Contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the subject matter of this Contract. Contractor shall be solely responsible for its acts during the performance of the services set forth in this Contract.

Contractor hereby agrees that in the performance of the services required under this Contract, Contractor has full and sole responsibility for compliance with all federal, state and local laws, regulations and ordinances.

7. Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they

may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the District.

Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, or employees of Contractor for any alleged negligence or condition caused or created, in whole or in part, by the District.

Contractor further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. Contractor shall be solely responsible, at Contractor's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of Contractor for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the District, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Contractor's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

8. Release: Contractor hereby releases the District, its directors, officers, agents, workers, servants and employees from any and all matter of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include, but not be limited to, personal injury and damage to personal property, resulting to the Contractor, its agents, servants, or employees in the performance of the services described in the Contract Documents

9. Termination Provisions; Partial Cancellation:

A. At any time during the term of this Contract, the District shall have the unilateral right to terminate Contractor for “cause” (as defined below) effective immediately upon notice to Contractor. For purposes of this Contract, “cause” shall mean:

i. Contractor breaches, neglects, or fails to diligently perform, to the satisfaction of the District, any or all of Contractor’s responsibilities under this Contract;

ii. Contractor commits an act of dishonesty or breach of trust, or acts in a manner adverse or injurious to the interest of the District;

iii. Contractor’s act or omission results in or is intended to result directly in gain to or personal enrichment of Contractor at the District’s expense;

iv. Contractor violates or breaches any of the provisions of this Contract;

v. Contractor or any of Contractor’s employees, agents, or servants are indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral turpitude; or

vi. Contractor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Contractor a petition for relief or other proceeding under Federal bankruptcy laws, state insolvency law, or is assessed, or administered in any type of creditor’s proceeding.

B. Notwithstanding anything contained in subsection A to the contrary, upon thirty (30) days written notice to Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination (whether for cause or convenience), Contractor shall cease operations as directed by the District in the notice; take actions necessary, or that the District may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all work satisfactorily performed prior to termination.

10. Entire Agreement, Caption, Counterparts and Modifications: This Contract, together with the documents incorporated by reference in Section 18 of this Contract, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all previous written or oral negotiations, commitments, agreements and writings. The captions in this Contract are for the convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties. This Contract may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument. This Contract may only be modified in writing and signed by all of the parties.

11. Governing Law, Jurisdiction and Venue: This Contract shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Jurisdiction and venue for any disputes arising in connection with this Contract shall lie solely with the Court of Common Pleas of Berks County, Pennsylvania. All parties hereto hereby submit themselves to the exclusive jurisdiction and agree to accept service of any court process, order, or other document by certified mail in lieu of personal service.

12. Notices: Any notice required to be given hereunder shall be given in writing, and shall be served in person, or deposited in the form of a written notice in the United States mail and sent by registered or certified mail with postage charges prepaid, or sent by national overnight delivery service, including, but not limited to, Federal Express or through an electronic delivery system, such as telex or fax, properly addressed and directed to the party to receive the same, at the following addresses or such other address as may hereafter be substituted therefore by notice in writing thereof:

If, to the District:

Daniel Boone Area School District
Attn: Stephen Biggerstaff, Facilities and
Contracted Services
501 Chestnut Street, Door 22
Birdsboro, PA 19508

With a copy to:

Brian E. Subers, Esquire
Fox Rothschild LLP
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422

If to the Contractor:

Notice shall be deemed given on the earlier of the date of receipt or the second business day after having been mailed in accordance with this Section.

13. Invalidity: The invalidity of any one or more of the words, phrases, sentences, Sections, or subsections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part thereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the works, phrases, sentences, sections, or subsections are found to invalid or unenforceable, this Contract shall be read as is if such offending provisions had not been inserted, and is such invalidity shall be caused by the length of

any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

14. Binding Effect: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Waiver: The waiver by a party of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or waiver of any obligation or condition herein contained. No covenant, term, obligation, or condition of this Contract shall be deemed to have been waived by the District, unless such waiver be in a written notice to Contractor executed by the District.

16. Construction: For purposes of this Contract, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

17. Remedies: The rights and remedies of the District contained herein shall not be exclusive and are in addition to any rights and remedies provided under the law or in equity.

18. Incorporation by Reference: The terms and conditions of the following documents, if checked, are hereby incorporated herein by reference and made a part thereof:

- a. Invitation to Submit Proposal _____
- b. Instructions to Proposer _____
- c. Proposal Documents _____
- d. Specifications (and appendices) _____
- e. Addenda _____
- f. Non-Collusion Affidavit _____
- g. Performance Bond _____
- h. Contractor's Proposal _____

(excluding any exceptions to the District's RFP, unless the District has expressly acknowledged and incorporated such exceptions in Section 2 above.)

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date first above written.

BOARD OF SCHOOL DIRECTORS OF
DANIEL BOONE AREA SCHOOL
DISTRICT

Attest: _____
Name: _____
Title: Board Secretary

By: _____
Name: _____
Title: Board President

Name of Contractor

Attest: _____
Name: _____
Title: Board Secretary

By: _____
Name: _____
Title: Board President

(CORPORATE SEAL)

END OF DOCUMENT

SPECIFICATIONS

I. GENERAL CONDITIONS:

1. Contractor shall supply all labor, supervision, supplies, equipment and vehicles necessary to complete the contract under these specifications, except for the supplies to be provided by the District, as noted below in Section I.21 of these General Conditions. Contractor shall ensure that all Contractor personnel operating a vehicle in the performance of services maintains a valid driver's license for the term of the contract.
2. Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the District receives from the Contractor. It is the District's position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering services at a level of effectiveness that will meet the District's specifications. Therefore, Contractor shall maintain formal programs for the following areas:
 - Training
 - Employee Recruitment and Retention
 - Substitute Employee Pool
 - Substance Abuse Program
3. All Contract personnel must wear, at all times: (1) the approved uniform and (2) the approved identification badge that will be charged to the Contractor. If identification (ID) badge is lost or stolen, District personnel department will be notified immediately and replacement ID badge will be reissued to Contractor's Personnel at a cost of \$10 per occurrence. No Contract personnel will be permitted to enter or remain on District property unless both conditions are met. All Contract personnel must be thoroughly reliable and of good moral character. Contractor agrees that the District shall have the right to request dismissal from service to the District any person who, in the opinion of the District, is not qualified or otherwise acceptable to fulfill the terms of the Contract, and the Contractor shall not unreasonably refuse such request.
4. The Contractor's personnel shall report directly to Contractor's Supervisor assigned to the District's Contract. Contractor's head personnel shall report to the District representative designated by the District on a regular basis (daily if needed) to allow for a thorough discussion of the scheduled activities and such other items that are included in the Contract.
5. As applicable to the services being provided, the District shall provide a set of interior keys to be issued to Contractor's personnel, which shall be stored in the designated key rack, and which shall never be taken from the building. Contractor's personnel will be provided with exterior/interior keys, if needed, for weekend activities. At no time shall copies be made of any keys issued. If the

District deems it necessary to rekey any locks due to inadequate key control/loss of issued keys by the Contractor's personnel, the cost will be deducted from the monthly payment. Keys shall not be traded between employees nor forwarded to new employees: the keys are to be returned to the District to be re-issued. There will be a \$50.00 charge for the replacement of any lost or stolen key. The District reserves the right to inventory the Contractor's keys at any time.

6. In District buildings that have alarm systems with security codes, the Contractor's personnel will be given a code to be used in that building, if necessary for the applicable services being provided. The Contractor will notify the District when a change of Contractor's personnel occurs. A new code will be issued by the District to the Contractor's personnel at a cost of \$35.00 per occurrence.
7. The Contractor shall provide the District with a list, updated regularly, of all personnel including the telephone numbers where each person may be reached at all times (pager/cellular phones numbers where applicable). In addition, the Contractor shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks," and FBI clearances for all current employees in the Business Manager's Office. Further, the Contractor shall maintain a complete roster of current employees in the District's Facilities Department.

The Contractor will comply with all provisions of Act 34 of 1985, Act 151 of 1994, and Act 114 of 2006, as the same have been or may be amended from time to time regarding background checks of prospective employees, and to provide to the District the criminal history record and employment history information required by the aforementioned Acts in advance of assigning any person to perform services under this Contract. All the Contractor's employees shall pass a satisfactory background clearance and employment history review as set forth in Sections 1-111 and 1-111.1 of the Public School Code of 1949, and Act 151, Child Abuse Clearance Check, as the same has been or may be amended from time to time. The failure to comply with Act 34, Act 151, Act 159, PA Worker & Community Right to Know, Act 114, or any other federal, state, or local law, regulation or ordinance applicable to personnel or labor requirements shall constitute a breach by Contractor of this Contract. The District reserves the right to review and/or audit background checks/clearances for all employees of the Contractor.

8. The Contractor shall notify the District immediately of conditions which will limit hours or decrease the daily work crews. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under the Contract. In either case, the Contractor shall submit a plan, in writing, of how the affected work is to be rescheduled. All substitute employees shall also be background checked and pass all clearance requirements prior to their being assigned duties in the District due to an unforeseen event.

9. Neither party hereto will hire personnel employed by the other, during the term of the Contract, without written permission. At the conclusion of the Contract, the District reserves the right to hire and the Contractor agrees to waive any covenants restricting the hiring of past or present hourly employees of the Contractor, without penalty to either the District or the employee.
10. The Contractor is not required to work on the days listed below, but the crews are to be scheduled in such a way as to ensure that all buildings are cleaned and maintained and ready to open the next business day.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

11. The Contractor shall report, in writing, any damage that occurs as a result of the performance or non-performance of the services under the Contract. Furthermore, the Contractor shall report, in writing, any items that require maintenance or repair that are discovered during the process of the Contract.
12. The contracted crews are to be scheduled to provide coverage Monday through Friday during the hours set forth on Appendix "A". Services are provided year-round (while school is in session and during summer recess). Contractor shall provide a qualified substitute individual in the event that Contractor's regularly scheduled employee is unavailable (e.g. sick, vacation, personal day, etc.).
13. The Contract will commence on July 1, 2020, and continue for 3 years, ending on June 30, 2023. The Contract will be re-evaluated annually at the end of each fiscal school year. If the District is not satisfied with the performance of the Contractor, then the Contract will be terminated at that time, or at such earlier time as allowed per the Agreement.
14. At no time shall the Contractor's personnel:
 - a) Allow closets, storage sheds/buildings to stand open and unattended.
 - b) Leave equipment, tools, parts, materials and supplies unattended.
 - c) Leave lights on or doors open in unattended sections or storage sheds/buildings.
 - d) Congregate or have food/drink in unauthorized areas.
 - e) Use any District equipment (e.g., TVs, VCRs, Computers)
 - f) Play radios or other similar devices without approval of the applicable District supervisor.
 - g) Use cell phones during work hours for personal calls.
 - h) Smoke cigarettes on District property
 - i) Consume alcohol /bring alcohol on District property
 - j) Access unauthorized areas or areas within spaces to be serviced which are not germane to the task at hand.

15. The Contractor is responsible for the security of the building and storage sheds/buildings during the performance of services, and shall secure each section of the building as it is completed and secure all storage sheds/buildings when not in use. If the Contractor fails to properly secure any building or storage building/shed, the cost of the District response, at the overtime rate, shall be deducted from the monthly payment.
16. The Contractor is responsible for the conduct of its personnel. The Contractor must maintain (and provide copies to District) written policies and procedures regarding suspected theft and other unlawful conduct by its personnel. The Contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed theft or other unlawful activities, the Contractor shall be responsible to the District for restitution which will include, but not necessarily be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
17. The Contractor is to inform the District Director of Facilities and Contracted Services of any vandalism, evidence of attempts to force entry, and all other damages to the building or grounds.
18. The designated District personnel shall inspect each buildings daily (or at such other appropriate intervals) and report any deficiencies and all unsatisfactory performance to the Contractor. At that time, the Contractor will be given an opportunity to make the necessary corrections in a reasonable amount of time. Where it is necessary, in the District's opinion, to correct unsatisfactory performance in order to conduct school activities in a safe atmosphere, the costs of the correction will be deducted from the monthly payment. This does not mean in any way to limit the Contractor's responsibility to inspect or control its own work.
19. In the event of a strike, act of God, or other event resulting in the closing of the building(s) or grounds, no payment(s) shall be made for that period of time when services are not required/performed. In the event of a strike, act of God, or other event which does not result in the closing of the building(s) or grounds, the Contractor shall continue to perform its normal duties. The District has the right to secure such other services as may be necessary, at the overtime rate, for interrupted service, and to deduct such amount from monthly payments.
20. The Contractor shall provide commercial grade equipment and tools, in sufficient quantity and design to perform the services as specified. The Contractor shall maintain all equipment and tools in effective working order throughout the life of the Contract. All equipment and tools must meet applicable federal, state, and local laws, regulations and ordinances. Contractor shall maintain a list of the equipment and tools (type, quantity, age, manufacturer, and model) to be maintained on-site for each building and grounds. The equipment and tools shall remain the property of the Contractor and the Contractor shall be responsible for

the replacement, repair and maintenance of the equipment and tools. Contractor shall be responsible to ensure that its personnel complies with all federal, state, and local laws, ordinances, and regulations in regard to storage, use, and safety of all equipment and tools.

21. The Owner shall provide all consumable supplies, replacement parts and materials reasonably necessary to perform the services required under the Contract. The District must approve all chemicals and supplies to be used in the District buildings. Contractor shall be responsible to ensure that its personnel complies with all federal, state, and local laws, ordinances, and regulations in regard to storage, use, and safety of all supplies, replacement parts and materials. The Contractor and the District will maintain a complete inventory of MSDS sheets for all products used in each building and on the grounds and a Master Book with a section for each building and grounds in the Operations Department office.
22. The Contractor shall maintain, in each building, a Procedures Book, specific for that building, that shall include, at a minimum:
 - a) MSDS sheets for all products used, and Right-To-Know procedures.
 - b) List of equipment maintained in the building or on the grounds.
 - c) Maintenance and use Manuals for all equipment.
 - d) Standard Company policies and procedures.
 - e) Standard procedures for the completion of routine tasks.
 - f) Daily routine or schedules for personnel assigned to the building.
 - g) Emergency and safety procedures.
23. The Contractor shall be responsible for the strict adherence to all Federal, State, and local laws, regulations, and ordinances, such as, but not limited to OSHA and the Worker and Community Right-To-Know Act.
24. All School District buildings and grounds are “no smoking areas.” It is the policy of the School District to establish and maintain an Alcohol and Drug-Free Workplace. The Contractor shall be responsible for its employees’ strict observance of these policies.
25. The District may inspect (spot check) each building and grounds as it is opened each day. These inspections will result in a “satisfactory or unsatisfactory” evaluation. In the event of an unsatisfactory area or building evaluation:
 - The Contractor will be granted a reasonable time to correct the deficiencies.
 - In the event that the Contractor fails to correct the deficiencies within the time allowed the District may correct the deficiencies at the District overtime rate and deduct the cost from the monthly invoice.
26. Additional requirements:

- a) The Contractor's manager must be fluent in spoken and written English.
- b) The Contract shall include all areas of all buildings (including gyms, weights & cardio rooms, multi-purpose rooms, etc.) and grounds, as applicable to the services being provided.
- c) District vehicles will not be provided. Contractor shall supply all vehicles necessary for Contractor's performance of its services.

II. PERFORMANCE SPECIFICATIONS.

1. The Contractor shall comply with manufacturer instructions and recommendations for use of all supplies, parts, materials and equipment. The Contractor shall comply with manufacturer instructions for chemical applications, area preparation and time allocations.
2. The Contractor shall provide and properly display all MSDS documents pertaining to all chemicals used in the services provided by Contractor.
3. The Contractor shall provide proper training for operation and use of all equipment, tools, parts, materials and supplies and shall provide appropriate protective gear to all of Contractor's personnel providing services under the Contract.
4. It is not the intent of the District to limit, in any way, the responsibility of the Contractor to perform all tasks necessary to properly maintain the buildings.
5. The Contractor shall provide building maintenance personnel who are trained and experienced in building operations, trained and assigned to the contracted facility for the purpose of operating the facility, and trained to perform preventive maintenance routines and to provide minor repairs and general maintenance consistent with those traditionally performed by capable maintenance personnel.
6. The building maintenance personnel will maintain daily shift operational logs for the operation of the facility systems and the readings of gauges, meters, and other operational condition indicators. Copies of the logs or summaries shall be furnished to the District as requested.
7. The building maintenance personnel will monitor the daily consumption and use of purchased utilities (i.e. meter readings, Energy Management Systems and Building Management Systems). The Contractor will analyze consumption of utilities. The Contractor shall advise the District of any actions that can be taken to reduce consumption of utilities or increase service of systems or to otherwise reduce operating costs.
8. The Contractor shall be responsible for the day-to-day operation of each facility and shall institute programs for each facility including equipment operation, preventive maintenance, energy conservation, energy management, cost control

and allocation, budgeting and man-power utilization. Mechanical equipment shall be neat in appearance and shall be maintained and operated in strict accordance with manufacturer's recommendations and safety standards.

9. The Contractor shall maintain and keep in good operating condition all facility systems in a manner consistent with such services normally performed by competent Building Engineers and Maintenance Mechanics in the industry. Maintenance services shall be directed to achieve maximum efficiency and reliability and minimal unscheduled interruption of services of the specified equipment. Maintenance policies and procedures shall incorporate provisions and guidelines set forth in the manufacturer's maintenance and operating instructions and/or submittal data so that any existing warranties are not voided.
10. The Contractor shall control scheduling of all preventive maintenance tasks to be performed based on calendar periods, operating hours, manufacturer's recommendations, the Contractor's own experience, and acceptable industry practices pertinent to each task.
11. For purposes of clarity, these specifications are not intended to include any work that must be bid under § 7-751 of the Pennsylvania Public School Code or for which the District is required to obtain quotes under § 7-751.
12. The Contractor shall provide at a minimum, the services set forth in the job description for maintenance person set forth in Appendices "A," "B" and "C".

APPENDIX "A"

Daniel Boone Area School District Maintenance Contract

- 1) Contractor shall provide four full-time General Building Technicians with ability to work two shifts as assigned. Technicians will be required to perform duties as assigned and perform general repairs to the systems listed in Appendix "B" - Maintenance Areas - Repairs, perform preventative maintenance as listed in Appendix "C" - Preventative Maintenance, and extraordinary/emergency maintenance as required.
- 2) Hours for employees will be as follows and overtime hours may be necessary in times of extraordinary circumstances to complete emergency repair work or as otherwise needed. Hours are listed below for normal work shifts for a 40-hour work week:
 - A) 6:30AM to 3:00PM Monday-Friday - 2 full-time General Building Technicians
 - B) 2:30PM to 11:00PM Monday-Friday - 2 full-time General Building Technicians
- 3) Contractor will be required to supply a Contractor Supervisor to report to the District Director of Facilities and Contract Services each day and Contractor Supervisor will liaison with Director of Facilities daily to make sure job assignments and maintenance and preventive maintenance items are being handled as described in Appendix "A". Contractor Supervisor will be required to be on site 40 hours per week and direct General Buildings Technicians in daily work.
- 4) General Buildings Technicians must be able to handle systems as outlined in schedule and conduct general repairs for the following buildings systems; plumbing, electrical, mechanical equipment repair, painting, basic carpentry, locks repair, door maintenance, lighting repairs, preventative maintenance on equipment, knowledge of emergency generators, elevators maintenance and repair, pumps, backflow preventers, fire systems, flooring systems, wall repair and maintenance, general roofing repairs, gutter systems, bleachers, athletic equipment, communication skills (written and verbal), email and electronic communication ability, electronic and diagnostic equipment knowledge, and other general repair work as required on equipment and building systems.
- 5) Contractor Supervisor will be required to have general buildings technician knowledge and be able to write reports, hiring process experience, handle discipline of general building technician personnel, and be able to communicate with school officials, school board, and superintendent as required.

- 6) General Buildings Technicians and Contractor Supervisor must be able to work when needed for emergency, project, and extraordinary circumstances as required by the District Director of Facilities and Contracted Services.

Appendix “B” - Maintenance Areas – Repairs

Appendix “B” maintenance consists of normal necessary repair items as identified by Director of Facilities and Contracted Services to include response to broken or damaged equipment, mechanical repairs of broken equipment, replacement of mechanical, electrical, plumbing, fire systems, backflow preventers, HVAC (boiler, chiller, freezer, heat exchangers), cafeteria equipment, furniture, flooring, walls maintenance, painting, structural, or roofing systems throughout the school district as needed.. This list is not inclusive as other repairs may be necessary and will be assigned as needed for the District. *See Appendix “B” Maintenance Areas - Repairs attached.*

Appendix “C” - Preventative Maintenance

Preventative maintenance on plumbing, mechanical equipment (generators, boilers, HVAC equipment, elevator equipment, controllers, clocks, timers, power systems, and other systems as required), Lubrication of equipment, cleaning, normal filter and parts replacement, and best maintenance practices of equipment. *See Appendix “C” Preventative Maintenance attached.*

Extraordinary/Emergency Maintenance Situation Response

Emergency/extraordinary maintenance response situations occur in any facility that is in active use and can occur due to weather issues, fire, crisis response situations, security and pandemic issues. To that end facilities personnel will be required to respond to these situations when called and stay until released by the District Administrators. Response required will be to support the the District in capacities related to facility emergency response to these situations including:

- 1) Doors and security issues
- 2) Fire department support due catastrophes or emergencies
- 3) Equipment repair due to emergency issues i.e. no power, electrical damage, fire, domestic and sewer water issues, lighting, and down equipment due to various reasons.
- 4) Heating and A/C conditioning out of service issues
- 5) Severe weather-related issues
- 6) Down elevators with entrapments
- 7) Building cleanup due to damage

APPENDIX "B"

Maintenance Areas - Repairs

Areas					
General Maintenance Items					
Evacuation plans posted					
Emergency procedures posted					
Supply & material storage					
MSDS sheets on file					
First Aid supplies in stock					
Maintenance equipment					
Employee safety procedures					
Interior Electrical					
Switches and cover plates					
Receptacles and cover plates					
Light fixtures					
Panel closed & locked					
Exit signs operational					
Emergency lights operational					
Extension cords in use					
Exposed wiring					
Unapproved wiring practices – i.e., Romex wiring not in conduit					
Electrical panels – three (3) foot clearance					
Exterior Electrical					
Exterior lighting					
Power connections to bldg.					
Utility poles					
Exposed wiring					

Maintenance Areas - Repairs

Interior Plumbing					
Toilets					
Hand wash basins					
Sinks/fixtures					
Drains					
Drinking fountains					
Showers & fixtures					
Sprinkler controls & heads					
Exterior Plumbing					
Drains (cleared and open)					
Culverts/headwalls					
Water faucets/connections					
Fire connections are in good condition and accessible					
Exterior General Items					
Windows/sills					
Doors & hardware					
Roof					
Gutters/downspouts					
Exterior wall surface					
Paint					
Steps (treads & landings)					
Fencing					
Paved athletic surfaces					
Trees/shrubs					
Landscaping (borders/mulch)					
Enclosed areas are locked; ex., meters, cooling towers					
Drives and parking lots					
General condition of grounds					

Maintenance Areas - Repairs

Interior General Items					
Doors & hardware					
Sidewalks/porches					
Exterior wall surfaces					
Stairwells and landings					
Ceiling					
Floors					
Glass enclosures					
HVAC filters					
Walls					
Fire extinguishers					
Blocked emergency exits					
Handrails					
Playground (if applicable)					
Exposed edges/objects					
Sharp or pointed edges					
Loose supports/anchors					
Handrails, steps, landings					
Chipped or broken surfaces					
Ground cover & edging					
Tripping or falling					
Splintered wood					
Unauthorized equipment					
Unlevel or shifted equipment					
Excess gaps or spaces					
Adequate protective surfacing					

Review/Revised: 3-6-20

APPENDIX “C”

Preventive Maintenance Areas

Preventive maintenance is defined as regularly scheduled inspections, tests, servicing, replacements, repairs and other tasks intended to help reduce the impact and frequency of equipment failures. This includes scheduled preventive maintenance, predictive maintenance and inspection activities.

The objectives of a preventive maintenance program are to help:

- Identify maintenance actions on important equipment and incorporate that into the preventive maintenance program activities that result in the greatest benefit within the available budget.
- Minimize corrective and breakdown maintenance, maintain satisfactory equipment conditions and improve plant reliability

Lighting

- Inspect at regular interval
Any luminaires that have transformers, control gear or accessories, such as spread lenses, glare baffles or color filters, should be routinely checked.
- Check exterior lights to make sure cables aren't torn; all screws and hardware should be in place and working. Gaskets can be replaced to help provide a better watertight seal.
- Replace any burned-out lamps and consider group re-lamping Check all exit lighting for proper installation and function.
- Check all interior lighting for proper installation and function.
- Check all exterior lighting for proper installation and function.

Electrical

- Change batteries in smoke and carbon monoxide detectors, flashlights and test instruments.
- Confirm that timers and photocells are functioning correctly.
- Inspect cover plates for cracks and proper tightness.
- Inspect and clean all exhaust fans.

HVAC

- Change all air filters as needed.
- Check blower motors in operation for excessive noise or vibration.
- Clean motors and ductwork as needed.
- Check the condensate drain pan for proper drainage.
- Check the flexible duct connectors.
- Secure any loose guards and panels.

- Inspect the condenser air intake, discharge and coil as required.
 - Check the condition of all refrigerant piping and insulation.
 - Secure any loose guards or access panels.
 - Check the operation of the exterior unit.
 - Inspect compressed air lines regularly; investigate any leaks in piping, tubing or fittings.
- Replace or clean air filter elements at least quarterly, or as necessary depending on the application.
 - Monitor oil levels on air compressor pumps and replace as necessary depending on usage.
 - Inspect the condition of all electrical hardware and connections.
 - Test the safety controls and equipment.
 - Inspect the condenser motor bearings for excessive noise or vibration.

Building Interior

- Examine the condition of floors, ceilings and walls for evidence of deterioration.
- Check for visible signs of leaks.
- Inspect for hazards (electrical, mechanical, structural, physical, tripping, etc.).
- Check the condition and operation of toilets and showers.
- Test smoke and carbon monoxide detectors.
- Test the fire alarm system.
- Check the firefighting equipment.
- Check all doors for proper operation; ensure that exits are not obstructed.
- Inspect the condition of door locks and closures.

Building Exterior

- Examine the condition of the paint and walls.
- Check for broken windows and doors.
- Examine the condition of all railings.
- Clean the roof as needed. Use care when working in high places; employ adequate fall protection.
- Clean roof drains and gutters as needed. Test drains and downspouts by flushing them with water.
- Inspect the condition of the roof.
- Inspect gutters for adequate anchoring and tighten if necessary.
- Inspect the stack and all roof penetrations.
- Remove any plant life growing on the roof.
- Clean up any debris found.
- Check the grounds for broken glass and debris.
- Check the storm water drains.
- Examine the condition of any fencing.

Plumbing

- Domestic water booster and circulation pump systems require bearing lubrication at least annually; inspect couplings and check for any leaks.
- Domestic water heaters and boilers should be fire-tested periodically, using flue-gas analysis to adjust the flue draft and combustion air input to help optimize efficiency.
- Remote drinking water chillers need condenser fan motor bearings lubricated annually. Check all contacts for wear and pitting, and run system control tests. Pump down the system and remove the refrigerant according to manufacturer instructions. Drain and replace oil in the compressor oil reservoir, including filters, strainers and traps.
- Sump and sewage ejection pumps are replaced on an as-needed basis, but should be checked for function. Exposed pumps should be lubricated annually.

Pumps

- Visually check the pump alignment and coupling
- Lubricate the pump bearings according to the manufacturer's recommendations.
- Check the motor mounts and vibration pads. Repair or replace if necessary
- Inspect the mechanical seals or pump packing. Replace if necessary.