

COUNTY OF DELAWARE  
ADDENDUM # 1

AMBULANCE AND RESIDENTS' TRANSPORTATION SERVICES  
(eFAC-040523-1)

The County of Delaware's Fair Acres Geriatric Center advertised on the County's Website, in the Daily Times and Philadelphia Inquirer newspapers, the Invitation to Bid for **AMBULANCE AND RESIDENTS' TRANSPORTATION SERVICES (eFAC-040523-1)** on Monday and Tuesday, February 6 & 7, 2023 with a Mandatory Pre-Bid Conference scheduled for Thursday, March 2, 2023 @ 12:00 p.m. and the Submission Deadline scheduled for Wednesday, April 5, 2023 @ 11:00 a.m.

During the Site-Visit/Pre-Bid Conference, several questions and concerns surfaced. The document changes, answers/clarifications, are located on [www.delcopa.gov/purchasing/invitbid.html](http://www.delcopa.gov/purchasing/invitbid.html) and answers are as follows:

**\*\*\*BID QUESTIONS, CLARIFICATIONS AND ANSWERS\*\*\***

**Question #1:** Attachment 1 BID BOND & CONSENT OF SURETY and Attachment 3 SAMPLE CONTRACT/AGREEMENT were not received.

**Answer:** Attachments #1 and #3 are both samples and are located at the end of this document.

**Question #2:** On the pricing:

Dedicated BLS Unit- we understand that you are looking for an hourly rate for this unit and it states that it is on an as needed basis.

Do you have any data to show how many days and hours per month are currently being utilized on average?

**Answer:** BLS ambulance – At present, we have 2 residents receiving dialysis 3 times a week (M-W-F) who require ambulance transport. On a daily basis, we have 2 to 4 ambulance runs. When a unit transports a resident to an appointment, the unit will wait (remain at appointment site) until visit is complete and return/transport resident back to original destination.

Is there a notification period to let us know in advance if you would need the unit or not? Or is it assumed that a unit is needed at a particular time Monday-Friday unless notified otherwise?

**Answer:** Normal hours would be Monday-Friday, 8 a.m. to 4 p.m. (resident would be back on grounds by 4pm) There are occasions when a resident requires transportation before 8 or a return after 4pm. Request for a rig is at least 24 hours in advance.

**Question #3:** For the BLS Unit one way off grounds, should we be proposing a base rate and a mileage rate? The RFP only mentions a per trip cost. If you are looking for a fully baked per trip cost, can you please provide 3 months' worth of data to include the destinations for the transports? That would help us determine average mileage and come to a per trip cost.

**Answer:** See answer to question 4. Please provide base rate and additional mileage rate if necessary.

**Question #4:** If we are quoting a per trip cost and not doing separate charges for a base rate and mileage rate, can we notate a maximum amount of miles for that price?

For example, if you have a rare occasion where a transport is going 30 miles, obviously our cost to provide that service is much higher than the cost of us taking a transport to Riddle.

**Answer:** Please provide fixed base rate for all trips and if there is a mileage charge that needs to be added please add a cost per mile charge. Example: Base rate for all trips under 10 miles is \$ 50.00 all additional mileage over 10 miles is \$ 1.00 a mile. Trip that is 12 miles would be charged at base rate \$ 50.00 plus \$ 2.00 for mileage. Total charge for trip would be \$ 52.00

**Question #5:** May I also ask clarification on page 11 item. i “(CDL License, CPR cards etc.)”. Are these examples or are they being mandated? At this time our paratransit vehicles are not required by PDOT to have CDL licensed operators.

**Answer:** CDL licenses are only required when operating a vehicle that requires that classification of license. However, valid driver’s licenses and Covid Vaccine cards must be provided to Fair acres Medical Management. This is a preference. CPR certifications are necessary if required according to law, industry standards and regulations.

**\*\*\*ADDITIONAL BID DOCUMENTS \*\*\***

**INVITATION TO BID**  
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**3.7 INSURANCE**

**3.7.1 LIMITS**

The Contractor shall take out and maintain in full force and effect at all times during the life of the Contract, Commercial Automobile Liability insurance on ISO coverage Form CA 00 01 04 13 or its equivalent, Commercial General Liability insurance on ISO coverage form CG 00 01 04 13 or its equivalent and statutorily required Workers' Compensation Coverage, with a company or companies authorized to do business in the Commonwealth of Pennsylvania. The policies of insurance and companies selected shall be acceptable to and approved by the County and shall protect the firm performing work covered by this Contract, from any and all claims for damages for bodily injury, property damage, personal injury and advertising injury including accidental death, which may arise from operations under the contract, whether such operations be by the firm, its officers, employees, subcontractors or agents. The insurance policies except for Workers Compensation shall be endorsed to name Fair Acres Geriatric Center and the County of Delaware as an "Additional Insured" on a primary and non-contributory basis to pay on behalf of the County with respect all claims for bodily injury, property damage, personal injury and advertising injury including defense costs arising out of the negligent acts, errors or omissions of the Contractor in performance of this Contract. All policies shall be endorsed to waive subrogation against Fair Acres Geriatric Center and The County of Delaware. The amounts of such insurance shall be as shown in the following paragraphs:

Commercial Automobile Liability insurance with minimum limits of \$5,000,000 per accident

Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 annual aggregate

Statutory Workers' Compensation and Employers' Liability in the amount of \$500,000 bodily injury by accident/\$500,000 disease policy limit/\$500,000 disease each employee.

Umbrella/Excess Liability insurance with minimum limits of \$10,000,000 per occurrence/\$10,000,000 annual aggregate following form scheduled underlying coverages of Auto Liability, General Liability and Employers Liability.

Contractors Equipment insurance covering all contractors equipment on a replacement cost basis.

**3.7.2 CERTIFICATES**

Upon notification by the County, the Contractor shall supply to the Fair Acres Administrator or designee within 5 days of notification, a certificate(s) of insurance as evidence that the policies hereinabove required are in full force and effect for the amounts required by the Specifications. In addition, the Contractor shall file the certificate(s) with the Fair Acres Administrator or designee of the County of Delaware at least ten (10) days prior to the commencement of the work to be performed under this Contract. The Contractor shall at least ten (10) days prior to any renewal date of the foregoing policies, file certificate(s) of the renewal and continuance of said policies during the life of the Contract. Each

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certificate shall have attached the required additional insured, waiver of subrogation and notice of cancellation endorsements.

**3.7.3 INDEMNIFICATIONS**

The Prospective Bidder shall indemnify, defend and hold Fair Acres Geriatric Center and the County, their agents, employees, trustees and representatives harmless from and against any and all liability, damages, lost cost expense, claims, demands, suits, actions, judgments, or recoveries for loss, damage, bodily injury, sickness or disease, including death resulting there from, to any person or persons, or damage, destruction or loss of use of any property arising out of or resulting from liability of any kind, which may result or arise, directly or indirectly from or by reason of the performance of the AMBULANCE AND RESIDENTS' TRANSPORTATION SERVICES.

The Contractor shall also indemnify and hold Fair Acres Geriatric Center and the County harmless from any act, error or omission by the Contractor, its agents, servants, employees, subcontractors' successors, or assignees which shall result in any loss of life or property or injury or damage to persons or property in accordance herewith as well as in accordance with the provision of the Performance Bond.

The Prospective Bidder will defend, indemnify and hold harmless the purchaser, its agents, employees, trustees and representatives from any and all liability, damage, lost cost expense, claims, demands, suits, actions, judgments, or recoveries for loss, damage, bodily injury, sickness or disease, including death resulting there from, to any person or persons, or damage, destruction or loss of use of any property arising out of or resulting from any operation of transportation conducted by the Prospective Bidder in rendering service to the purchaser, its patients, staff, visitors and guests, and from any act or omission, negligent or otherwise, of the Prospective Bidder or any of its subcontractors, employees, agents, or servants or of any other persons over whose activities the Prospective Bidder has the right to control. Upon demand of the purchaser, the Prospective Bidder agrees to defend any and all suits or actions at its sole cost and expense.

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**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the County's Clerk's Office upon award of contract by the County Council.

The Prospective Bidder shall purchase insurance which will protect it against any liability (Indemnity Agreement, Save and Hold Harmless). This insurance must be paid by the proposed bidder and be carried with an insurance company approved by the Purchaser and authorized to do business in the Commonwealth of Pennsylvania. Insurance coverage shall be as follows:

**1.1** The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

**1.1.1 Medical Professional Liability Insurance:**

1.1.1.1 Limit of Liability: \$1,000,000 per claim and \$2,000,000 in the aggregate.

1.1.1.2 If the selected firm is a Medical Professional, the selected firm shall ensure that all conditions are met for eligibility for MCARE fund coverage.

1.1.1.3 Coverage for incidents, occurrences and claims happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall be renewed with full continuity of coverage for prior acts for at least three (3) years after the expiration of the agreement with The County. In the event that the policy is not renewed the Prospective Bidder will purchase a supplemental extended reporting period (tail coverage) for a period of at least three (3) years.

**1.1.2 General Liability Insurance:**

1.1.2.1 Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.1.2.2 Coverage: Insurance Services Offices (ISO) Commercial General Liability form CG 00 01 04 13 or its equivalent covering Premise operations, blanket contractual liability for insured contracts, personal injury liability products and completed operations, independent contractors, employees and volunteers acting under the direction of firm in the furtherance of its business as insured, joint liability, and broad form property damage (including completed operations).

**1.1.3 Workers' Compensation and Employers' Liability Insurance:**

1.1.3.1 Limits of Liability: Statutory Limits for Workers Compensation and for Employers Liability \$1,000,000 bodily injury by accident/\$1,000,000 disease policy limit/\$1,000,000 disease per employee.

1.1.3.2 The Workers Compensation insurer must be licensed to do business in the state of Pennsylvania.

**1.1.4 Automobile Liability:**

1.1.4.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

1.1.4.2 Coverage: Owned, non-owned and hired vehicles.

1.1.4.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

**1.1.5 Umbrella Excess Liability:**

1.1.5.1 Limit of Liability: \$10,000,000 in the aggregate and per occurrence.

1.1.5.2 Coverage provided shall be follow form over auto liability, general liability, and professional liability.

**1.1.6 Abuse/Sexual Molestation and Corporal Punishment Liability Insurance:**

1.1.6.1 Limit of Liability: \$1,000,000 per occurrence; \$1,000,000 in the aggregate.

**1.2** All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County upon execution of the contract by the selected firm. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the policy currently in force will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 5 days after the effective date of the policy.

**1.3** Each policy and Certificate of Insurance shall contain: an endorsement naming Fair Acres Geriatric Center and the County of Delaware as an Additional Insured party thereunder on a primary and noncontributory basis; provide for waiver of subrogation in favor of Fair Acres and The County and an providing 30 calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage reduced.

**1.4** If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such qualified self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

**1.5** If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

**1.6** The selected firm shall include all subcontractors as insureds under its policies or furnish separate Certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this agreement.

**1.7** The firm agrees to defend indemnify and hold harmless Fair Acres Geriatric Center, The County of Delaware and their respective officials, officers and employees for all bodily injury (including death), personal injury and property damage arising from the negligent acts, errors or omissions and breaches of duty under the service agreement committed by the firm, its officers, employees or agents.

**1.8** Vehicle Coverage - The management firm shall maintain primary and noncontributory automobile liability in the amount of one million dollars (see item 5 below). For all Owned, Hired, Leased or Borrowed Vehicles.

**1.9 Umbrella/Excess Liability** - The management firm shall maintain umbrella and excess liability coverage in the amount of Ten (10) million dollars. Scheduling General Liability, Automobile and Employers Liability as underlying policies. Retention is not to exceed \$25,000.

**1.10 Purchaser known as (Fair Acres Geriatric Center and The County of Delaware) shall be named as an additional insured on all policies of** insurance except for Workers Compensation and Professional Liability. The Additional Insured language must appear on the Certificate of Insurance to which copies of the additional insured, waiver of subrogation and 30-day NOC endorsements shall be attached. Liability coverages need to be provided on a Primary and Non-Contributory Basis. All liability policies shall provide waiver of subrogation in favor of Fair Acres/The County of Delaware.

**1.11** All insurance coverage with agreed to coverages shall be enforced with certificate(s) of insurance provided to the purchaser prior to contract commencement.

**1.12** The Proposed Bidder agrees that all insurance policies shall be endorsed to provide that any cancellation or reduction in coverage to be communicated to the purchaser thirty days prior to their effective date.

**1.13** The Proposed Bidder agrees to purchase insurance through companies that have been rated "A VIII" or better by A.M. Best Rating Service.

**AMBULANCE AND RESIDENTS' TRANSPORTATION SERVICES, ITB #eFAC-040523-1**, as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

County of Delaware  
County Clerk's Office  
201 W. Front St.  
Media, PA 19063

The Producer's contact person's name, phone number and e-mail address is required.

Acknowledgement of Insurance Requirement:

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**(Signature)** **(Date)**

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**(Printed Name and Title)**

# BID BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ of \_\_\_\_\_,  
 As Principal, hereinafter referred to as Principal, and \_\_\_\_\_ Company, a  
 Corporation organized under the laws of the State of \_\_\_\_\_, with its home office in the city  
 and state of \_\_\_\_\_, as Surety and hereinafter referred to as Surety, are held and firmly  
 bound unto the County of Delaware as Obligee, hereinafter referred to as the County of Delaware, in the sum  
 of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment of which sum we as Principal  
 and Surety bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

**WHEREAS**, Principal is herewith submitting its proposal for:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Specified in the County of Delaware Contract Number \_\_\_\_\_

**IT IS THEREFORE** the condition of this obligation that if the Principal shall be awarded the contract and fails within ten (10) days of the award to enter into a formal contract and give such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then the Principal and the amount for which the County of Delaware contracts with another party to perform the work if the later sum is in excess of the former.

If the Principal shall be awarded the contract and within ten (10) days, enters into a formal contract and gives such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

**IN WITNESS WHEREOF**, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_  
Title

Surety \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
Attorney in Fact



## AGREEMENT FOR SERVICES

BID/RFP TITLE

(PROJECT NUMBER)

**This Agreement** for Services ("Agreement") made and entered into effect, the \_\_\_\_ day of \_\_ 20 \_\_, by and between the County of Delaware, 201 West Front Street, Media, PA 19063, hereafter referred to as "County", and Contractor's Business Name and Business Address hereafter referred to as "Contractor".

### I. Background

County wishes to obtain goods and/or services as described in Exhibit "A" to this Agreement (the "Goods and Services"), the Contractor desires to provide the Services to the County, and the County has agreed to retain the Contractor to provide the Goods and Services to the County.

### II. Duties/Tasks

- A. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, in the attached "TERMS AND CONDITIONS" (including any addendum thereto) and in Exhibit "A" (hereinafter referred to as the submitted proposal) which is attached hereto and made a part hereof.
- B. It is expressly acknowledged by the parties that the County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- C. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No. (717) 783-6472 / FAX No. (717) 787-9138.
- D. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles and subject to inspection upon reasonable request of the County. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.

### III. Term and Termination

- A. The term of this Agreement shall be as set forth in the attached TERMS AND CONDITIONS and in Exhibit "A" to this Agreement.
- B. This Agreement may be terminated before the end of the term as follows:

- (1) The County may terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.
  - (2) County may terminate this Agreement immediately by giving written notice of termination to the Contractor and without prejudice to any other rights or remedies the County may have if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after Contractor's receipt of County's notice of the breach, which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach, which notice shall specify in reasonable detail the nature of the breach.
  - (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit "A". If this Agreement is terminated for any reason, the County shall not be liable for any damages, claims, losses, or any other amounts arising from or related to such termination. Contractor's fees shall only be payable as accrued through the date of termination.
- IV. Payment/Compensation - Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.
- A. Contractor shall receive the compensation set forth in Exhibit "A" as payment for all the Goods and Services provided by Contractor pursuant to this Agreement.
  - B. The total payments due under this Agreement for all Goods and Services provided by Contractor pursuant to this Agreement shall not exceed \$ \_\_\_\_\_ set forth in Exhibit "A".
  - C. After execution of this Agreement by Contractor and the County, each month after receipt of the Contractor's Invoice, with respect to Goods and Services performed in the prior month, the County will pay the Contractor the amounts due under this Agreement as set forth in Exhibit "A". Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed and/or goods delivered. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for Goods and Services acceptable to County. County will pay Contractor undisputed amounts due under this Agreement within forty-five (45) days of receipt of each invoice.
- V. Miscellaneous.
- A. Any provision of this Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.
  - B. All government and business information disclosed by County to Contractor in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement to be effective at the beginning of the Term as provided.

OWNER:

CONTRACTOR:

COUNTY OF DELAWARE, PENNSYLVANIA

CONTRACTOR'S BUSINESS NAME

\_\_\_\_\_  
Delaware County Council – Chair

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Contract

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary or Assistant Secretary

SAMPLE

## TERMS AND CONDITIONS

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1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm/company seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County's Solicitor indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Pennsylvania Code § 62-5-512.f and Delaware County Code § 6-28 may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a Bidder is not selected within sixty (60) days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. The County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Contractor, not the County, is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the County.
8. In case of default by the Contractor, the County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to County of Delaware are subject to the Commonwealth of Pennsylvania's Right to Know Law (RTKL), 65 P. S. §§ 67.101-67.3104, and the County's interpretation thereof.
10. The quantity of goods and/or services indicated on the foregoing Contract pages is approximate and for estimating purposes only.
11. The Contract period for **BID/RFP TITLE** is (ENTER NUMBER OF YEARS) (#) years, with an option to extend for up to (ENTER NUMBER OF YEARS) (#) one (1) year periods and will begin **MONTH, DAY, YEAR, and end MONTH, DAY, YEAR.**

12. The Contract shall be awarded on the total of all items; therefore, bidder must bid on each part of said items for this bid to be considered.
13. However, if the Contract is awarded on a fixed but not a firm price, the County then will honor price increases or decreases during the Contract period, but only when said increases or decreases originate with the manufacturers' or contractors' source of supply, and then only when properly documented to the County with supporting data as evidence thereof.
14. If indicated below, the Contractor must furnish a Surety Bond, satisfactory to the County in the amount of One Hundred Percent (100%) of the contract price, conditioned on the faithful performance of the entire contract. If the Contractor shall fail to execute a Contract and Bond as set forth in the Specifications and General Conditions, deposit shall be forfeited as liquidated damages. **Applicable: [YES/NO].**
15. The Contractor, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying.
16. The Contractor, shall not include any allowance for the Pennsylvania State Sales Tax, if any, which the County is also exempt from paying.

SAMPLE

**ADDENDUM:**

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**Attach Addendum Here If Any**

SAMPLE

EXHIBIT A

**SERVICES**

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BID/RFP TITLE

(PROJECT NUMBER)

SPECIFICATIONS AND GENERAL CONDITIONS

SAMPLE

**EXHIBIT B**  
**COMPENSATION**

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The County of Delaware agrees to compensate the Contractor as follows:

The County of Delaware agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$\_\_\_\_\_, which is the estimated cost for goods and services for a period of \_\_\_\_ years. The (unit/monthly, annual, etc.) price(s) are as provided below:

SAMPLE