

2019 Lawn Mowing Bid

ARTICLE I. SCOPE OF WORK

1. Intent of Specifications

Franklin Township, York County, Pennsylvania, is soliciting bids (“Proposal(s)”) for furnishing the merchandise, supplies, services, and/or equipment set forth in this Bid. It is the intent and purpose of the specifications to detail the terms and conditions under which a successful Bidder(s) (“Vendor (s)”, “Contractor(s)”) will provide services to Franklin Township.

2. Bid Form and Acceptance Deadline

A. Please submit your bid on the attached bid form.

B. Your bid shall be received no later than 4:30 PM on Tuesday, November 13, 2018, at the address notated in 2(J) below. **Bids received after this date and time will not be considered. Facsimile or electronic submissions of the bid are not acceptable. All bids must be in sealed envelopes** clearly marked with bid name “2019 Lawn Mowing Bid” and opening date. **ORIGINAL** bid must be clearly marked original and contain all original signatures.

C. Bid Security in the amount of ten percent (10%) of the total amount of the 2019 Lawn Mowing price shall accompany all bid proposals. Required security must be in the form of a certified or bank cashier’s check made payable to Franklin Township or a bid Bond issued by a surety licensed to conduct business in the Commonwealth of Pennsylvania and named in the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Account, US Treasury Department. The Bid Security of the successful bidder will be retained until the bidder has executed the agreement and furnished the required Contract Security, whereupon it will be returned; if the bidder fails to execute and deliver the Contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the Township may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder who the Township believes to have a reasonable chance of receiving the award may be retained by the Township until the earlier of the seventh (7) day after the executed Contract is delivered by the Township to the Contractor and the required Contract Security is furnished or the sixty-first (61) day after the Bid Opening; Bid Security of other bidders will be returned within fourteen (14) days of the Bid Opening.

D. Late Bids will be returned to the Bidder unopened. Franklin Township will not be responsible for unmarked/improperly marked Bids or for Bids delivered to the wrong location.

E. All Bids shall remain open for sixty (60) days after the day of the Bid Opening, but the municipality may, in its discretion, release any Bid and return the Bid Security prior to that date.

F. Bid may be withdrawn at any time prior to the official opening. After the official opening, Bid may not be amended, altered or withdrawn without the approval of Franklin Township. The Contractor(s) may submit no changes, amendment(s) or modifications once it has submitted the Proposal. The Contractor(s) may withdraw and resubmit a Proposal any time prior to the final date set for receipt of Proposals.

G. This “Instructions to Bidders” (“ITB”) constitutes only an invitation to submit responsive and responsible bids to Franklin Township, County of York, Commonwealth of Pennsylvania, herein referred to as the “Township”.

- 1) Notwithstanding any other provisions of this ITB, the Township reserves the right:
 - a) to determine, in its sole discretion, whether any aspect of a bid satisfactorily meets the criteria established in this ITB;
 - b) to request additional information from any bidder to investigate and assert in the bidder’s capability, reliability, and responsibility to perform this Contract;
 - c) to waive immaterial defects of any bid;
 - d) to reject any or all bids with or without cause;
 - e) to reject any bid which does not comply with this ITB;
 - f) to re-advertise for new bid;

- g) to reject any bid which appears to be unbalanced, fraudulent, deceptive, misleading, unfair, not in good faith, or which takes undue advantage of the Township or the contract;
 - h) and to take any action which the Township deems appropriate.
- 2) The Township intends to act and select one bid which, in the sole opinion of the Township Board of Supervisors, is most favorable to the citizens of the Township.
 - 3) The procedures set forth in this ITB are for the convenience of the Township only and shall not give rise to any right in any person.
 - 4) If a contract is not awarded for any reason or that this ITB is withdrawn for any reason, the Township shall have no liability to any bidder for any costs or expenses incurred or lost profits in connection with this ITB or the bids or transactions contemplated by this ITB, or otherwise.
 - 5) No proposal will be considered from any person, firm or Corporation, who has defaulted in the performance of any previous contractor agreement made with the Franklin Township or who has conclusively shown to have failed to perform satisfactorily such contract or agreement.

H. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities of any kind may be rejected as informal.

I. Each and every bidder who submits a bid specifically waives any right to withdraw that bid for sixty (60) days, unless the bidder submits credible evidence that the reason for the bid being submitted was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, materials or services made directly in the compilation of the bid; provided, that: (1) notice of a claim of the right to withdraw such bid is made in writing with the Township within two business days after the opening of bids; and (2) the withdrawal of the bid would not result in the awarding of the contract on another bid of the same bidder, his partner or to a corporation or business venture owned by or in which he has a substantial interest. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or other work for, any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted, without the written approval of the contracting body; all in accordance with the provisions of Pennsylvania Act 4 of 1974, as found at 73 P.S. Section 1602 et seq, regarding Public Contracts – Withdrawal of Bids.

J. Any inquiries regarding this Bid should be made in writing to the Township Roadmaster at the address below not fewer than seven (7) days prior to the Bid opening date. Any additional information, deletions, or clarifications will be sent to all potential Bidders as written addendum to the Specifications, and as such shall become an integral part of the Specifications and subsequent contract. **Please submit the original and one (1) BID to:**

**Franklin Township York County
C/O Mike Ryan, Roadmaster
150 Century Lane
Dillsburg, PA 17019**

K. Franklin Township reserves the right to waive, change, add, or delete any terms or conditions of this Bid. The Township reserves the right to reject any or all proposal or portions of proposals submitted in response to this Bid. All Bids become the property of the Township. Township reserves the right to use, for its benefit, ideas contained in the proposal submitted. The Township is not liable for any costs or any damages that may be incurred by a Contractor(s) or perspective Contractor(s) in the preparation, formulation, or presentation of a proposal(s). In case of ambiguity or lack of clarity, the Township may adopt such interpretations as may be advantageous to the Township. Township may, in its discretion, request Contractors to make an oral presentation to the Township and/or its designee(s) in support of their proposals. Upon review of Bid, the Township may select the proposal or proposals that, in its judgment, are most advantageous to the Township, and thereupon select the Contractor or Contractors with whom to negotiate a contract or contracts. Such determination shall be solely at the discretion of the Township.

L. It shall be noted that the acreages listed herein are estimates, and as such may either increase or decrease as the needs of the Township dictate. The Township will pay for only those services specifically requested and received.

M. The Township shall use the following criteria to determine the lowest responsible and responsive Bidder meeting the Specification (list not in order of priority):

1. Total Cost;
2. Proposed methods of servicing the contract;
3. Effectiveness and timeliness of proposed methods of service provision;
4. Contractor qualifications, for both personnel and firm; and
5. Demonstrated ability to effectively perform specifications in Bid.

3. Background Information

Franklin Township requires the services of outside Contractors to provide Lawn Mowing on Township property specified in Article III of this Bid. The Township expects carefully performed, high quality work completed in a timely and cost-effective manner.

4. Mowing Specifications

This project shall be performed in accordance with the specification noted in Article III of this Bid. These specifications must be strictly adhered to during the entire period of the contract.

5. Terms of Agreement

The term of the Agreement shall be for one year from the date of contract award by the Franklin Township Board of Supervisors.

6. Prevailing Wage Determination

This project is NOT subject to the terms and conditions of the Pennsylvania Prevailing Wage Act as determined by the Secretary of Labor and Industry.

7. Termination

A. Franklin Township may terminate said Agreement by giving the Contractor twenty (20) days prior written notice of intent to terminate with no penalty to the Township.

B. When intent to terminate is delivered to the Contractor, either by certified mail or personal service, the Contractor shall cease all work except that which is already in progress as of the date said notice is given.

C. Franklin Township shall be responsible for payment of work already completed or for work in progress.

D. Contractor may not recover any anticipatory profits or costs incurred after termination.

E. Continuing non-performance by the Contractor of terms in these Specification shall be a basis for the termination of the contract by Franklin Township. The Township shall not pay for work, equipment, or supplies that are unsatisfactory. Contractors will be given a reasonable opportunity to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

8. Payments

A. Contractor shall submit an invoice for payments in full to the Township Secretary not later than the 15th of the month following the work period for only those services performed, completed, inspected by the Township, and certified as complete by the Township.

B. Franklin Township will process approved invoices for payment within thirty (30) days.

C. Franklin Township reserves the right to withhold payment to the Contractor or to require the Contractor to return payments, or parts thereof, received from the Township in the event the Contractor's performance does not comply with the provisions of these Specifications, or does not comply with applicable local, state or federal standards, regulations, or policies.

D. Contractor agrees to return any unearned amounts paid by Franklin Township within thirty (30) days following the final date of said agreement or within thirty (30) days of each notice to Contractor that amounts paid are to be refunded to the Township.

E. Franklin Township is exempted from Federal Excise and State Sales Tax; therefore, tax must not be included in this Bid.

F. Invoices shall be sent directly to:

**Franklin Township York County
Mike Ryan, Roadmaster
150 Century Lane
Dillsburg, PA 17019**

9. Contractor as Independent Contractor and Indemnification

A. Contractor is an independent contractor and shall exercise all rights and privileges under any Agreement between Franklin Township and Contractor as such, and in no way is Contractor or any of its agents, subcontractors, or employees to be considered officers, servants, or employees of the Township. The Township shall neither have nor exercise any control or direction over the employees, agents, or subcontractors of the contractor.

B. Contractor indemnifies and holds harmless Franklin Township, its officers, directors, employees, agents and other staff from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings, whether legal or administrative, and expenses, including but not limited to attorney fees, arising directly or indirectly out of any breach of agreement, misrepresentation, misconduct, or negligence on the part of Contractor or its employees, agents, or subcontractors.

10. Liability and Other Insurances

A. Contractor shall maintain liability insurance coverage and other necessary insurance coverage to protect itself and the Township against all claims and/or actions including those by Contractor's employees or agents of contractors and/or subcontractors, or by others. Contractor shall provide the Township when returning the bid a signed copy of the insurance policy(s) for the coverages listed in I (10) (B-C) below from a firm authorized to sell same within the Commonwealth of Pennsylvania. Said insurance policy(s) shall remain open and current for the entire term of said Agreement.

B. Contractor shall maintain liability insurance and other insurance coverage in full force and effect to protect itself and the Township against all claims and/or actions including, but not limited to those relating to:

1. Workers compensation disability benefit, and other similar employee benefit acts;
2. Bodily injury, occupational sickness or disease, or death of employees;
3. Bodily injury, sickness or disease, or death of any person other than any of Contractor's employees;
4. Damages because of damage to or destruction of tangible property, including loss resulting there from:
 - a) violations of civil rights;
 - b) Bodily injury, death and/or property damage arising from motor vehicle operation.

C. The insurance provided by Contractor shall be written for the amounts as written below, as a minimum:

1. Commercial General Liability – Occurrence Form ISO 1986 or equivalent;
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 Personal/Advertising Injury
 - \$2,000,000 Each Occurrence
 - Any restrictive endorsements must be included
2. Workers Compensation
 - Pennsylvania statutory coverage
 - Employer's Liability-Basic Limits
3. Business Vehicle Policy
 - Covering any vehicle-Policy symbol #1
 - \$1,000,000 Each Accident Limit

No restriction on Self-Insured Retention

D. Contractor's compliance with the above insurance requirement shall not relieve Contractor from any liability.

11. Non-discrimination

In the performance of any agreement between the Township and Contractor, Contractor warrants that it will not discriminate against any employee or subcontractor because of race, color, sex, religious creed, ancestry, age, gender, or national origin. Furthermore, Contractor agrees not to discriminate against any client because of race, color, religious creed, ancestry, age, gender, or national origin.

12. Loss or Damage Caused by Defendant

It is agreed that the Township shall not be responsible for any acts of third-party defendants which result in loss or damage to contractor's facility and/or equipment. Contractor holds the Township harmless for any such damage or loss. However, in the event a third-party defendant willfully damages or causes a loss to Contractor's facility and/or equipment, the Township, to the extent practicable, will endeavor to cooperate with Contractor's efforts to recover from the defendant compensation for such damage or loss.

13. Contractor Responsibility for Expenses

Contractor shall be responsible for payment of all expenses associated with its performance under this agreement including wages, salaries and employee benefits, furniture, equipment, materials, supplies, upkeep, maintenance, repair, replacement, shipping, storage, real and other property expense, rents utilities, licensing and inspection fee, taxes, insurance, bonds, etc.

14. Restriction Regarding Franklin Township and its Employees and Agents

It is understood that the employees of the Township or individuals acting as agents of the Township are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity, or gift for services provided under any agreement between the Township and Contractor. Contractor warrants that no employee or agent of the Township has been or will be retained to solicit or secure any agreement witnessed and that Contractor has not paid or agreed to pay and will not pay or agree to pay any employee of the Township any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon making of any agreement with the Township or as an inducement for entering into any agreement with the Township. The unauthorized offering or receipt of such payments may result in the immediate termination of any agreement between the Township and Contractor.

15. Access to Records and Information

Contractor agrees to furnish the Township such information as may be requested which relates to the services Contractor provides. Contractor shall permit the Township to audit/inspect records and reports, review services and/or evaluate the performance of the services at any time. Contractor shall provide reasonable access to all the records books, reports and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

16. Assignment

Any agreement between Contractor and the Township, and their respective successors and assigns, shall inure to the benefit of their respective successors and assigns. **However, Contractor shall make no assignment without first obtaining the Township's written permission to do so.**

17. Performance and Labor and Material Bonds

A. In accordance with the Pennsylvania Codified Statutes, Contractor at its expense will furnish a performance bond, or performance escrow account, to Franklin Township equaling ten percent (10%) of the full amount of this Agreement. **Failure to fully perform the specifications outlined in Article III will result in the forfeiture of these funds to the Township.**

B. In accordance with the Pennsylvania Codified Statutes, Contractor at its expense will furnish a labor and material bond, or labor and material escrow account, to the Township equaling ten percent (10%) of the full amount of this Agreement.

These bonds may be a three-year bond, or a one-year bond that renews each year during the term of the contract.

18. Agreement Subject to Availability of Funds

This Agreement will be subject to the availability of funds as appropriated by the Township. If funds become unavailable, the agreement shall be subject to immediate modification, reduction, or termination.

19. Severability

Each paragraph and provision of any Agreement between the Township and Contractor shall be severable from the entire Agreement, and if any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect.

20. Amendment

Any Agreement between the Township and Contractor may not be altered, waived, amended, extended or otherwise modified, except where done in writing signed by all parties hereto.

21. Governing Law

Any Agreement between the Township and Contractor shall be governed by the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in York County, Pennsylvania. In any legal action arising from an agreement between the Township and Contractor, the laws of Pennsylvania shall apply and venue will be in York County, Pennsylvania.

22. Sole and Entire Agreement

Any written agreement between the Township and Contractor shall constitute the sole and entire Agreement between the Township and Contractor and shall supersede any prior written or oral agreement between Township and Contractor respecting the services to be provided under this Bid.

23. Hold Harmless

Contractor shall agree to indemnify and save harmless the Township, and its officers, agents and employees with respect to any claim, action, cost, or judgment for patent infringement, trademark, or copyright violation arising out of the purchase of or use of materials, supplies, equipment, or services covered by this Agreement.

24. Disputes and Dispute Resolution

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the agreement, including but not limited to breach thereof, shall be referred to mediation under the terms of the then Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to a judicial forum. Location of such mediation shall take place at a location designated by the Township.

25. Force Majeure

The Township and the Contractor agree that there shall be no liability on the part of either party for failure or delay in the performance of obligations hereunder resulting from any cause beyond the reasonable control, including but not limited to: act of God; acts or omissions of civil or military authorities; fire; unusual weather, floods, epidemics, war, riots, strikes; lockouts and other industrial disturbances or protest demonstrations; quarantine restrictions; embargoes; political strife; delays in transportation; compliance with any regulations or directives of any national, state or local governments or department thereof; or fuel, power, or material shortage.

26. Concurrency Provision

The Contractor agrees to include in all agreements with all subcontractors, sub-sub-contractors, independent contractors, consultants, sub-consultants, suppliers, or fabricators retained for said project all the above provisions in all agreements with all subcontractors, sub-sub contractors, independent contractors, consultants, sub-consultants, suppliers, or fabricators, so retained.

27. Subcontractors

A. It is a condition of the Contract that the identity of subcontractors and other Persons and organizations be submitted to the Township in advance of the Notice of Award. The apparent low bidder, and any other bidders

so requested, within seven (7) days after the day of the Bid Opening, shall submit to the Township a list of subcontractors and other persons and organizations who are to furnish the principal items of material and equipment. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person and organization if required by the Township. If the Township, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, it may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitution, the bidder will not thereby sacrifice their bid security. Any subcontractor, other person or organization so listed and to whom the Township does not make written objection prior to giving the Notice of Award, will be deemed acceptable to the Township.

B. In contracts where the contract price is based on the cost of the work, plus a fee, the Contractor, prior to the Notice of Award, must identify, in writing to the Township, those portions of the work that he proposes to subcontract, and after the Notice of Award may only subcontract other portions of the work with the Township's written consent.

C. The Contractor shall not be required to employ any subcontractor, other person or organization against which he/she has a reasonable objection.

ARTICLE II. GENERAL BIDDER INFORMATION

1. Company Information:

A. Company Name: _____

Company Address: _____

Number of Persons Employed by Firm: Full time _____ Part time _____

B. Name, title and telephone number of Contractor's contact Person for all inquiries. The contact person shall be responsible for fielding all inquiries from Franklin Township and providing the Contractor's response:

Name _____

Title _____

Address _____

Phone # _____

FAX# _____

Email _____

C. Business form of Contractor (e.g. corporation, partnership, etc.), if applicable. _____

D. If a corporation, include the date and state of incorporation: _____

a. Contractor's Tax Identification Numbers:

Federal _____

State _____

b. Names of Contractor's principal officers, directors, or partners: _____

- c. A brief biography or resume of the person or persons who will operate/manage the services provided by Contractors. Please attach additional sheets if necessary, marked "Appendix A":

- E. If selected, how many days required before implementing the Franklin Township contract?

2. References

Three (3) customer references, including business name, contact name, address, and phone numbers:

1. _____

2. _____

3. _____

3. Lawsuits

A list of any civil/criminal lawsuits filed or pending on or after January 1, 2012 which are against or on behalf of the Contractor or any of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors. Please attach additional sheets if necessary, marked "Appendix B." Respond "NA" if no suits filed or pending.

4. Other Information

Other organizational, biographical, or financial information deemed relevant by the Contractor. Please attach as "Appendix C."

5. Bidder Qualifications

Bidders shall provide information needed to clearly delineate Bidder's qualifications on the following issues. Please attach as "Appendix D."

- a. Describe the qualifications of your firm. Include such items as similar contracts, past municipal contract experience, years in business, and any other item highlighting your organizations unique qualifications.

- b. List all equipment available to perform the specifications of this BID, including back-up equipment.
Please attach additional sheets if necessary, marked "Appendix D."

ARTICLE III

Franklin Township

Lawn Mowing Bid Specifications

1. All work to be performed during normal Township business hours (Monday-Friday 7:30 AM to 3:30 PM). No work on any Township holiday (Good Friday, Memorial Day, Independence Day, Labor Day), or weekends is permitted.
2. Prices to include blowing grass clippings and debris from walks and paved areas.
3. Contractor is responsible to maintain the properties with a professional appearance of no excess buildup of clipping in the lawn areas or landscape beds.
4. Contractor is responsible to schedule the lawn maintenance work to be completed on Wednesday, Thursday, or Friday due to the high volume of park usage on the weekends.
5. All areas to be mowed once per week, in season, unless notified by the Township.
6. All Township property must be mowed concurrently.
7. Mowing should take no more than one workday to complete, weather permitting.
8. The Contractor is to furnish the Township with a cell phone number of the person in charge of the crews when working.
9. Contractor is required to pick up any trash or debris in the turf areas that may become shredded and unsightly.
10. Employees of the contractor are always to present themselves in a professional manner. e.g. Shirts are always to be worn.
11. Township reserves the right to add or delete mowing locations as necessary, with appropriate price adjustments when necessary.

Franklin Township Per Cut Pricing

Total Cost Per Cut (Assume 26 Week Season)			
Location	Approximate Acreage	Per Cut	2019 Yearly Cost
Franklin Park 1			
Township Building 2			
Twin Hills 3			
Harr's Crossing 4			
Ponderosa Park 5			
Total Per Week			
Total Seasonal Cost			

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____

] ss:

County of _____

_____, being duly sworn according to law, deposes and says that they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said Act with _

Surety Company (Type or Print)

Contractor (Type or Print)

BY _____
Signature

Sworn to and subscribed before me this ____ day of _____, 2018

My Commission Expires _____(Date)

Non-Collusion Affidavit

State of _____

County of _____

I state that I, _____ of
(Name) (Title)

(Name of Firm)

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 noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement of discussion with or inducement from, any firm or person to submit a complementary or other noncompetitive 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 for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follow:

Non-Collusion Affidavit p. 2

I state that _____(name of firm)
understands and acknowledges that the above representations are material and important and
will be relied on by Franklin Township as the true facts relating to the submission of bids
for this Contract.

By _____

Title _____

Sworn and subscribed before me this _____ Day of _____, 2018

Notary Public

My Commission Expires _____

Franklin Township York County Pennsylvania
Bidder's Qualifications

Statement of Bidder's Qualifications

Dated at _____ this _____ day of _____, 2018

(Name of Bidder)

By: _____

Title: _____

State of _____

County of _____

_____, being duly sworn, says that

He/she is _____ of _____,
(Title) (Company Name)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 2018

Notary Public

My Commission Expires: _____
(Date)