

EAST ROCKHILL TOWNSHIP

1622 N. Ridge Road

Perkasie, PA 18944

Bucks County, PA

**Bid for Grass Mowing & Maintenance Services
For 2010 & 2011**

Bid Due: 3:00 p.m. Wednesday, March 31, 2010

Bid Opening: 3:00 p.m. Wednesday, March 31, 2010

Bid Award: 7:00 p.m. Tuesday, April 13, 2010

Enclosed:

Invitation for Bids

Information to Bidders

Bid Proposal Form

Equipment List

Non-Collusion Statement & Bidder Affidavit

Agreement

Location Map

INVITATION TO BID
Mowing & Maintenance Bids
2010-2011
East Rockhill Township
Bucks County, Pennsylvania

Sealed proposals will be received by East Rockhill Township, Bucks County, Pennsylvania, 1622 N. Ridge Road, Perkasie PA 18944, until 3:00 PM on Wednesday, March 31, 2010 at which time bids for Grass Mowing and Maintenance Services for 2010 and 2011 will be publicly opened at the Township Municipal Offices, at the address given above.

Proposal forms and other necessary information may be obtained from the East Rockhill Township Office between the hours of 8:00 a.m. and 4:00 p.m. Proposals must be on forms furnished by the Township. All bids will be presented at the Regularly Advertised Work Session Meeting of the Board of Supervisors on Tuesday, April 13, 2010 on or after 7:00 p.m. A Bid Bond or Certified Treasurer's or Cashier's Check in the amount equal to ten percent (10%) of the estimated total annual contract price as determined by the estimated annual frequency multiplied by the total cost per mowing.

Prior to the award of contract bidders must provide Township with the specified Certificate of Insurance and a Performance Bond in the amount of 30% of the estimated total contract price as determined by the estimated annual frequency multiplied by the total cost per mowing.

East Rockhill Township expressly reserves the right to reject or accept any or all bids and may re-advertise if the best interests of the Township are to be hereby promoted. The Township may waive technical defects if, in its judgment, the best interests of the Township shall so require. No bid may be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement previously made with the Township or conclusively shown to have failed to perform satisfactorily such contract or agreement with the Township.

EAST ROCKHILL TOWNSHIP
Anne W. Klepfer, Township Manager

To be Advertised in The Intelligencer
March 12, 2010
March 17, 2010
One Proof of Publication Mailed to:
Anne Klepfer
East Rockhill Township
1622 N. Ridge Road
Perkasie, PA 18944

INFORMATION TO BIDDERS AND GENERAL CONDITIONS

1. The Board of Supervisors of East Rockhill Township (hereinafter called the Owner) invites bids on the form attached hereto, with all blanks being properly filled in. Bids will be received by the Owner at the Office of the Township Manager, 1622 N. Ridge Road, Perkasio, PA 18944 until **3:00 p.m.** prevailing time, on **Wednesday, March 31, 2010** at which time the bids will be publicly opened and read aloud. The bids will be considered at **7:00 p.m.** prevailing time, on **Tuesday, April 13, 2010** at the Regular Meeting of the East Rockhill Township Board of Supervisors.
2. The envelope containing the bid must be sealed, addressed to Anne W. Klepfer, Township Manager, 1622 N. Ridge Road, Perkasio, PA 18944, and designated as **Bid for Mowing and Maintenance Services.**
3. The Owner may consider informal and/or non responsive any bid that is not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any or all bids.
4. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.
5. Proposals must be submitted on the enclosed forms. All blank spaces for bid prices must be filled in, in both words and figures. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modifications of his bid after such bid has been opened.
6. The Bidder shall submit a list of equipment owned, leased or operated by the Bidder proposed by Bidder for utilization in carrying out contractual obligations with the Owner.
7. The Owner may make such investigations as they deem necessary to determine the ability of the Bidder to perform the desired services, and the Bidder shall furnish to the Purchasers all such information and data for this purpose as the Owner shall request. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of such Bidder, fails to satisfy the Owner that such Bidder is qualified to carry out the obligation of the contract. Conditional bids will not be accepted.
8. The Owner reserves the right to consider all locations individually and to award the contract for all or some of the locations listed, as determined to be in the best interest of the Township.
9. Grass Mowing and maintenance includes: Removal of any debris that may inhibit successful mowing; mowing; and weed wacking around structures or landscape designs.

10. The estimated annual frequency is an estimate only and could be more or less as determined by the Owner. The Owner determines the need for additional mowing beyond the minimum weekly or 7-10 day frequency and determines when the mowing season begins and ends. The bidder is expected to respond to owner's request for service and schedule mowings within 24 hours.
11. Each bid must be accompanied by a certified check, treasurer's check, cashier's check or bid bond of the Bidder in an amount not less than ten percent (10%) of the highest amount bid for the estimated annual contract total. Such check or bid bond will be returned to all unsuccessful Bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed a contract, or if no contract has been executed within forty-five (45) days after the date of the opening of bids, upon demand of the Bidder at anytime thereafter as long as he has not been notified of the status of his bid.
12. The successful Bidder, upon his failure, or refusal to execute and deliver a contract within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner as liquidated damages for his failure or refusal, the security deposited with his bid.
13. The Owner shall have a period of up to forty-five (45) calendar days to announce its intent to award the bid.
14. The contract will be awarded to the lowest responsible Bidder complying with the conditions of the invitation for bids provided his bid is reasonable and it is in the interest of the Owner to accept it.
15. The successful bidder will be and is hereby responsible for any and all injury or damage to property or persons or accidents which may occur to any person or persons in consequence of his/her act, or the acts of his/her agents, servants or employees. The successful bidder agrees that liability and worker's compensation insurance shall be furnished protecting the Township against loss or injury occasioned by the acts of the successful bidder, his/her agents, servants or employees, in accordance with the attachment entitled "Insurance". The successful bidder shall comply with the provisions of the current Workers' Compensation Act and any supplements or amendments thereto relative to worker's compensation insurance, and shall furnish proof to the Township that he/she has accepted the provisions of said Act and either insured his liability thereunder or secured exemption therefrom, and the successful bidder shall indemnify and save harmless the Township against or from any and all costs, expenses, damages, claims, demands, suits, injuries or loss to which the Township may be subjected to by reason of any wrongdoing, misconduct, negligence or fault of the successful bidder, his/her agents, servants or employees, in or about the execution or performance of the contract, including said Specifications.

16. Prior to the award of the contract, the successful bidder shall deliver to East Rockhill Township a Certificate of Liability Insurance in the amount of not less than \$1,000,000.00 for commercial general liability, general aggregate; automobile liability covering all vehicles used in the contract with the Township, in an amount not less than \$1,000,000.00 for a single occurrence; worker's compensation in an amount equal to the statutory limits; employer's liability in an amount of not less than \$500,000.00; and motor cargo insurance in an amount not less than \$500,000.00.

Policies and insurers shall be subject to approval by the East Rockhill Township Board of Supervisors.

East Rockhill Township shall be listed as an additional insured and certificate holder on all of the aforementioned policies of the successful bidder.

17. The successful bidder shall furnish an acceptable performance bond guaranteeing performance of the contract, in the amount of 30% of the estimated annual contract total as determined by multiplying the estimated annual frequency by the total cost per mowing.
18. Proposal must include a list of professional references that include municipal or commercial as well as residential clients and their contact information.
19. Proof of a valid Driver's License and authorization for a criminal Background check is required.
20. Invoicing should be itemized by location on a per mowing basis and shall be submitted to the Township by the second Wednesday of each month. Payment for services shall be paid within thirty days after receiving an invoice that is approved by the Township.

Proposal Form

Board of Supervisors
East Rockhill Township
1622 N. Ridge Road
Perkasie, PA 18944

Gentleman:

The Bidder _____, of _____,
_____ County, State of _____, proposes this _____ day of _____
2010 as follows:

A. Pursuant to and in strict compliance with the advertisement for bids, a copy of which is included herein, and information to bidders related thereto, the undersigned as bidder declares he/she has examined the specifications, has noted any exceptions to the specifications, has examined the contract and offers to furnish and deliver to the Township of East Rockhill, Bucks County Grass Mowing and Maintenance Services as follows:

B. All mowing is to be done on an on-need basis as determined by the Township, but at a minimum should be mowed as referenced in paragraph "c" below.

C. Cost per mowing is valid for grass mowing and maintenance occurring between **April 2010 and November of 2011.**

<u>Location</u>	<u>Minimum Frequency</u>	<u>Cost Per Mowing</u>
1. Pines II Large Basin (C1)	Once every 7-10 days	\$ _____
2. Pines (2) Basins (C6)	Once every 7-10 days	\$ _____
3. Park Avenue Basin (C5)	Once every 7-10 days	\$ _____
4. Tunnel Road Basin (C3)	Once every 7-10 days	\$ _____
5. 1802 Ridge Road (C2)	Once per week	\$ _____
6. 1920 Ridge Road	Once per week	\$ _____
7. Treatment Plant (C4) (inside & outside fence)	Once per week	\$ _____
8. Country Hunt Basins	Once every 7-10 days	\$ _____
9. Country Hunt Open-Space	Once every 7-10 days	\$ _____
10. Country Hunt Tot Lot	Once per week	\$ _____

Total Price per mowing \$ _____

Estimated Annual Frequency = 25 times **Estimated Annual Contract Total \$ _____**
(May vary and is determined by owner). (Total price per mowing x 25 times per year)

D. Maintenance to each location includes mowing and trimming/weed wacking around the Township owned side any structure or landscape feature.

- E. Mowing frequency is on an as-need basis and will be supervised by, determined by and coordinated with the East Rockhill Township Public Works Director. Failure to respond within 24 hours to an Owner's request for mowing or maintenance and/or subsequently complete the same shall be reason for termination of the contract and dismissal.
- F. Failure to perform the contracted services in a manner acceptable to the Owner is reason for termination of the contract and dismissal.
- G. Bidder agrees to satisfy all terms and conditions listed in the Information to Bidders included in this bid packet.
- H. Within ten (10) days from the receipt of the notice of the acceptance of the bid, the Bidder shall execute the contract.
- I. The Bidder agrees, if awarded the contract for the Mowing and Maintenance Services, to commence services following a start-up meeting with the Director of Public Works and a Notice to Proceed issued from the Director of Public Works for East Rockhill Township. Enclosed is a certified check, treasurer's check, cashier's check or bid bond in the sum of _____ Dollars, \$ _____, being at least ten per cent (10%) of the Estimated Annual Contract Total.

Bidder's Printed Name	Bidder's Signature
Bidder's Address	Date of Bidder's Signature
	Bidders Phone Number (s)
Bidder's Email Address	Bidders Fax Number

Bidder's Equipment List

The following list includes equipment and machinery owned, leased, operated and maintained by the bidder for use in satisfying the terms and conditions of this bid for mowing and maintenance services:

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

I state that I am _____ of _____ and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the prices and amount of this bid.

I state that:

1. The prices 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 prices nor the amount of this bid, and neither the approximate prices 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 or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four 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 follows:

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Township of East Rockhill in awarding the contract(s) for which this bid is relating. I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Township of East Rockhill of the true facts for this contract.

Name:
Title:
Name of Company:

Sworn to and subscribed before me this _____
day of _____, A.D., 2010.

Notary Public

My Commission Expires:

BIDDER'S AFFIDAVIT

I, _____, being duly sworn, state that I am the _____ of _____, and that I am duly authorized to sign the Bid and that the Bid is a true offer of the Bidder, that the seal attached thereto is the seal of the Bidder, and that each, every, and all of the declarations and statements contained in the Bid, and any and all affidavits and documents submitted as required by the Bidding Documents are true and correct to the best of my knowledge and belief.

Name:
Title:
Name of Company:

Date: _____

Sworn to and subscribed before me this _____
day of _____, A.D., 2010.

Notary Public

My Commission Expires:

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010 by and between the EAST ROCKHILL TOWNSHIP, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Owner, and _____, Of _____, County of _____, State of _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and the payments herein agreed upon to be made, it is agreed as follows:

Contractor agrees to provide Grass Mowing and Maintenance Services to East Rockhill Township in accordance with the Information to Bidders and General Conditions, Bid Proposal and Contract for Mowing Services, all of which are specifically incorporated herein and shall be considered a part of this Contract, for a Two Year Period commencing in April of 2010 and ending in November of 2011. The Contractor specifically agrees to only provide such services at the locations identified by the Township and at times to be determined by the Township.

If the work under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work subcontracted by him other than as herein specified, or if at any time the Township shall be of the opinion and so certify in writing that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications set forth in the bid documents, or is executing the same in bad faith or not in accordance with the terms thereof, the Township may cancel and terminate this contract by a written notice to be served upon the Contractor either personally, by mail or by leaving it at his/her residence or office. The Township shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill the contract, and in such cases, the Township shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the Township, and collect the same out of the bond filed by the Contractor.

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms of this Contract and/or the conditions set forth in the bid documents and the Township Supervisors decide not to cancel and terminate this contract as provided in the previous clause, the Township Board of Supervisors shall have the power and is hereby authorized to perform, or cause, or procure to be performed, such part of the work as the Contractor shall fail to perform at the expense of the Contractor, and to deduct such expenses and collect the costs of same out of the bond filed by the Contractor, in any legal proceedings, or any loss by reason thereof, or both, at the sole option of the Township.

Any damages caused by the contractor to the East Rockhill Township property shall be repaired by the contractor to the original condition, in the sole judgment of the Township. The contractor shall notify the Township of any damage immediately upon discovery of same.

The Contractor shall comply with all the requirements and conditions set forth in the bid documents, including but not limited to the Information to Bidders and General Conditions.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold Township and its elected and appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities, including, without limitation, attorney's fees, arising out of or related to Contractor's services performed under this Contract or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify, defend and hold Township and its elected and appointed officials, employees, agents and authorized volunteers harmless shall survive the termination of this Contract. Contractor shall further provide and maintain the requisite insurance coverage as set forth within the bid documents.

Township may terminate this Contract for any reason, not otherwise set forth herein, if determined to be in the best interest of the Township.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

EAST ROCKHILL TOWNSHIP

By: _____
Chairman

Vice-Chairman

Member

Attest: _____
Secretary
(TOWNSHIP SEAL)

Witness: _____
(CORPORATE SEAL)

By: _____
BIDDER