

APPROVED

First Reading: 01/12/11

Passed 8-0: 02/09/11

**COUNTY OF LEHIGH, PENNSYLVANIA
COMMISSIONERS BILL 2011-02
SPONSORED BY COMMISSIONER CREIGHTON
REQUESTED DATE: JANUARY 3, 2011
ORDINANCE NO. 2011-105**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
BELLEZZA HAIR AND BODY CAFÉ, LLC**

WHEREAS, §801.1(2) of the Administrative Code of the County of Lehigh requires ordinance approval for nonbid professional service agreements over ten thousand dollars (\$10,000.00); and

WHEREAS, Cedarbrook Nursing Homes requests that the County of Lehigh enter into an agreement with Bellezza Hair and Body Café, LLC, to provide barber/beauty services for the residents of Cedarbrook Nursing Homes.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED
BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,
PENNSYLVANIA, THAT:**

1. The proposed agreement for professional services with Bellezza Hair and Body Café, LLC, marked Exhibit "A" attached hereto and made a part hereof by this reference, is hereby approved.

2. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.

3. The County Executive shall distribute copies of this Ordinance to the proper offices and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.

4. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.

5. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this 9th day of February, 2011, by the following vote:

<u>Commissioners</u>	<u>AYE</u>	<u>NAY</u>
Dean N. Browning	X	
Thomas C. Creighton, III	X	
Percy H. Dougherty (absent)		
Glenn Eckhart	X	
Gloria L. Hamm	X	
William H. Hansell	X	
David S. Jones, Sr.	X	
Daniel K. McCarthy	X	
Andy Roman	X	

ATTEST:

Deul Burdick
Clerk to The Board of Commissioners

APPROVED this 16th day of February, 2011.

Donald T. Cunningham, Jr.
County Executive

ENACTED this 16th day of February, 2011.

Contract Number: _____

Copy ID#: _____

Completed: _____

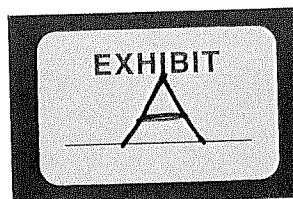
COUNTY OF LEHIGH

CONTRACT FOR PROFESSIONAL SERVICES

PURPOSE OF CONTRACT: To provide Barber/Beauty Services for the Cedarbrook
Nursing Homes on an "as needed basis".

AWARDED TO: Bellezza Hair and Body Café, LLC

Federal ID: 20-1524871
Telephone: 610-797-1750
Fax: 610-797-4122



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PROFESSIONAL SERVICE CONTRACT

This is a contract between the **County of Lehigh**, a Home Rule County of the third class, with offices at 17 South Seventh Street, Allentown, PA, 18101-2401 hereinafter referred to as the COUNTY, and Bellezza Hair and Body Café, LLC, with offices at 2000 Oxford Drive, Allentown, PA 18103 (Federal ID# 20-1524871), hereinafter referred to as the PROVIDER.

WITNESSETH,

WHEREAS, the COUNTY wishes to purchase, and the PROVIDER wishes to furnish the services cited below according to all applicable Federal, State, and Local Laws; and,

WHEREAS, the services referred to are professional in nature;

NOW THEREFORE, the COUNTY and the PROVIDER, in consideration of the obligations herein undertaken and intending to be legally bound, hereby agree as follows:

I. SCOPE OF SERVICES

A. The PROVIDER shall provide the following services: To provide Barber/Beauty Services on an "as needed basis".

B. These services and the requirements for their provision are set forth more fully in Appendix 'A' attached hereto and incorporated as if set forth in full.

II. TERM OF CONTRACT

A. The contract shall become effective when executed by the Lehigh County Executive according to the date parameters as stated below:

Beginning Date: February 1, 2011

Termination Date: January 31, 2013

B. The contract may be terminated by either party upon default of agreed terms as herein stated, in writing and providing thirty days notification. Should the PROVIDER lose its license or certification the contract may be terminated immediately by the COUNTY. COUNTY may terminate this contract with or without cause, by providing thirty days written notice to the PROVIDER. The County Executive is authorized to terminate any contract with the PROVIDER pursuant to the provisions of this sub-paragraph.

C. COUNTY shall be liable only for payments due the PROVIDER as set forth in this Contract up to and including the date of termination.

D. This contract may be extended for two (2) additional one-year terms upon the same terms and conditions. Any renewal must be in writing and signed by both parties.

E. The PROVIDER and the COUNTY hereby agree the COUNTY may assign any or all of its rights and delegate any or all of its obligations or responsibilities under this Contract upon twenty (20) days written notice to PROVIDER in the manner set forth in Article XVII of this Contract.

III. COMPENSATION

A. The COUNTY shall pay for the services rendered by the PROVIDER, according to the provisions which are identified in Appendix 'B' attached hereto and incorporated by this reference as if set forth in full.

B. The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the PROVIDER emanate from State or Federal sources, payment is also contingent upon the COUNTY receiving such moneys from the State or Federal Government.

C. PROVIDER explicitly agrees that it will not submit to COUNTY any false claim, as defined in the False Claims Act, 31 U.S.C. § 3729 et seq.

D. With respect to any billing, COUNTY reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists, which discrepancy should be corrected by a new statement. In such instances, COUNTY may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of COUNTY to notify PROVIDER of any such disagreement or discrepancy as soon as possible.

IV. SCHEDULE OF ATTACHMENTS

A. The PROVIDER shall be bound by the following appendices attached hereto, incorporated herein as if set forth in full:

Appendix A - Scope of Services
Appendix B - Compensation
Appendix C - Amendments and Special Provisions

V. COVENANTS, REPRESENTATIONS AND WARRANTIES

A. The COUNTY covenants, represents, and warrants:

1. The person or persons signing on behalf of the COUNTY are duly authorized to do so.

2. That this contract is entered into by the Lehigh County Executive pursuant to his authority under section 402(j) of the Lehigh County Home Rule Charter.

3. That the COUNTY is in compliance with all applicable federal, state and local laws especially, but without limitation to all statutes, ordinances, rules, and regulations governing any and all federal and state funding of the contract.

4. That if the representations in subparagraphs 2 or 3 above should at any time hereafter become incorrect, the COUNTY will promptly take all steps to correct the noncompliance.

B. The PROVIDER covenants, represents and warrants:

1. The person or persons signing on behalf of the PROVIDER are duly authorized to do so.

2. That the PROVIDER is entering into this contract either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this contract.

3. That the PROVIDER now complies with and will continue to comply with for the duration of this contract, all applicable law in its business and activities which pertain to the performance or funding of this contract, including, without limitation, the following:

a. The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley); and the Labor Management and Reporting and Disclosure Act (Landrum-Griffin).

b. Occupational Safety and Health Act, and OSHA regulations thereunder.

c. Worker's Compensation Laws.

d. The Environmental Protection Act, EPA regulation and the laws and regulations administered by the Pennsylvania Department of Environmental Resources.

e. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.

f. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.

g. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited by the aforesaid act.

h. The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.

I. Those laws relating to the fiscal management and accounting of public funds. The COUNTY, in its sole discretion, shall have the privilege of examining and or auditing the records of the PROVIDER which pertain to this contract to ascertain or verify compliance with this subparagraph.

j. The Americans with Disabilities Act.

k. The Immigration, Reform, and Control Act of 1986.

l. The Pro-Children Act of 1994.

m. The False Claims Act, 31 U.S.C. § 3729 et seq.

4. The PROVIDER acknowledges that in the event there is any violation of applicable laws or regulations by the PROVIDER, the COUNTY may deem the violation to be a breach of this contract by the PROVIDER.

5. The PROVIDER agrees that no employee, board member, or representative of the PROVIDER, either personally, or through an agent, shall solicit the referral of clients to any facility in a manner, which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducements. This applies to consents of fee schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives. The PROVIDER shall substantially include the language of this Paragraph in each subcontract under this Contract.

6. The PROVIDER agrees that all experimentation with human subjects involving physical or mental risk to those subjects shall be prohibited without the prior written approval of the Secretary of the Department of Health, subject to all

applicable laws, statutes and regulations, and voluntary, informed consent of the subject in writing. If the subject is a minor, or incompetent, a voluntary, informed consent of his/her parents or legal guardian shall be required.

7. The PROVIDER is duly organized, validly existing, and in good standing under the laws of Pennsylvania and the state in which the PROVIDER is organized as previously noted in the Opening Paragraphs of this Contract.

8. That PROVIDER, as a condition precedent to payment, shall upon request of COUNTY promptly furnish evidence of compliance of any sub-paragraph herein.

VI. TAXES

A. The PROVIDER hereby certifies, as a condition precedent to the execution of this contract and as an inducement for the COUNTY to execute same, that it is not "delinquent" on any taxes owed to the County of Lehigh (hereinafter "COUNTY"). "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. The PROVIDER further agrees, as a specific condition of this contract, that it shall remain current on all of the taxes it owes to the COUNTY. Should the PROVIDER become delinquent on any taxes it owes to the COUNTY during the term of this contract, the PROVIDER may be deemed to be in breach of this contract by the COUNTY and, in addition to any other remedies at law for such breach, the PROVIDER hereby specifically agrees and authorizes the COUNTY to apply all funds when due to the PROVIDER directly to the taxes owed to the COUNTY until said taxes are paid in full.

C. In the event the PROVIDER becomes delinquent, it hereby authorizes the COUNTY to make payments to the taxing authority for the COUNTY to bring the PROVIDER'S county taxes current.

VII. UNDUE INFLUENCE

The PROVIDER agrees not to hire any COUNTY Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this contract for up to and including one year following the termination of the employee from COUNTY service. Failure to abide by this provision shall constitute a breach of this contract.

VIII. CONFLICT OF INTEREST

A. The PROVIDER agrees to notify in writing the COUNTY as soon as the PROVIDER learns that:

1. A current employee of the COUNTY has commenced, or is intending to commence, employment with PROVIDER while continuing to maintain COUNTY employment, or
2. A current employee of the COUNTY has performed, or is intending to perform, services to the PROVIDER as an independent contractor while continuing to maintain COUNTY employment. Any written notice required to be given under this section shall specify the COUNTY employee's name, the nature of the COUNTY employee's employment, or the subject of the COUNTY employee's contract with the PROVIDER and the date on which the COUNTY employee's employment or contract with PROVIDER commenced.

IX. BREACH OF CONTRACT

- A. The PROVIDER agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this contract.
- B. When a breach of this contract has occurred, the COUNTY, in the exercise of its discretion, may allow PROVIDER a specified period of time to correct its breach of the contract.
- C. If PROVIDER does not correct its violations of the contract as specified, COUNTY may terminate the contract in whole or in part if such partial termination is in the best interest of the COUNTY.

X. CONFIDENTIALITY

- A. The PROVIDER and the COUNTY, their agents and employees shall perform their respective obligations under this contract in such manner as to insure that records, names, and identities of persons to whom services are or have been provided, shall remain confidential except as disclosure is permitted or required by law. Photographs, videos, and/or recordings, which in any way identify clients, shall not be released without the written consent of the legally responsible party, and the COUNTY representative.
- B. Termination of this Contract for any reason shall not relieve the PROVIDER of any of PROVIDER'S obligations as stated in this paragraph.

XI. DISCRIMINATION CLAUSE

In carrying out the terms of this contract, both parties agree not to discriminate against any employee or client or other person on account of age, race, color, sex, religious creed, national origin, marital status, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract

Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

XII. INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER shall indemnify and hold harmless the COUNTY and each of its officials, employees, and agents from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses for whatsoever kind or nature, to the extent result from any:

1. Breach of the contract by PROVIDER;
2. Professional error or omission, fault, or negligence by PROVIDER or any one acting under its direction, control of or on its behalf in connection with or incident to its performance of this contract; and
3. General public liability claim arising in connection with the business or activities of PROVIDER which pertains to this contract.

B. If any claim is made against COUNTY which would give rise to a right of indemnification by COUNTY from PROVIDER, COUNTY will give notice thereof to PROVIDER. The COUNTY may permit the PROVIDER to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for PROVIDER, which will conduct the defense of such claim or litigation, must be approved by COUNTY, whose approval will not unreasonably be withheld. If COUNTY consents to permit PROVIDER to assume defense, COUNTY may participate in such defense. Neither party will consent to entry of any judgement or enter into any settlement without the written consent on the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to COUNTY all pertinent information under its control.

C. It is expressly understood by PROVIDER that the Pennsylvania state statute, specifically 42 Pa. C.S.A. 8549, which limits recovery against a local government unit and/or its officials and employees to a maximum of \$500,000.00, is not applicable to recovery of damages in an action against PROVIDER.

XIII. INSURANCE

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

1. Professional Liability Insurance
 - a. Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
 - b. If PROVIDER is a Medical Professional, PROVIDER shall ensure that all conditions are met for eligibility for MCARE Fund coverage.
 - c. Coverage for occurrences happening during the performance of services required under this contract shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one or two year period of exposure exists.
2. General Liability Insurance
 - a. Limits of Liability: \$1,000,000 in the aggregate and per occurrence.
 - b. Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
3. Worker's Compensation and Employer's Liability Insurance
 - a. Limits of Liability: Statutory Limits.
 - b. Other States' coverage and Pennsylvania endorsement.
4. Automobile Liability Insurance
 - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - b. Coverage: Owner, non-owned and hired vehicles.
 - c. PROVIDER shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
5. Umbrella Excess Liability
 - a. \$5,000,000 in the aggregate and per occurrence.

b. Coverage provided shall be over auto liability, general liability, and professional liability.

6. Abuse/Sexual Molestation and Corporal Punishment Liability Insurance.

a. \$1,000,000 per occurrence; \$3,000,000 in the aggregate.

B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which are licensed to do business in the Commonwealth of Pennsylvania. The COUNTY prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the COUNTY at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the PROVIDER'S insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the COUNTY no later than thirty (30) days after the effective date of the policy.

C. Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.

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

E. If the PROVIDER fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

F. PROVIDER shall include all subcontractors as insurers under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this contract.

G. Any modification or waiver of the insurance requirements contained in this section shall be set forth in Appendix 'C'.

XIV. INDEPENDENT CONTRACTOR

A. The PROVIDER is deemed an Independent Contractor and shall not during the term of this contract assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the COUNTY. No relationship

of employer-employee is intended nor created by this contract, it being understood that PROVIDER shall render services to the COUNTY on an independent contractor basis. PROVIDER is not entitled to any benefits from the COUNTY including but not limited to compensation other than that set forth in the 'Compensation' section, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that the COUNTY will deduct no employment taxes from any compensation paid to PROVIDER and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the COUNTY.

B. The PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this contract to bind the COUNTY in any contractual undertakings with any third parties as a result of the within contract and PROVIDER will not make any representation that it is capable of binding the COUNTY.

XV. MODIFICATION

This document and all attachments which have been incorporated by reference contain all the terms, provisions, and conditions of this contract. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this contract shall be valid only when reduced to writing, duly signed by the parties of this contract, and attached to the original of the contract.

XVI. REPORT

A. COUNTY may require PROVIDER to supply to COUNTY reports in the manner, at the times and in the form as prescribed by COUNTY.

B. If a final report or study is delivered to COUNTY pursuant to this contract, a copy of the final report or study shall be provided directly by the PROVIDER to the Board of Commissioners. PROVIDER agrees to present publicly the final report or study should a committee of the Board of Commissioners so desire.

XVII. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, evidenced by a signed and dated receipt, by facsimile transmission, or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event of service of notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER:

Bellezza Hair and Body Café, LLC.

Attn: Diane S. Rizzetto, Proprietor
2000 Oxford Drive
Allentown, PA 18103
Phone: (610) 797-1750
Fax: (610) 797-4122

COUNTY:

County of Lehigh
Cedarbrook Nursing Homes
Attn: Mary Hazzard, Asst. Administrator
724 Delaware Avenue
Bethlehem, PA 18015
Phone: (484) 895-2355
Fax: (610) 867-2332

B. The PROVIDER shall notify the COUNTY in writing prior to changes in the PROVIDER'S location, mailing address, phone number, facsimile number, or name.

XVIII. PENNSYLVANIA CERTIFICATION

The PROVIDER shall provide annually, upon renewal, copies of required certifications or licenses. The PROVIDER shall notify the COUNTY in writing within five (5) working days of any loss of its Pennsylvania certification or licensure for any of the services being provided to the COUNTY. Upon notification of any loss of certification/licensor for any of the services being provided to the COUNTY, the COUNTY may terminate this contract immediately.

XIX. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to COUNTY in a professional and ethical manner. All work performed or managed by PROVIDER must be of the highest quality and should conform to all standards, safety guidelines, and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities. All services to be performed under this Contract shall be performed in the most cost-effective manner while still achieving the objectives of COUNTY.

XX. AUDIT

A. The PROVIDER shall maintain and retain all books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for a period of seven (7) years following final performance under this contract. The record shall properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which

reimbursement is claimed under the provisions of this Contract. If PROVIDER is not a public body, PROVIDER agrees to maintain records which comply with the nationally accepted uniform Standards of Accounting and Financial reporting for Voluntary Health and Welfare Organization.

B. The Lehigh County Controller, or any of his/her duly authorized representatives shall, at reasonable times, during the term of this contract and until seven (7) years after the final performance under this contract, have access to and the right to examine any books, documents, papers, and records of the PROVIDER which are related to the performance of this contract or payment under this contract for compliance, performance or evaluation.

C. PROVIDER shall provide to the COUNTY an audit of the financial transactions and/or units of service of the PROVIDER, by an independent auditor, in accordance with the accepted and required auditing standards of COUNTY. Cost of such audit shall be borne by the PROVIDER.

XXI. PROVIDER RESPONSIBILITY PROVISIONS

A. PROVIDER certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the PROVIDER cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

B. If PROVIDER enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the COUNTY shall have the right to require the PROVIDER to terminate such subcontracts or employment.

C. The PROVIDER agrees to reimburse the COUNTY for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the PROVIDER'S compliance with the terms of this or any other contract between the PROVIDER and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The PROVIDER shall not be responsible for investigative costs for investigations which do not result in the contractor's suspensions or debarment.

D. The PROVIDER may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: (717) 783-6472
Fax: (717) 787-9138

XXII. INTERPRETATION

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

XXII. CONFIDENTIAL INFORMATION

The PROVIDER has not included confidential or proprietary information or trade secrets as part of any submission to COUNTY. If the PROVIDER has determined that it must divulge such information as part of any submission to COUNTY, the PROVIDER submitted to COUNTY a signed written statement to that effect in accordance with 65 P.S. §67.707(b) and additionally provided a redacted version of its submission, which removed only the confidential or proprietary information and trade secrets for public disclosure purposes.

XXIII. RIGHT TO KNOW

A. The Pennsylvania Right to Know Law, 65 P.S. §67.101-3104, applies to this Agreement and all documents provided to COUNTY in connection with the administration of the Project Funding.

B. In the event COUNTY receives a Right-To-Know Law request regarding documents or information in the PROVIDER's possession and relating to the contract or performance thereunder ("Requested Information"), the PROVIDER agrees to provide COUNTY with access to, and copies of, the Requested Information within Fourteen (14) calendar days after notification from COUNTY, and to provide such other assistance as COUNTY may request in order to comply with the Right-to-Know Law.

C. The PROVIDER agrees that COUNTY's determination as to whether Requested Information is a public record under the Right-to-Know Law is dispositive of the question as between the parties and the PROVIDER agrees not to challenge COUNTY's determination. The PROVIDER will have the opportunity to submit a written statement to COUNTY explaining

why the Requested Information is exempt from public disclosure under the Right-to-Know Law for up to seven (7) calendar days after receiving the request.

D. The PROVIDER agrees to abide by any decision of the Pennsylvania Office of Open Records, or by the Pennsylvania Courts, to release a record to the public and agrees to release all rights and remedies that may be available to it as result of COUNTY's disclosure of Requested Information pursuant to the Right-to-Know Law.

E. The PROVIDER's duties relating to the Right-to Know Law shall survive the expiration of the contract and shall continue as long as the PROVIDER has Requested Information in its possession.

XXIV. INTERPRETATION

The PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of the PROVIDER and the COUNTY that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

XXV. GOVERNING LAW

The contract shall be governed by the laws of the Commonwealth of Pennsylvania including matters of construction, validity, and performance and any action filed in connection with this contract shall be filed in the Court of Common Pleas of Lehigh County.

XXVI. SEVERABILITY

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Contract shall remain in full force and effect.

XXVII. ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties hereto. It supersedes any and all prior written or oral understanding between the parties, and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth. No waiver of the breach of any term or condition of the contract shall be deemed to constitute the waiver of any breach of the same or any other term or condition.

IN WITNESS WHEREOF, the parties hereto have executed the within contract by their officials hereunto duly authorized;

PROVIDER
(affix seal)

Bellezza Hair and Body Café, LLC

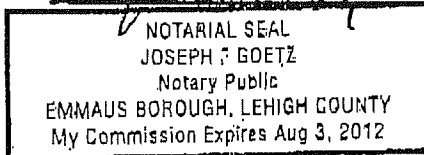
Attest: _____

By: *Diane L. Rizzetto*
Diane L. Rizzetto
Proprietor

Date: 12-30-10

Sworn and subscribed before me this
30th day of December 2010

COUNTY OF LEHIGH
(affix seal)



Witness _____

DONALD T. CUNNINGHAM, JR.
COUNTY EXECUTIVE

Date: _____

APPENDIX A SCOPE OF SERVICES

The PROVIDER shall provide Barber/Beauty services for COUNTY, as more fully set forth in Section 5.0 (Scope of Work-Vendor Responsibilities) of the Request for Proposals # 10-051 dated October 12, 2010, a copy of said RFP attached hereto, made a part hereof and Marked Exhibit "A-1". Further the PROVIDER agrees to comply with Sections 8.0 (Conforming Work), 9.0 (Performance Standards) and 12.0 (Qualifications & Experience) of the Request for Proposals # 10-051, together with all other provisions of the Request for Proposals, in providing services under the terms of this contract.



REQUEST FOR PROPOSALS #10-051

BARBER / BEAUTY SERVICES

CEDARBROOK NURSING HOMES

COUNTY OF LEHIGH

OCTOBER 12, 2010

NOTE: IF YOU DID NOT RECEIVE THIS BID PACKET DIRECTLY FROM EITHER THE LEHIGH COUNTY PURCHASING OFFICE OR LEHIGH COUNTY WEBSITE YOU DO NOT HAVE AN OFFICIAL COPY. SEE SECTION 34.0 FOR FURTHER DIRECTION.

Due Date / Time: November 3, 2010, 4:00 P.M., Local Time
Opening Date / Time: November 4, 2010, 10:00 A.M., Local Time

04BarberBeauty(RFP)10, 10/12/2010

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NOTE: If the Request for Proposals package you received is missing any pages as identified above, please contact the Lehigh County Purchasing Department at (610) 782-3030.

INTRODUCTION
(RFP #10-051)

BARBER / BEAUTY SERVICES

CEDARBROOK NURSING HOMES
COUNTY OF LEHIGH

The County of Lehigh is soliciting proposals for Barber / Beauty Services, in accordance with this Request for Proposals (RFP).

Proposal shall be made upon proposal forms or letterhead stationery and all references to numbers shall be stated both in writing and figures. The signature shall be an original in long hand, and the completed form shall be without interlineation, alteration or erasure.

One (1) clearly marked original and two (2) clearly marked complete copies (including all proposer provided attachments) of each proposal shall be submitted and delivered to Thomas Slonaker, Controller of Lehigh County, Suite 465 of the Government Center, 17 S. Seventh Street, Allentown, PA 18101. Envelopes shall be closed, sealed and marked, "**Proposal #10-051 for Barber / Beauty Services**", according to Specifications attached hereto, prior to 4:00 P.M. Local Time, November 3, 2010. The County Controller's time clock shall be considered the official time. It is suggested that firms submit their bids early to avoid traffic accidents, overnight courier errors, etc... as there will be no exceptions whatsoever to this cutoff. Proposals will be opened after 10:00 A.M. Local Time, the following day, November 4, 2010, in Room 450 of the Government Center. **The opening will consist only of name and address recording of respondents. As this is an RFP requiring evaluation, no pricing information will be read aloud at the time of the opening.**

The Executive of Lehigh County will grant due consideration to any features of the Specifications submitted by the proposers and does hereby reserve the right to choose the proposal which, in his judgment is best suited for the intended purposes. The Executive of the County of Lehigh does also reserve to himself, the right to waive all informalities in awarding a contract in the best interests of the County of Lehigh.

EXECUTIVE OF LEHIGH COUNTY

BY: George M. Nader, Jr., CPPO
County Purchasing Agent

DATED: October 12, 2010

SPECIFICATIONS
(RFP #10-051)

BARBER / BEAUTY SERVICES

CEDARBROOK NURSING HOMES
COUNTY OF LEHIGH

1.0 GENERAL:

- 1.1 The County of Lehigh is soliciting proposals for an independent firm to provide Barber / Beauty Services for the Cedarbrook Nursing Homes, County of Lehigh on an "as needed basis".
- 1.2 Cedarbrook Nursing Homes is a licensed nursing facility with two (2) sites:
- | | |
|---|---|
| 1.2.1 Cedarbrook - Allentown (CBA)
350 S. Cedarbrook Road
Allentown, PA 18104 | Cedarbrook - Fountain Hill (CBFH)
724 Delaware Avenue
Bethlehem, PA 18015 |
|---|---|

2.0 BACKGROUND:

- 2.1 The total bed compliment is 680 beds. There are 483 beds at Cedarbrook – Allentown and 197 beds at Cedarbrook – Fountain Hill. Additionally, there is a 57 bed independent living unit, known as Brookview (BV), at the Cedarbrook – Allentown complex. Residents of the Cedar View and Cedar Village (CV) apartments may also access the resulting barber / beauty services.
- 2.2 The average daily census is 97%. The average daily census of residents on Medical Assistance is 83%. This information is based upon the June 2010 Census Recap Report.
- 2.3 Barber / Beauty Statistics:
- 2.3.1 Services/Month (Average per month based upon 6 months of statistics)

Service	CBA*	CBFH	Monthly Total
Barber Cut	52	16	68
Barber Cut & Shampoo	34	0	34
Barber Cut & Beard/Moustache Trim	5	1	6
Barber Cut, Shampoo, Beard/Moustache Trim	3	0	3
Beard and Moustache Trim	1	1	2
Shampoo Only	1	0	1
Shampoo & Haircut Only	15	0	15
Shampoo & Set	386	74	460
Shampoo, Haircut & Set	169	34	203
Shampoo, Haircut & Blow Dry	13	9	22
Shampoo, Blow Dry, Curl	18	24	42
Shampoo Set & Trim	0-1	0-1	0-1
Perm	35	11	46
Spiral Perm	0-1	0-1	0-1
In-Depth Conditioner	0-1	0-1	0-1
Color Rinse	61	0	61
Color Tint	1	2	3
Color Tint (residents supplies the tint product)	8	1	9
Haircut & Color Tint	6	2	8
Women's Cut	17	9	26
Re-Comb	0-1	0-1	0-1
Wig Cleaning/Styling	1	1	2
Updo (French Twist, Braid)	16	4	20

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

Apartment Visit 0-1 0 0-1

* Includes services to residents of Brookview, Cedar View, and Cedar Village

2.3.2 In addition, services will be provided on the nursing units at Cedarbrook - Allentown and Cedarbrook - Fountain Hill if residents are unable to receive services in the shop.

2.3.3 These are averages only. The County will not guarantee any specific quantities. The number of services provided may increase or decrease according to resident needs or requests.

3.0 SCHEDULE OF EVENTS:

3.1 The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows:

3.1.1	Issue Request for Proposals Notice	October 12, 2010
3.1.2	Cutoff for Questions	October 22, 2010, 4:00 PM
3.1.3	Cutoff for Answer Addendum	October 26, 2010, 12:00 PM
3.1.4	Proposals Due	November 3, 2010, 4:00 PM
3.1.5	Proposals Publicly Opened	November 4, 2010, 10:00 AM
3.1.6	Issue "Intent to Award"	November 10, 2010
3.1.7	Finalize Contract Language	December 1, 2010
3.1.8	Ordinance Approval	January 12, 2011
3.1.9	Estimated Contract Start Date	February 1, 2011

4.0 OPTIONAL SITE VISIT:

4.1 Firms may visit the barber / beauty shops at each building to fully acquaint themselves with the existing conditions, by scheduling in advance by contacting:

4.1.1 Mary Hazzard
Assistant Administrator
484-895-2355

4.2 Any information offered at this site visit that is not already specifically included in this RFP packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or offeror.

5.0 SCOPE OF WORK – VENDOR RESPONSIBILITIES:

5.1 Basic barber / beauty services will include, but not limited to:

5.1.1 Barber Cut
5.1.2 Barber Cut & Shampoo
5.1.3 Barber Cut & Beard/Moustache Trim

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

- 5.1.4 Barber Cut, Shampoo, Beard/Moustache Trim
- 5.1.5 Beard and Moustache Trim
- 5.1.6 Shampoo Only
- 5.1.7 Shampoo & Haircut Only
- 5.1.8 Shampoo & Set (includes use of rollers)
- 5.1.9 Shampoo, Haircut & Set
- 5.1.10 Shampoo, Haircut & Blow Dry
- 5.1.11 Shampoo, Blow Dry, Curl (use of curling iron)
- 5.1.12 Shampoo, Set & Trim
- 5.1.13 Perm (includes haircut, shampoo/set, conditioner)
- 5.1.14 Spiral Perm
- 5.1.15 In-Depth Conditioner
- 5.1.16 Color Rinse
- 5.1.17 Color Tint (includes wash, tint product, application of tint, conditioner, styling)
- 5.1.18 Color Tint (residents supplies the tint product)
- 5.1.19 Haircut & Color Tint
- 5.1.20 Women's Cut
- 5.1.21 Re-Comb
- 5.1.22 Wig Cleaning/Styling
- 5.1.23 Updo (French Twist, Braid)
- 5.1.24 Apartment Visit (for services provided in apartments at Brookview, Cedar View, Cedar Village)
- 5.1.25 Any other new mutually agreeable service at a mutually agreeable price.
- 5.2 Provide proper supplies, such as, but not limited to, shampoo, conditioner, perm solutions, combs, brushes, clips, blow dryers, and curling irons.
- 5.3 Provide services by professional barbers/beauticians currently licensed in Pennsylvania. Personnel must be employed by the firm, and covered by the firm's liability and worker's compensation insurance. The County will not consider proposals from firms that employ independent contractors.
- 5.4 Agrees to allow Cedarbrook to orient vendor's personnel on the facilities' policies and procedures, including, but not limited to, Resident Abuse, Resident Rights, Disaster and Fire Procedures, Incidents/Accidents, etc. Vendor agrees to comply with Cedarbrook's policies and procedures.
- 5.5 Provide services to residents on the nursing units as needed.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

- 5.6 Provide services from 8:00 A.M. to 4:00 P.M., Monday through Friday. After contract award, vendors may propose a different schedule subject to prior, written Cedarbrook's approval.
- 5.7 Obtain proper written authorization for the types and frequency of services the resident or responsible party.
- 5.8 The vendor and its personnel, procedures, equipment, materials and supplies will conform with federal, state, and local laws, regulatory requirements, and professional standards of practice. The vendor and its personnel will comply with all generally accepted infection control standards and practices.
- 5.9 If requested, the vendor will provide Cedarbrook with a list of products used, and will maintain Material Safety Data Sheets (MSDS) on all products. Copies of the MSDS will be made available to Cedarbrook upon request.
- 5.10 The contractor will assign a person to represent the contractor as a liaison with Cedarbrook. The liaison will report to Cedarbrook's designee, who will oversee and monitor the performance of the contractor to ensure satisfactory service.
- 5.11 Report maintenance and repair needs to physical plant and any County owned property timely.
- 5.12 Provide a description of Vendor's scheduling system, and how information is communicated to residents and facility staff. Provide copies of other relevant policies and procedures, in particular, quality and infection control procedures, and any other information the County may find useful in evaluating proposals.
- 5.13 Vendor must have and maintain a Pennsylvania Cosmetology Shop (Salon) license. A copy must be submitted with vendor's response.

6.0 SCOPE OF WORK – CEDARBROOK RESPONSIBILITIES:

- 6.1 The existing barber/beauty shop space at each site will be fully available to the vendor for the provision of services. At a minimum, the County will equip each shop with:
 - 6.1.1 Telephone, clock, cabinets, bulletin boards, utility hooks for capes, blow dryers, and curling irons, clean and dirty towel bins, dust pan and broom, trash receptacles, paper towels and soap dispenser, dryers on wheels, roller carts, shampoo sinks with spray, and large wall mirror.
- 6.2 Provide routine maintenance and emergency repairs to the physical plant as needed.
- 6.3 Provide general housekeeping and linen (i.e. towels) service.
- 6.4 Provide volunteers or staff to transport residents to the barber/beauty shop for their appointments.
- 6.5 Provide access to the County's computer system as needed, including the use of Cedarbrook's computerized scheduling program.

7.0 SCOPE OF WORK – QUANTITIES:

- 7.1 Any and all quantities listed throughout this Request for Proposals are for informational purposes only. The actual number of services may increase or decrease in accordance with demand and actual need. There are no guaranteed minimums.
- 7.2 The County is not interested in receiving proposals that contain a minimum quantity. Proposals received with such limitations will not be considered for contract award.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

8.0 CONFORMING WORK:

- 8.1 All work performed or managed must be of the highest quality and shall conform to all standards, safety guidelines and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

9.0 PERFORMANCE STANDARDS:

- 9.1 All services to be performed under this ensuing contract shall be performed in the most cost effective manner, in achieving the objectives of the County.

10.0 TERM OF CONTRACT:

- 10.1 The contract period shall be for a period of **two (2)** years commencing immediately upon final execution (estimated to be February 1, 2011).
- 10.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year terms, in the event the successful proposer agrees to hold the prevailing fixed annual price. Said renewal(s) shall be confirmed in writing, between the parties.

11.0 TERMINATION OF CONTRACT:

- 11.1 The County of Lehigh reserves the right to terminate the contract at any time, with 30 days prior written notice, if not satisfied with the quality of service provided or if the Proposer fails to fulfill any of the conditions of these "Specifications".

12.0 QUALIFICATIONS & EXPERIENCE:

12.1 Vendors must:

- 12.1.1 Be an established provider of barber / beauty services in nursing care facilities, having conducted business as such for a period of at least three (3) years. It's preferred that the provider's experience include services to large nursing facilities (300+) beds. A list of contracted facilities, including number of beds, must be submitted with the proposal.
- 12.1.2 Agree to hire and supply professional barbers / beauticians currently licensed in Pennsylvania.
- 12.1.3 Provide at least three (3) references, including contact person, title and telephone number for services performed continuously for at least the last two (2) years.
- 12.2 Criminal history record checks and tuberculosis screening will be required on all the vendor's personnel, as per Cedarbrook policy, prior to any resident contact. Documentation of same will be provided to Cedarbrook.

13.0 COMPENSATION:

- 13.1 Using the provided Proposal Form, proposer shall provide per each pricing for all services listed. Said fixed fee shall include reimbursement for any expenses incurred, including supplies.
- 13.2 Discrepancies on the Proposal Form between:
- 13.2.1 The multiplication of quantities requested and unit prices will be resolved in favor of the unit prices.
- 13.2.2 The indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

13.2.3 Words and figures will be resolved in favor of the words.

13.3 All fees quoted shall be guaranteed for a minimum period of one (1) year unless approved by the County mid year.

13.4 Annual increases in fees must be approved by the County, and will be implemented only after residents and their responsible parties are given proper advance notice of at least sixty (60) days.

13.5 Accepting tips from residents is not permitted.

13.6 All start-up costs are the responsibility of the vendor.

13.7 Any costs incurred by proposer in preparing or submitting offers are the proposer's sole responsibility. The County will not reimburse any proposer for any costs incurred prior to contract award.

14.0 PAYMENTS AND INVOICING:

14.1 Services will be billed to the County by the 15th of the month.

14.2 All invoices shall be submitted directly to:

14.2.1 Cedarbrook Nursing Home
350 S. Cedarbrook Road
Allentown, PA 18104
Attn: Financial Services Office

14.3 Invoices will include the resident's name, date of service, and description of service provided. Invoices will not be processed for payment without receipt of this information.

14.4 Payments shall be made to the vendor within 30 days after receipt of the invoice and supporting documentation as described in item **14.3** above.

15.0 INSURANCE:

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

15.1.1 General Liability Insurance:

15.1.1.1 Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

15.1.1.2 Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

15.1.2 Workers' Compensation and Employers' Liability Insurance:

15.1.2.1 Limits of Liability: Statutory Limits.

15.1.2.2 Other States' coverage and Pennsylvania endorsement.

15.1.3 Automobile Liability:

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

- 15.1.3.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- 15.1.3.2 Coverage: Owner, non-owned and hired vehicles.
- 15.1.3.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
- 15.1.4 Professional Liability Insurance:
 - 15.1.4.1 Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.
 - 15.1.4.2 If the selected firm is a Medical Professional, the selected firm shall ensure that all conditions are met for eligibility for MCARE fund coverage.
 - 15.1.4.3 Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.
- 15.2 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The County prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 30 days after the effective date of the policy.
- 15.3 With the exception of the Professional Liability Insurance Policy and Automobile Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the County as additional insured party thereunder; and a provision that at least 30 calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage reduced.
- 15.4 If the selected firm desires to self insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 15.5 If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- 15.6 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.
- 16.0 HOLD HARMLESS CLAUSE:
 - 16.1 Vendor shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Vendor. The Vendor agrees to indemnify, defend and hold harmless the County, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Vendor or Vendor's employees, volunteers or contractors, in fulfilling the terms of the Contract.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

17.0 EXCLUSIVE JURISDICTION:

- 17.1 The parties agree that any dispute, controversy or claim arising under or in connection with the resulting Agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Lehigh County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Lehigh County Court sitting in Allentown, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party may assert its customary appeal rights in the appellate courts of the Commonwealth of Pennsylvania from a final determination of the Lehigh County Court of Common Pleas. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

18.0 FEDERAL EXCISE AND PA SALES TAX:

- 18.1 The County of Lehigh is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the proposal shall exclude such Federal and State Tax amounts.
- 18.2 This provision shall not apply to construction, repair and/or maintenance contracts where the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the costs thereof in computation of the proposal.

19.0 CONTRACT:

- 19.1 The selected firm will be expected to execute the County's Standard Professional Service Agreement, as altered to fit this RFP.
- 19.1.1 This is the only document that will be used for the resulting contract. The County will neither review nor consider signing any additional documentation requested by the successful vendor.

20.0 AVAILABILITY OF APPROPRIATED FUNDS:

- 20.1 The Offeror hereto agrees that any and all payments due from the County, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

21.0 TAX DELINQUENCY:

- 21.1 Offeror hereby certifies, as a condition precedent to the execution of this Contract, and as an inducement for the County to execute same, that it is not "delinquent" on any taxes owed to the County. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.
- 21.2 Offeror further Agrees, as a specific condition of this Contract, that it shall remain current on all of the taxes it owes to the County. Should Offeror become delinquent on any taxes it owes to the County during the term of this Agreement, Offeror may be deemed to be in breach of this agreement by County and, in addition to any other remedies at law for such breach, Offeror

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

hereby specifically agrees and authorizes the County to apply all funds when due to Offeror directly to the taxes owed to the County until said taxes are paid in full.

- 21.3 In the event the Offeror becomes delinquent, it hereby authorizes the County to make direct payments to the taxing authority for the County to bring Offeror's County taxes current.

22.0 UNDUE INFLUENCE:

- 22.1 Offeror agrees not to hire any County Personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this agreement for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this agreement.

23.0 FACTORS FOR AWARD:

- 23.1 Lehigh County will evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and oral discussion, select the firm best qualified for the assignment and which is most advantageous to the County, cost and all other factors considered.
- 23.2 The County of Lehigh reserves the right to reject any or all respondents.
- 23.3 Any firm who has demonstrated poor performance during either a current or previous agreement with the County may be considered as an unqualified source and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 23.4 The County Purchasing Agent will issue an "Intent to Award" letter to the selected firm. Final award is contingent on approval by Ordinance of the County.

24.0 FEDERAL EXCLUSION LISTS:

- 24.1 The County of Lehigh will not award publicly offered contracts involving the Cedarbrook Nursing Homes to any firm whose name appears on either the Federal Government Health and Human Services' Office of the Inspector General's Exclusion List and/or the List of Parties Excluded from Federal Procurement and Nonprocurement Programs maintained by the U.S. General Services Administration.

25.0 FORM OF PROPOSAL:

- 25.1 Using the provided Proposal Form, proposer shall provide firm fixed fees for all services listed. Said fees shall include reimbursement for any expenses incurred, including supplies.
- 25.2 Proposer must also include documentation to support the requirements outlined in Sections **5.0** and **12.0** above. All supporting documentation should be provided utilizing two (2) sided copies, if possible.
- 25.3 Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

26.0 CARE OF DATA:

- 26.1 The selected firm shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

27.0 EXCEPTIONS:

- 27.1 Any exceptions to terms, conditions, or other requirements in any part of this RFP must be clearly pointed out in the offeror's proposal. Otherwise, the County will consider that all items offered are in strict compliance with this RFP, and the successful proposer will be responsible for compliance.
- 27.2 The County Purchasing Agent shall be the sole judge of which, if any, exceptions are acceptable and such a decision will be final.

28.0 COOPERATIVE PURCHASING PROGRAMS:

28.1 Lehigh Valley Cooperative Purchasing Council (LVPCPC):

- 28.1.1 The County of Lehigh is a member of the Lehigh Valley Cooperative Purchasing Council (LVPCPC), which presently consists of **62 agencies** (authorities, boroughs, cities, counties, school districts, townships, etc.), located within the boundaries of Lehigh and Northampton Counties. Members of the LVPCPC may, at their discretion, avail themselves of contracts awarded by the Lehigh County Purchasing Office provided the vendor agrees.

28.2 Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB):

- 28.2.1 The County of Lehigh is a member of the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB), which presently consists of the following **nine (9) counties** - Berks, Bradford, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery and Northampton. Members of the SPCCPB may, at their discretion, avail themselves of contracts awarded by the Lehigh County Purchasing Office provided the vendor agrees.

28.3 Intergovernmental Cooperative Purchasing:

- 28.3.1 Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, (Title 62 PA C.S. 1902), known as the "Commonwealth of Pennsylvania Procurement Code", local public procurement units, local municipalities, and authorities are permitted to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local public procurement (LPP) unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction. LPP units located within the Commonwealth of Pennsylvania, or as otherwise approved by the County and the vendor may, at their discretion, avail themselves of contracts awarded by the County of Lehigh, provided the vendor agrees.

- 28.4 The terms and conditions of the resulting Agreement apply in full, except that unless identified in the Request for Proposals, quantities of items listed herein do not include any requirements for LVPCPC members, SPCCPB members or LPP units. Their requirements, if any, will be identified by each member or unit through direct communications with the vendor. All orders, invoices, payments and related transactions will be made directly between the vendor and the individual LVPCPC member, SPCCPB member or LPP unit.

- 28.5 All firms are asked to complete and return the enclosed Cooperative Purchasing Program form.

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

29.0 PUBLIC RECORDS REQUESTS:

- 29.1 Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by the County are presumed to be public and available for inspection and duplication.
- 29.2 A record in the possession of a party with whom the County contracts to perform a governmental function for the County, and which directly relates to the governmental function and is not exempt under the Act, is a public record.
- 29.3 If there is a request for a record submitted to the County by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from the County to provide input on the release of the record. The third party shall then be notified whether the County released the record.
- 29.4 Requests for public records which are unquestionably public may be made to the Office of Purchasing. However, all other requests for public records must be made in writing to the County Open-Records Officer during regular business hours. The party requesting copy shall pay \$0.25 per page.

30.0 NO PROPOSAL REPLY FORM:

- 30.1 To assist in obtaining good competition on Request for Proposals, each firm who has received an RFP, but does not wish to participate, is asked to complete and return the attached No Proposal Reply Form. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List or do not return either this form, or a bonafide proposal.

31.0 QUESTIONS / CLARIFICATIONS:

- 31.1 Any official questions and/or clarifications shall be directed, in writing, to the person noted below, on or before 4:00 P.M., October 22, 2010. Questions raised after this cut-off will remain unanswered.
 - 31.1.1 George M. Nader, Jr., CPPO
County Purchasing Agent
County of Lehigh
Fax: (610) 820-2013
Email: georgenader@lehighcounty.org
- 31.2 Questions will be answered in writing and distributed during to all firms on or before 4:00 P.M., October 26, 2010.
- 31.3 Any information offered at the optional site visit described in section **4.0** that is not already specifically included in this ITB packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or firm.
- 31.4 Questions answered outside of the parameters described above are neither valid, nor binding upon the County.

32.0 FUTURE "INVITATIONS TO BID" / "REQUESTS FOR PROPOSAL":

- 32.1 Publicly offered County of Lehigh "Invitations to Bid" and "Requests for Proposal" being coordinated by the Office of Purchasing, are only advertised on the County's Website. To access these projects:
 - 32.1.1 Proceed to "www.lehighcounty.org".

SPECIFICATIONS - BARBER / BEAUTY SERVICES (continued)

32.1.2 Click on Departments, then Purchasing in the upper banner area.

32.1.3 Click on Bid Advertisements in the "gutter" on the left side of the page.

32.2 Depending on the project, you will be able to view the advertisement, electronically request that a copy of the specification be mailed and/or download the specification directly from the site.

33.0 TABULATION OF RESPONSES:

33.1 A draft tabulation sheet of responses received to this Request for Proposals will be available for review (in Adobe's Portable Document Format) on the County's Website within approximately 24 hours of the opening. This information is provided to give participating firms a preliminary understanding of the responses received. **As this is an RFP requiring evaluation, only the firm names and addresses will be listed. No pricing information will be provided until after an intent to award announcement is made.** These sheets will remain listed until an award decision is made. To access these draft tabulations:

33.1.1 Proceed to "www.lehighcounty.org".

33.1.2 Click on Departments, then Purchasing in the upper banner area.

33.1.3 Click on Bid Tabulations in the "gutter" on the left side of the page.

33.2 Once an intent to award announcement is made, the **final** tabulation sheet of responses, including pricing information, will be available under the "Bid Awards" section on the County's Website, with the successful proposal highlighted.

34.0 AUTHORITY TO DISTRIBUTE RFP PACKAGES:

34.1 The Lehigh County Purchasing Office (and website, if applicable) is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from an RFP package obtained from any other source may have an incomplete set of documents. The County assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

34.2 Firms who have received the RFP package from a source other than the County Purchasing Office (and website, if applicable) are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

--- END OF SPECIFICATIONS ---

ADDENDUM #1
(RFP #10-051)

BARBER / BEAUTY SERVICES

CEDARBROOK NURSING HOMES
COUNTY OF LEHIGH

The following additions, deletions or changes are hereby made to the above referenced Request for Proposals:

✓ Following are the responses to received before the 4:00 PM, October 22nd cutoff. The questions submitted are listed, with the respective answers below:

1. I have a Master Barber License and was the owner/operator of *(firm name removed)* in *(cities removed)* and *(firm name removed)*. I have also provided services to shut-ins in the Lehigh County area. Please advise at your earliest opportunity if these qualifications would meet the criteria for submitting a proposal for the County. Thank you.
 - *Item 12.1.1 of the Request for Proposals requires firms to be "... an established provider of barber / beauty services in nursing care facilities, having conducted business as such for a period of at least three (3) years". It does not appear as though the described experience satisfies this requirement.*
2. How does an entity establish itself as a provider for services at a County facility if not through a bid to do such work – I realize your goal is to provide services to clients though using a well established provider, which is the goal for all involved, but are the bids only open to someone who has already or is currently working at such facilities? Since I initially received a call from the County asking to provide contact information in order for your office to forward an email regarding the proposal, I am somewhat confused as to who qualifies to submit a bid.
 - *The County received a letter of introduction from this Provider in 2008, and added the letter to the file for the next RFP. The County generally does not investigate any Provider's qualifications prior to the bid or RFP process. This Provider was put on the vendor list to give them the opportunity to submit a proposal. The County understands the issue...how to become an experienced provider when no one gives you the opportunity to gain experience. However, the purpose of the RFP is not to give unproven Providers "on the job training". Consequently, we will only consider proposals from Providers who have an established work history in nursing facilities. It is imperative that the Provider understand the unique challenges of providing services to nursing facility residents.*
3. I am getting ready to send the proposal in for Barber/Beauty Services, I have included a copy of the Beauty Shop license, but was not sure if you needed a copy of the TB tests and criminal background checks?
 - *Copies of the TB tests and criminal background checks will be required from the successful firm only after contract award and before starting any work.*

The provisions of this Addendum No. 1 shall take precedence over the original "Request for Proposals", wherever they may conflict; the intention being to alter said specifications as noted.

LEHIGH COUNTY EXECUTIVE

BY: George M. Nader, Jr., CPPO
County Purchasing Agent

DATED: October 26, 2010

APPENDIX B COMPENSATION

Compensation for services performed pursuant to Appendix A shall be charged at the rates set forth in the PROVIDER's PROPOSAL FORM contained in the PROVIDER's response to RFP # 10-051, a copy of which is attached hereto, made a part hereof and marked as "Exhibit 1 to Appendix B".

Original
Copy #1
Copy #2

X

PROPOSAL FORM
(RFP #10-051)

BARBER / BEAUTY SERVICES

CEDARBROOK NURSING HOMES
COUNTY OF LEHIGH

We, Bellezza hair & body care, on this the 29 day of October, 2010 hereby:
(Proposer's Name)

- Propose and agree to furnish and deliver BARBER / BEAUTY SERVICES for the Cedarbrook Nursing Homes, County of Lehigh, in accordance with this "Request for Proposals", for the total estimated annual fee of One Hundred Seventy-Five Thousand Five Hundred and Eighty-One Dollars (\$ 175,581). This total is broken down as:

Service	Estimated Annual Quantity	Price Per Each	Extended Total
Barber Cut	816	\$ 8.50	\$ 6,936.00
Barber Cut & Shampoo	408	\$ 9.50	\$ 3,876.00
Barber Cut & Beard/Moustache Trim	72	\$ 10.00	\$ 7,200.00
Barber Cut, Shampoo, Beard/Moustache Trim	36	\$ 11.50	\$ 414.00
Beard and Moustache Trim	24	\$ 3.00	\$ 72.00
Shampoo Only	12	\$ 3.00	\$ 36.00
Shampoo & Haircut Only	180	\$ 10.50	\$ 1,890.00
Shampoo & Set	5520	\$ 11.50	\$ 63,480.00
Shampoo, Haircut & Set	2436	\$ 18.00	\$ 43,848.00
Shampoo, Haircut & Blow Dry	264	\$ 17.00	\$ 4,488.00
Shampoo, Blow Dry, Curl	504	\$ 11.50	\$ 5,796.00
Shampoo, Set & Trim	6	\$ 16.00	\$ 96.00
Perm	552	\$ 45.00	\$ 24,840.00
Spiral Perm	6	\$ 50.00	\$ 300.00
In-Depth Conditioner	6	\$ 1.00	\$ 6.00
Color Rinse	732	\$ 1.00	\$ 732.00
Color Tint	36	\$ 20.00	\$ 720.00

PROPOSAL FORM - BARBER / BEAUTY SERVICES (continued)

Color Tint (residents supplies the tint product)	108	\$ 17.50	\$ 1,890.00
Haircut & Color Tint	96	\$ 28.00	\$ 2,688.00
Women's Cut	312	\$ 10.00	\$ 3,120.00
Re-Comb	6	\$ 3.50	\$ 21.00
Wig Cleaning/Styling	24	\$ 4.00	\$ 96.00
Updo (French Twist, Braid)	240	\$ 12.50	\$ 3,000.00
Apartment Visit	6	\$ 6.00	\$ 36.00
Estimated Annual Total			\$175,581.00

➤ Have received and reviewed the following Addenda (if applicable):

1. Addendum #1, dated 10/26/2010
2. _____, dated _____
3. _____, dated _____

We have included one (1) clearly marked original and two (2) clearly marked copies of the following as our proposal:

- ✓ This Proposal Form.
- ✓ Documentation addressing the requirements of Sections 5.0 and 12.0, including the Reference Form.

NOTE: THE ENTIRE RFP PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all proposer provided attachments. Thank you.

Communications Concerning this Proposal shall be addressed to:

Contact Person Name: Diane Rizzetto
 Contact Person Title: Proprietor
 Address: 4700 Boxwood Circle
Emmatus, PA 18049
 Telephone Number: 610-967-1385
 Fax Number: 610-797-4122
 Email Address: drizz@rcn.com

PROPOSAL FORM - BARBER / BEAUTY SERVICES (continued)

Authorized Signature of Proposer

When the Proposer is an Individual:

Name of Proposer

Federal Tax ID Number

Street Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Signature

Signatory's Name and Title (Printed)

When the Proposer is a Partnership:

Bellezza hair & body care LLC
Name of Partnership

20-1524871
Federal Tax ID Number

2000 Oxford Drive
Street Address

Allentown PA 18103
City State Zip

610-797-1750
Telephone Number

610-797-4120
Fax Number

bellezza rcn.com
Email Address

Danie L. Rizzetto
Signature

Danie L. Rizzetto - proprietor
Signatory's Name and Title (Printed)

When the Proposer is a Corporation:

Name of Corporation

Federal Tax ID Number

Street Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Signature (** see note below)

Signatory's Name and Title (Printed)

Witness's Signature (** see note below)

Witness's Name and Title (Printed)

**** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the offer.**

APPENDIX C
AMENDMENTS AND SPECIAL PROVISIONS

1. The provisions of the RFP # 10-051 dated October 12, 2010 and the response of the PROVIDER dated October 29, 2010, a copy of said RFP attached hereto, made a part hereof and Marked Exhibit "A-1". In the event of a conflict between the terms of this agreement, the RFP and the PROVIDER'S response to the RFP, the conflict shall be resolved by the following order of preference: this agreement, the RFP, the PROVIDER'S response to the RFP.

2. Section XIII (Insurance) Paragraphs A.5 and A.6 are not applicable.

COUNTY OF LEHIGH ORDINANCE 2011 – NO. 105

CERTIFICATION

I, DAVID BARILLA, Clerk to the Board of Commissioners of Lehigh County, do hereby certify that the attached is a true and correct copy of the ordinance adopted at a regular meeting of the Commissioners of Lehigh County held on the 9th day of February, 2011, and approved on the 16th day of February, 2011 by the Lehigh County Executive, and effective on the 26th day of February, 2011.



David Barilla

DAVID BARILLA, Clerk
Board of Commissioners