

SPECIFICATIONS AND CONTRACT DOCUMENTS

For

CHAMBERSBURG BOROUGH CLEANING SERVICE PROJECT – COVID 19

FOR

THE BOROUGH OF CHAMBERSBURG

Issued

FEBRUARY 12, 2021

Bids for items covered by these Specifications must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 10:00 A.M., MARCH 4, 2021.

Borough Contact Name:

Paul Flohr, Health and Safety Programs Manager

Telephone 717-251-2440

pflohr@chambersburgpa.gov

Proposal Submitted By:

INVITATION TO BID

Project: **CHAMBERSBURG BOROUGH CLEANING SERVICE CONTRACT – COVID 19**

The services will consist of professional cleaning service related to COVID-19 to provide cleaning and disinfecting services for municipal offices, buildings, work areas, vehicles, and equipment on an as needed basis. Consistent attention to detail is critical. Bidders should provide Bid prices based upon the number of employees and hours determined to be necessary to meet all of the requirements, as described in the Description and Frequency of Services to be Rendered section below, with hours of operation being as requested by the Borough from time to time. Services are to include cleaning and disinfecting of restrooms, employee breakrooms, common areas, offices, conference rooms, Council chambers, and customer service areas. The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations, Interim Recommendations for US Community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>). Additional services may be solicited as needed on a time and materials basis.

The Work will be performed under one Contract as follows:

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

Sealed Bids will be received by the Owner at the address shown above until March 4, 2021. Bids will be publicly opened and read at **10:00 a.m.**, on **Thursday, March 4, 2021**, in the fourth floor conference room of the Municipal Utility Office Building, located at 100 S. Second Street, Chambersburg, PA 17201. The Borough intends to award the Contract at its regular Council meeting on Monday, March 8, 2021.

A Pre-Bid Meeting will be held at **10:00 a.m.**, on **Friday, February 19, 2021**, at the Municipal Utility Office Building, located at 100 S. Second Street, Chambersburg PA, 17201, in the fourth floor conference room. **Attendance at the Pre-Bid Meeting is mandatory. Bids from parties not present at the Pre-Bid Meeting will not be accepted.**

Questions will be accepted by Paul Flohr by email (pflohr@chambersburgpa.gov), until 5:00 p.m., Friday, February 26, 2021.

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

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

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

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

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

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

The Borough intends to award the Contract on Monday, March 8, 2021, at its regular public Council meeting, but reserves the right to award the Contract at the immediately subsequent regular public Council meeting, on Monday, March 22, 2021.

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

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

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

The awarded Contractor shall enter into a Cleaning Services Agreement, in a form prepared by the Borough Solicitor's office, attached hereto.

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

DESCRIPTION AND FREQUENCY OF SERVICES TO BE RENDERED:

1. The Contractor shall provide professional commercial cleaning service to include cleaning and disinfecting services for municipal offices, buildings, work areas, vehicles, and equipment on an as needed basis. The exact amount of services needed is currently unknown and may vary from time to time or location to location. The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations, Interim Recommendations for US Community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>). The Contractor shall also ensure:
 - a. Knowledge of modern materials cleaning techniques, sequences and practices. Services will be performed by the Contractor's cleaning staff who are well trained in cleaning, basic sanitation, and safety procedures.

- b. Knowledge of Borough's policies, regulations and procedures for the use of the Borough's buildings.
 - c. Knowledge of supervisory principles and practices and ability to supervise subordinates to ensure full performance of tasks.
- 2. All cleaning personnel will be expected to follow requirements, guidelines, orders and instructions that govern the performance of janitorial services and custodial maintenance services in general and to their respective workplace locations in particular. Information items include, but not limited to:
 - a. Proper training in dealing with infectious waste;
 - b. Portable fire extinguisher training; and
 - c. Emergency procedures.

Additionally, the Contractor is to use only experienced and trained cleaning personnel in the performance of the cleaning services.

- 3. The Contractor shall provide a sufficient number of employees to perform the required regular cleaning tasks efficiently and in a manner satisfactory to the Borough. The Contractor is to ensure that all assigned cleaning staff:
 - a. Will have completed in house training and or certification programs.
 - b. Display an alert, professional and authoritative demeanor and convey trustworthiness and competence.
 - c. Be proficient and dependable at carrying out their responsibilities.
 - d. Fully capable of performing duties requiring arduous physical exertion, including emergency situations.
 - e. All cleaning personnel proposed are to be physically, emotionally and intellectually capable of performing various cleaning situations, including but not limited to infectious waste and blood borne pathogens.
- 4. The Borough of Chambersburg is committed to environmentally preferable cleaning products and practices. Green cleaning is defined as cleaning to protect health without harming the environment. It has been found that widely used cleaning products can have serious adverse effects on the health of building occupants and cleaners. At the same time, these cleaning products are harming the environment. Green cleaning is a widely accepted movement to make cleaning for the health of building users and cleaners a primary concern, while minimizing the harm to the environment through better purchasing practices and cleaning processes. Green cleaning means emphasizing the environmental sustainability of cleaning operations and overall building health (i.e. indoor air quality) and not solely evaluating building cleanliness based on appearance.
- 5. The Contractor will be required to provide and maintain, at its sole expense, professional/commercial quality cleaning equipment necessary for the performance of the Services.

The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use. The Contractor shall use all equipment and tools in such a manner that it will not scar or mark walls or other surfaces. The Contractor shall ensure that appropriate equipment is available on-site when needed. The Contractor shall assume all risk of loss for stored equipment or materials, which includes without limitation consumables and cleaning supplies.

6. The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.
7. Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life and safety concerns shall be reported immediately, upon discovery, to the Borough. The Borough will provide an appropriate contact list to the Contractor for this purpose.
8. All communications from the Contractor's employees shall be directed through the Contractor to the Borough. At no time shall the Contractor's employees leave written messages, instructions, or requests at any site locations. The Contractor and the Borough shall cooperate in developing a method for communicating day to day needs, requests or observations requiring action by the Contractor or the Borough. The Contractor and the Borough shall review any required actions and or responses to issues.
9. The Borough will use e-mail to communicate to the Contractor any concerns or problems that need to be resolved. The Contractor is to contact the Borough, by phone, e-mail, or in person, within the current day or at the beginning of the next workday to schedule and implement corrective action of these issues. Contractor's failure to respond to the concerns or problems within the timeframe stated will be considered a failure to perform and may lead to agreement termination.
10. The Contractor will be responsible for the security of a building while working inside and for securing the facility upon departure. All exterior doors and ground floor windows shall be kept closed and locked while work is being performed in or about the building. All building exits shall be secured/locked upon arrival of the cleaning crew; no exterior exits shall be left unlocked or blocked open during the performance of Services. Any exterior exit being used to remove supplies, trash or equipment shall not be blocked open or left unattended. These security procedures shall be strictly followed.

Only the Contractor and its authorized employees are to have access to the facility. Once the building is locked, doors will not be opened to allow any person to enter. Doors to unattended rooms shall be closed during the shift except while being serviced. Any problems or questions dealing with individuals requesting access without an entrance key or proper authorization, theft or vandalism will be immediately reported.

The Contractor shall be allowed only in the areas specified by the Borough. Some areas may be considered off limits to the Contractor. The Contractor shall be notified of any such areas.

11. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment as well as other potential hazards within the facility. Contractor shall provide its employees with all personal protective equipment and training required by Municipal, State, and Federal Regulations when using chemical cleaning products. Contractor

shall provide adequate supervision and training to ensure its employees are in compliance with this requirement.

- 12.** Damage Reports: In all instances where Borough property or equipment is damaged, the Contractor shall submit a full report of the incident and extent of the damage to the Borough verbally within one hour, and in writing by e-mail within 24 hours of the occurrence.
- 13.** The Contractor shall thoroughly complete each specified task in a professional manner, using trained, experienced staff and quality equipment/materials. Services will be performed in accordance with the frequencies specified. The whole of the Services and the manner of performing them shall be done to the satisfaction of the Borough. The Borough will, from time to time, perform random inspections for the sole purpose of assessing the Contractor's performance. The Services to be performed shall be subject to random inspections by representatives of the Borough while in process or after completion. If any such Service(s) are found to be unsatisfactory and not in accordance with the requirements of the Borough, the Borough will notify the Contractor and the Contractor will take immediate steps for corrective actions, at the Contractor's expense and within the time frames specified by the Borough. Should the Contractor fail to remedy any part of the rejected Services the Borough may make alternative arrangements for the rectification and any expense(s) incurred by the Borough in so doing will be fully recoverable from the Contractor.
- 14.** The Services will consist of general commercial cleaning services to clean the commercial, industrial, and institutional buildings and areas owned and/or operated by the Borough, on an "as needed" basis. Consistent attention to detail is critical. Bidders should provide bid prices based upon the number of employees and hours determined to be necessary to meet all of the requirements, as described herein. Additional services may be solicited as needed on a time and materials basis.
- 15.** The Scope of Services also includes cleaning and disinfecting the equipment utilized in providing Borough services such as motor vehicles, trucks, and heavy equipment as needed from time to time by the Borough.
- 16.** All bids shall be based upon all commercial, industrial, and institutional buildings and areas owned and/or operated by the Borough of Chambersburg, according to bid requirement and ordinances. The Borough reserves the right to exclude certain facilities, vehicles, and equipment from the Scope of Services, at the Borough's sole discretion, as and when determined by the Borough.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough; unless otherwise specifically addressed in this Agreement.

2. Inspection of Work or Goods

The Borough reserves the right to inspect the Contractor's Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Agreement. Periodic inspections will be performed by the Borough or its agents.

3. Termination and Suspension

Should the Contractor fail to perform the Work to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate this agreement upon twenty-four (24) hours written notice to the Contractor. This Agreement may be cancelled by either party upon thirty (30) days written notice. The Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

4. Notice of Defect

Neither final payment nor acceptance of the work or of the Goods shall relieve the Contractor of responsibility for failure to comply with the Specifications. The Borough shall give the Contractor prompt notice of defects that become apparent in their Work during the term of Agreement. The Contractor shall remedy any defects in his work that shall appear within said period and shall bear the expense of repairing everything that has been destroyed or damaged by such defects. In the case of subpar Goods, Contractor must immediately replace deliverables. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

5. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, or approvals related to the performance of the Work, or delivery of such Goods, including but not limited to electrical, water, building permit, or other construction permitting from Federal, State, or local agencies, are the responsibility of the Contractor and all expenses for such should be included in the Bid proposal.

6. Assignment

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough.

The Contractor shall not obligate the Borough to make any payments to another party for, or on behalf of the Borough, without the approval of the Borough.

7. Invoices and Payment

All payments will be processed through the Borough's standard accounts payable system. Contractor Invoices should contain all applicable information. Additional invoice and payment requirements and conditions for payment are located in the Specifications. If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that

portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

8. Quantities Awarded

For requirements contracts only, the items and quantities of such items if set forth in the Bidding Documents are only estimates. The Borough in its sole discretion may make an award for some or all of the items bid and in such quantities as the Borough shall deem appropriate.

9. Delivery and Prices

All items must be delivered at the price(s) bid, FOB Point of Destination, unless otherwise approved by the Borough.

10. Insurance

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Chambersburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen's Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance. The Contractor may be required to include the Commonwealth of Pennsylvania, Department of Transportation as an additional insured for public liability insurance if a Highway Occupancy Permit is required for the Work.

A. WORKMEN'S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

11. Indemnification

The Contractor and its sub-contractors, if any, shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected

with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

12. Taxes

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by the Contractor unless otherwise provided by law.

13. Disputes

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

14. Compliance with Laws

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws, which may include but not be limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- C. The Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- D. The Pennsylvania Antibiid-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.

NON-DISCRIMINATION

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

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned Bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
 - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
 - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
 - D. That should this Proposal be accepted by the Borough of Chambersburg within sixty (60) days of the opening of bids (unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event this Proposal be accepted within one hundred twenty (120) days from the date of Bid opening), he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
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Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. § 4501 *et seq.*, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of :

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 bid.

I state that:

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

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

PROPOSAL

DATE _____

Project: Chambersburg Borough Cleaning Service Contract – COVID 19

ARTICLE 1 - BID RECIPIENT

1. This Bid is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to perform the Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Bidding Documents including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or up to one hundred twenty (120) days if award is delayed by a required approval of a government agency that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents and warrants, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. became familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Services;
- C. promptly given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder;
- D. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Services;
- E. carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Borough's offices, with the Bidding Documents; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Services.

ARTICLE 4 - BASIS OF BID

4.01 Bid pricing must be all inclusive for the full term of this Contract.

4.02 Bidder will complete the Services for the prices given below.

Item No	Description	Price (\$)
1.	Provide professional commercial cleaning service for municipal offices, buildings, and work areas.	\$ _____ Per Square Foot
2.	Provide professional commercial interior cleaning services for municipal vehicles	\$ _____ Per Vehicle regardless of size
3.	Provide professional commercial interior cleaning services for municipal mobile equipment (Examples include backhoes, skid-loaders, excavators, and other equipment with a closed cabin)	\$ _____ Per Equipment regardless of size

TOTAL BID AMOUNT: ITEM NUMBER 1 (printed words):

_____ Per Square Foot

TOTAL BID AMOUNT: ITEM NUMBER 2 (printed words):

_____ Per Vehicle regardless of size

TOTAL BID AMOUNT: ITEM NUMBER 3 (printed words):

_____ Per Equipment regardless of size

4.03 The Borough reserves the right to award none or all of all the above items to the lowest responsive and qualified bidder as deemed to be in the best interest of the Borough. The bid amount for each item is the total cost to be incurred by the Borough for the subject work to be completed in accordance with the Contract Documents. The Borough reserves the right to have Services performed at a portion of the listed locations to be charged on a square foot basis.

Facility	Approximate Square Feet
City Hall (Original side)	26,925 *Does not include 3 rd floor
Utility Addition	30,452 *Does not include rooftop penthouse
Police Department	*Included in the above square footage
Police Annex	2,020 *Does not include basement
Fire Department Headquarters	14,053
McKinley Street Fire Department	9,002
Service Center	5,192
Recreation Department	30,100
Aquatic Center	2,100
Highway Building	2,530
Garage Building	3,675
Water Plant	4,000
Sewer Plant Admin Building	2,400
Sewer Plant Lab	2,700
Sewer Plant 4 th Street Office Building	4,700

ARTICLE 5 — TIME OF COMPLETION

5.01 Bidder agrees that the performance of the Services will conform to the time requirements set forth in the Agreement.

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue there from.

Company Name _____

Address _____

Signature _____

Printed Name _____

Name of person familiar with proposal _____

Phone number _____

E-mail address _____

BOROUGH OF CHAMBERSBURG
PROFESSIONAL COMMERCIAL CLEANING SERVICE CONTRACT RELATED TO
COVID-19

This Professional Commercial Cleaning Service Contract Related to COVID-19 is made and entered into this _____ day of _____, 2021, (the “Effective Date”) by and between the **Borough of Chambersburg**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 100 South Second Street, Chambersburg, Pennsylvania, 17201 (hereinafter the “Borough”) and _____, (hereinafter “Contractor”) with a principal address of _____.

WHEREAS, the Borough has authorized certain work in connection with cleaning services related to COVID-19 (the “Services”) to provide cleaning and disinfecting services for municipal offices, buildings, work areas, vehicles, and equipment on an as needed basis; and

WHEREAS, on February 12, 2021, the Borough solicited requests for proposals for said Services, and provided interested parties with the general conditions of the Services (the “General Conditions”); and

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

WHEREAS, the Borough, having reviewed all written proposals, has determined that the Contractor’s proposal is responsive and meets the needs of the Borough, and that Contractor appears to be responsible, qualified and possesses sufficient skills and the necessary capabilities required to perform the Services set forth in this Professional Commercial Cleaning Service Contract Related to COVID-19 (the “Agreement”), and therefore desires to contract with the Contractor in accordance with the terms and conditions of this Agreement.

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

1. RECITALS

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

2. SCOPE OF SERVICES

Contractor’s responsibility under this Agreement is to provide cleaning services and all supplies, labor, and other required material or equipment necessary to accomplish the Scope of Services and accomplish such tasks for the Borough as set forth in the General Conditions (the “Scope of Services”). The Scope of Services will be bound by the specifications set forth in this Agreement, which are attached hereto as Exhibit “A” and incorporated herein by reference.

3. TERM

The term of this Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall terminate on the date that is twenty-four (24) months following the Effective Date of this Agreement.

4. GENERAL STANDARDS

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

5. ADDITIONAL SERVICES

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

6. ASSISTANCE PROVIDED BY BOROUGH

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

- A. The Borough will designate a person to act as its representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Borough's policies and decisions pertaining thereto within a reasonable time so as not to delay Contractor's Services. Such person may be present, at the Borough's sole option, when Contractor's Services are rendered.
- B. The Borough will allow Contractor reasonable access to Borough property which is necessary for Contractor to complete the Services.
- C. The Borough will timely review any information submitted to it by Contractor and shall, within a reasonable time, provide direction to Contractor so as to not hinder Contractor's timely performance of the Services.

7. SCHEDULE / TIME FOR PERFORMANCE OF SERVICES

- A. Contractor and the Borough shall mutually establish, in writing, the schedule and hours for the operation of the Services.
- B. Contractor shall arrive at the applicable Borough location and begin performance of the Services within a reasonable timeframe of receiving a request for Services from the Borough. For the avoidance of doubt, a reasonable timeframe shall be no later than ninety (90) minutes from Contractor's receipt of the request for Services from the Borough, unless specifically authorized by the Borough.
- C. The standard of care applicable to Contractor's Services will be the degree of skill and diligence normally employed by professionals performing the same or similar Services in the same locality at the time said Services are performed. The Contractor will re-perform any Services not meeting this standard without additional compensation.

8. TERMS OF PAYMENT TO CONTRACTOR

- A. Invoices shall be submitted monthly by the Contractor, are due upon presentation, and shall be considered past due if not paid within thirty (30) days of the invoice date. If payment is not received by the Contractor within forty-five (45) days of the invoice date, the Borough shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is less, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- B. Invoice price amounts shall reflect the amounts submitted in Contractor's Proposal.
- C. If the Borough objects to any portion of an invoice, the Borough shall so notify Contractor in writing within thirty (30) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in Contractor's favor and unpaid for more than forty-five (45) days after date that the dispute was resolved.
- D. If the Borough fails to make payments when due and/or fails to dispute invoices in accordance with this Agreement, or otherwise is in breach of this Agreement, Contractor may suspend performance of services upon twenty (20) days' written notice to the Borough. Contractor shall have no liability whatsoever to the Borough for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Borough.

9. INDEPENDENT CONTRACTORS

Any Services or Additional Services provided by the Contractor under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Services or Additional Services performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Services. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided by written agreement to do so.

10. NO SUBCONTRACTING

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

11. MATERIALS, EQUIPMENT, AND SUPPLIES

The Contractor shall provide and maintain, at its sole expense, professional/commercial quality cleaning equipment necessary for the performance of the Services. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use. The Contractor shall use all equipment and tools in such a manner that it will not scar or mark walls or other surfaces. The Contractor shall ensure that appropriate equipment is available on-site when needed. The Contractor shall assume all risk of loss for stored equipment or materials, which includes without limitation consumables and cleaning supplies.

12. AUTHORITY TO CONDUCT BUSINESS

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

13. BACKGROUND CHECK

- A. The Contractor is to ensure that all of its personnel who are to perform the Scope of Services have first undergone and passed a criminal background check.
- B. Any individual for whom a criminal record search certificate is not provided, or for whom a criminal record search certificate indicated any convictions or pending charges related to property offenses or crimes against another person, will not be permitted to perform the Scope of Services.

- C. All costs associated with all criminal records searches are the sole responsibility of the Contractor.

14. TERMINATION

- A. If the Borough is not satisfied with the quality of the Services provided under this Agreement, the Borough shall notify Contractor of the reason or reasons therefore, and the Contractor shall have three (3) business days from the date of the notification to rectify any issues to the satisfaction of the Borough, in its sole discretion. If, after three (3) business days, the Contractor does not improve the quality of the Services provided to the satisfaction of the Borough, the Borough may, immediately thereupon and in its sole discretion, terminate this Agreement, and the Borough shall thereafter assume no liability for any other provision in this Agreement.
- B. Notwithstanding all termination provisions in this Agreement, the Borough may also terminate this Agreement, in its sole discretion, by giving thirty (30) days prior notice to the Contractor in the event the Contractor defaults on any of its responsibilities, duties, or obligations under this Agreement. The Contractor shall default under this Agreement if the Contractor fails to comply with, perform, or observe any obligation, covenant, agreement, term or condition of this Agreement. Nothing in this Agreement shall affect, alter, change, or prevent the Borough's right to terminate this Agreement pursuant to other sections contained herein.

15. INDEMNIFICATION

- A. The Contractor shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, Contractors, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall reimburse any and all defense costs incurred by Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its employees, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction.
- B. The Borough agrees to release, hold harmless, and indemnify the Contractor, its officers, agents, and employees acting within the scope of their official duties, from and against damages, costs, and expenses (including reasonable attorneys' fees) only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541, *et. seq.* and in accordance with such limits of liability set forth in the Act. The Borough does not in any manner waive its rights and immunities provided by applicable law and/or regulation by entering into this Agreement.

16. INSURANCE

- A. The Contractor shall purchase commercial general liability insurance specifically for the performance of services under this Agreement in the aggregate amount of One Million Dollars (\$1,000,000.00). The Contractor shall include the Borough as an insured party under the liability insurance policy. The Contractor shall provide the Borough with an ACORD certificate of liability insurance demonstrating that the Borough is an insured party under the policy.
- B. The Contractor shall purchase and maintain a Fidelity Janitorial Bond in the amount of One Hundred Thousand Dollars (\$100,000.00). The Fidelity Janitorial Bond shall specifically protect the Borough against loss of money, securities, sensitive information, or other property that the Borough may sustain due to any fraudulent or dishonest act or acts committed by the Contractor or its agents. The Contractor shall provide a copy of the Fidelity Janitorial Bond to the Borough for its review.
- C. The Contractor shall maintain Worker's Compensation Insurance for its employees as required by the laws of the Commonwealth of Pennsylvania.

17. FORCE MAJEURE

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

18. REMEDIES

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

19. ENFORCEMENT COSTS

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event

the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in the Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

20. NOTICES

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

If to the Borough:

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

With copy sent to:

Borough Solicitor
Attn: G. Bryan Salzmänn
Salzmänn Hughes, P.C.
79 St. Paul Drive
Chambersburg, PA 17201
Email: gbsalzmänn@salzmännhughes.com

If to the Contractor:

21. APPLICABLE LAW / VENUE

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

22. AUDIT OF CONTRACTOR RECORDS

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

23. NON-DISCRIMINATION

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

24. ASSIGNMENT

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

25. ENTIRE AGREEMENT / AMENDMENTS

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

26. SEVERABILITY

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

27. NO OFFER

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

28. USE OF HEADINGS

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

29. EFFECTIVE DATE

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

30. COUNTERPARTS

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

31. INTERPRETATION

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

32. RIGHT TO KNOW LAW

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

(Signatures on Next Page)

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

APPROVED BY Town Council on _____, 2021

ATTEST:

Signature of Secretary

(SEAL)
By:
Title:
Date:

ATTEST:

Borough of Chambersburg

Jamia L. Wright,
Borough Secretary

(SEAL)
Alice C. Elia,
President of Town Council
Date:

Exhibit A

Scope of Services

1. The Contractor shall provide professional commercial cleaning service to include cleaning and disinfecting services for municipal offices, buildings, work areas, vehicles, and equipment on an as needed basis. The exact amount of services needed is currently unknown and may vary from time to time or location to location. The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations, Interim Recommendations for US Community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>). The Contractor shall also ensure:
 - a. Knowledge of modern materials cleaning techniques, sequences and practices. Services will be performed by the Contractor's cleaning staff who are well trained in cleaning, basic sanitation, and safety procedures.
 - b. Knowledge of Borough's policies, regulations and procedures for the use of the Borough's buildings.
 - c. Knowledge of supervisory principles and practices and ability to supervise subordinates to ensure full performance of tasks.

2. All cleaning personnel will be expected to follow requirements, guidelines, orders and instructions that govern the performance of janitorial services and custodial maintenance services in general and to their respective workplace locations in particular. Information items include, but not limited to:
 - a. Proper training in dealing with infectious waste;
 - b. Portable fire extinguisher training; and
 - c. Emergency procedures.

Additionally, the Contractor is to use only experienced and trained cleaning personnel in the performance of the cleaning services.

3. The Contractor shall provide a sufficient number of employees to perform the required regular cleaning tasks efficiently and in a manner satisfactory to the Borough. The Contractor is to ensure that all assigned cleaning staff:
 - a. Will have completed in house training and or certification programs.
 - b. Display an alert, professional and authoritative demeanor and convey trustworthiness and competence.
 - c. Be proficient and dependable at carrying out their responsibilities.

- d. Fully capable of performing duties requiring arduous physical exertion, including emergency situations.
 - e. All cleaning personnel proposed are to be physically, emotionally and intellectually capable of performing various cleaning situations, including but not limited to infectious waste and blood borne pathogens.
4. The Borough of Chambersburg is committed to environmentally preferable cleaning products and practices. Green cleaning is defined as cleaning to protect health without harming the environment. It has been found that widely used cleaning products can have serious adverse effects on the health of building occupants and cleaners. At the same time, these cleaning products are harming the environment. Green cleaning is a widely accepted movement to make cleaning for the health of building users and cleaners a primary concern, while minimizing the harm to the environment through better purchasing practices and cleaning processes. Green cleaning means emphasizing the environmental sustainability of cleaning operations and overall building health (i.e. indoor air quality) and not solely evaluating building cleanliness based on appearance.
 5. The Contractor will be required to provide and maintain, at its sole expense, professional/commercial quality cleaning equipment necessary for the performance of the Services. The Contractor's equipment must be removed from public areas when not in use. All of the Contractor's equipment must be clean, properly maintained, and properly secured when not in use. The Contractor shall use all equipment and tools in such a manner that it will not scar or mark walls or other surfaces. The Contractor shall ensure that appropriate equipment is available on-site when needed. The Contractor shall assume all risk of loss for stored equipment or materials, which includes without limitation consumables and cleaning supplies.
 6. The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.
 7. Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life and safety concerns shall be reported immediately, upon discovery, to the Borough. The Borough will provide an appropriate contact list to the Contractor for this purpose.
 8. All communications from the Contractor's employees shall be directed through the Contractor to the Borough. At no time shall the Contractor's employees leave written messages, instructions, or requests at any site locations. The Contractor and the Borough shall cooperate in developing a method for communicating day to day needs, requests or observations requiring action by the Contractor or the Borough. The Contractor and the Borough shall review any required actions and or responses to issues.
 9. The Borough will use e-mail to communicate to the Contractor any concerns or problems that need to be resolved. The Contractor is to contact the Borough, by phone, e-mail, or in person, within the current day or at the beginning of the next workday to schedule and implement corrective action of these issues. Contractor's failure to respond to the concerns or problems within the timeframe stated will be considered a failure to perform and may lead to agreement termination.
 10. The Contractor will be responsible for the security of a building while working inside and for securing the facility upon departure. All exterior doors and ground floor windows shall be kept closed and locked while work is being performed in or about the building. All building exits shall

be secured/locked upon arrival of the cleaning crew; no exterior exits shall be left unlocked or blocked open during the performance of Services. Any exterior exit being used to remove supplies, trash or equipment shall not be blocked open or left unattended. These security procedures shall be strictly followed.

Only the Contractor and its authorized employees are to have access to the facility. Once the building is locked, doors will not be opened to allow any person to enter. Doors to unattended rooms shall be closed during the shift except while being serviced. Any problems or questions dealing with individuals requesting access without an entrance key or proper authorization, theft or vandalism will be immediately reported.

The Contractor shall be allowed only in the areas specified by the Borough. Some areas may be considered off limits to the Contractor. The Contractor shall be notified of any such areas.

- 11.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with cleaning agents and equipment as well as other potential hazards within the facility. Contractor shall provide its employees with all personal protective equipment and training required by Municipal, State, and Federal Regulations when using chemical cleaning products. Contractor shall provide adequate supervision and training to ensure its employees are in compliance with this requirement.
- 12.** **Damage Reports:** In all instances where Borough property or equipment is damaged, the Contractor shall submit a full report of the incident and extent of the damage to the Borough verbally within one hour, and in writing by e-mail within 24 hours of the occurrence.
- 13.** The Contractor shall thoroughly complete each specified task in a professional manner, using trained, experienced staff and quality equipment/materials. Services will be performed in accordance with the frequencies specified. The whole of the Services and the manner of performing them shall be done to the satisfaction of the Borough. The Borough will, from time to time, perform random inspections for the sole purpose of assessing the Contractor's performance. The Services to be performed shall be subject to random inspections by representatives of the Borough while in process or after completion. If any such Service(s) are found to be unsatisfactory and not in accordance with the requirements of the Borough, the Borough will notify the Contractor and the Contractor will take immediate steps for corrective actions, at the Contractor's expense and within the time frames specified by the Borough. Should the Contractor fail to remedy any part of the rejected Services the Borough may make alternative arrangements for the rectification and any expense(s) incurred by the Borough in so doing will be fully recoverable from the Contractor.
- 14.** The Services will consist of general commercial cleaning services to clean the commercial, industrial, and institutional buildings and areas owned and/or operated by the Borough, on an "as needed" basis. Consistent attention to detail is critical. Bidders should provide bid prices based upon the number of employees and hours determined to be necessary to meet all of the requirements, as described herein. Additional services may be solicited as needed on a time and materials basis.

- 15.** The Scope of Services also includes cleaning and disinfecting the equipment utilized in providing Borough services such as motor vehicles, trucks, and heavy equipment as needed from time to time by the Borough.

- 16.** All bids shall be based upon all commercial, industrial, and institutional buildings and areas owned and/or operated by the Borough of Chambersburg, according to bid requirement and ordinances. The Borough reserves the right to exclude certain facilities, vehicles, and equipment from the Scope of Services, at the Borough's sole discretion, as and when determined by the Borough.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

Print or type. See Specific Instructions on page 3.

Part I Taxpayer identification number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Receipt of Confirmation
Of
Bidding and Contract Documents**

For

PROFESSIONAL COMMERCIAL CLEANING SERVICE RELATED TO COVID – 19

All prospective Bidders who obtained the Bidding Documents electronically must fax this “Receipt of Confirmation” form no later than MARCH 4, 2021 at 9:00 A.M., EST to:

Jamia L. Wright, Borough Secretary, at (717) 251-2437.

The undersigned confirms receipt of all 39 pages of the bidding and contract documents dated February 12, 2021 for the project referenced above as posted electronically at www.borough.chambersburg.pa.us.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____