PENN TOWNSHIP (LANCASTER COUNTY) 97 N. PENRYN ROAD MANHEIM, PA 17545

# PUBLIC PARK / **TOWNSHIP FACILITIES MOWING AND MAINTENANCE - TWO** YEAR SERVICE CONTRACT

BID PACKAGE DUE BY 11:00 A.M. ON WEDNESDAY, **NOVEMBER 6, 2019** 

Daryl Lefever 9/26/2019

### INVITATION FOR BIDS

Public Park/Township Facilities Mowing and Maintenance Contract

### PENN TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA:

Sealed Bids for the above service will be received until 11:00 AM EST, Wednesday, November 6, 2019 at the Penn Township Municipal Building, Manheim PA. Bids will be accepted for: Contract Public Park/Township Facilities Mowing and Maintenance and Contract. Bids are anticipated to be awarded at the Board of Supervisors' Meeting on Monday, November 11, 2019 at 7:00 PM EST. The successful bidder shall be required to post a performance bond in the amount of 10% of the contract price.

Bid forms and specifications are on file at the Penn Township Municipal Office, 97 N. Penryn Road, Manheim, PA, 17545, and (717) 665-4508. Additionally, the materials can be obtained via the internet at <u>www.penntwplanco.org</u>

Penn Township reserves the right to reject any and all proposals as authorized by law and to award the contract to a party (ies) other than the lowest bidder(s) at its discretion, if the best interests of the Township are hereby served.

> Penn Township Board of Supervisors

### **BID INSTRUCTIONS AND GENERAL CONDITIONS**

 Bids will be received prior to 11:00 A.M., on Wednesday, November 6, 2019 at the Penn Township Municipal Building at 97 N. Penryn Road, Manheim, PA 17545. Bids not received prior to 11:00 A.M. will be rejected. Bids will be publicly opened at the Penn Township Municipal Building at 11:00 A.M. on November 11, 2019.

Any questions regarding the bid specifications that follow should be directed to Daryl J. Lefever, Public Works Director at 717-278-4698 or via email at <u>publicworks@penntwplanco.org</u>.

- 2. These specifications cover a 2 (two) year contract. It is a "Public Park/Township Facilities Mowing and Maintenance Service Contract". Penn Township reserves the right to award or to reject any and all bids from an individual bidder or from all bidders. All bids must be submitted to the Penn Township Municipal Office in sealed envelopes marked "SEALED BIDS FOR PUBLIC PARK/TOWNSHIP FACILITES MOWING AND MAINTENANCE SERVICE CONTRACT". It is the intent of Penn Township that the successful bidder start services immediately upon receipt of a signed contract, after Board approval, which is anticipated to occur at their regularly scheduled meeting on November 11, 2019, beginning at 7:00 P.M.
- 3. Bids must be typewritten or printed in ink <u>using the bid form provided by Penn Township, NO</u> <u>OTHERS WILL BE ACCEPTED.</u> The bidder must sign and remit the original bid form and retain a copy for reference purposes.
- 4. Alterations, additions, or changes to the conditions of the bid will <u>not</u> be permitted. Quantities may be adjusted by the Board of Supervisors of Penn Township.
- 5. Where applicable, bids shall show both the unit cost of the <u>unit of measure and total prices on a per</u> <u>year basis. Should the figures be irreconcilable, the unit price shall govern, and awards will be</u> <u>made on that basis.</u>
- 6. Bid figures shall also include all discounts other than the cash discount and deductions for State and Federal Taxes from which Penn Township is exempt. Penn Township will furnish tax exemption certificates in all such cases.
- 7. The maximum length of time a quotation is valid should be stated in the bidder's proposal with the <u>minimum</u> being 90 days from the above bid opening date to allow for sufficient bid analysis and award.
- 8. The attached "Anti-Collusion Affidavit" <u>must</u> be signed, notarized and submitted with the bid. Failure to provide a completed and notarized affidavit may be grounds for disqualification of the bid.
- 9. Monthly invoices and required backup shall be sent to Penn Township.
- 10. It is understood and agreed by and between the Board and bidder that the Board may make its award for one or more items, for the entire bid list, or may reject any or all items, as it desires. The bid quantities are estimates only. It is also understood that the Board reserves the right to award the bids in the best interest of Penn Township and to waive any informalities, technicalities and irregularities.
- 11. The bidder agrees that if he is awarded the contract all of the services shall be subject to the inspection and approval of the Township. In the event that any of the services shall be rejected as unsuitable or are not in conformity with the specifications, such services shall be rectified to meet the specifications and made acceptable to Penn Township.

- 12. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said services or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph, Penn Township is authorized and empowered to purchase services in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by Penn Township.
- 13. The bidder agrees that if the contract is awarded to him, he will not assign, transfer, or sublet it without the written consent of Penn Township.
- 14. No rights shall accrue to any bidder submitting a bid or proposal until such bid has been accepted and a contract awarded.
- 15. Payments will be processed monthly upon satisfactory receipt of services and invoice with proper backup.
- 16. The Pennsylvania "Worker and Community Right to Know Act" requires employers to have available Material Safety Data Sheets (MSDS) for all substances and mixtures that are found in the work place. Therefore, Penn Township as a condition of doing business requires MSDS to accompany all incoming products or supplies that are subject to the referred act (Act 159), including bid samples. Failure to properly label each individual product and the carton, container, or package in which the product is shipped shall result in the rejection of the shipment.
- 17. The successful bidder will be responsible for any damage to property caused by vendor or his agents. The vendor further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless, Penn Township against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workman, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about or in an way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates thereof, when required by Penn Township.
- 18. All contracts will be entered into under and subject to the provisions of all Penn Township Ordinances and Resolutions, and the successful bidder agrees to satisfy the Board concerning all of the requirements of Pennsylvania governing bidders and contracts with Municipalities.
- 19. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
- 20. Performance Bond-The bidder shall, following conditional award of the contract by the Board, furnish at their expense a performance bond of a surety company, in the amount of 10% of the total contract, acceptable to the Board. The bidder shall provide the above services in accordance with all the terms, conditions and provisions of these specifications under the supervision and to the satisfaction and approval of the Board.
- 21. Should the bidder at any time fail to perform the work in accordance with these specifications and to the satisfaction of the Board, the Board is hereby authorized to employ some other person, persons, or company to provide the above services and to charge the same to the bidder, and for that purpose to retain any monies still due him upon his contract, to meet such payments, and bidder shall be liable for

and shall pay any costs and expenses incurred by the Board in the completion of the work in excess of the monies that may otherwise have still been due him for what the bidder has done, so that the Board shall sustain no loss, cost, or expense beyond the Contract price by reasons of such default of the bidder.

- 22. Any damage caused by the execution of this contract shall be paid for by the bidder. Any cleaning required or repairs made necessary by such damage shall be determined by Penn Township and corrected according to the applicable regulations. Necessary cleanup will be at Penn Township's discretion and will be undertaken by Penn Township. Any and all costs will be billed to and paid for by the bidder.
- 23. The successful bidder shall not assign the performance of the contract, nor any portion thereof, to others without the express consent, in writing, from the Board. The use of transportation equipment owned by others and not under long term lease to the bidder shall not be permitted.
- 24. In compliance with the Act of Assembly, the bidder further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Worker's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed.

"Sealed Bid for Public Park/Township Facilities Mowing and Maintenance- Two (2) Year Service Contract"

Bids should be addressed to the Public Works Director, Penn Township (Lancaster County), 97 N. Penryn Road, Manheim, Pennsylvania 17545.

### **GENERAL CONDITIONS & SERVICES TO BE PERFORMED THROUGHOUT THE CONTRACT SEASON:**

- 1. Contractor must have a supervisor/foreman on the property when work is being performed.
- 2. Contract term as stated is for two years starting January 1, 2020 through December 31, 2021. <u>All bids</u> and prices shall be on a per year basis.
- 3. Pre Bid Meeting will be Tuesday, October 22, 2019 at 9:00 A.M., for the purpose of answering questions about the bid package or sites.
- 4. Background clearances shall be provided by the Contractor at his or her cost for each employee of the contractor who will be undertaking work at facilities owned by Penn Township.
- 5. The bid consists of filling in the attached spreadsheet Attachment #1. Attachment #1 outlines the functions for each area to be bid on.
- 6. Bidder must have at least 5 years of documented experience in athletic field turf maintenance of multiple fields. Bidder must provide references for at least four current clients, two of which are the same general size as the property bidding on.

### SPECIFICATIONS FOR PUBLIC PARK/TOWNSHIP FACILITIES MOWING AND MAINTENANCE SERVICE CONTRACT (Included with Attachment # 1)

### **MOWING CONTRACT:**

- Shall include Weekly Visits (27 Total Visits) NOTE: Cedar Hollow Community Park, Area #2: 2.7 Acres (118,000 sq. /ft.) TO BE MOWED MONTHLY OR AS NEEDED
- Mowing of the property, including sports fields, perimeter areas, around parking lots, fence lines, and common areas.
- Must have the ability to pick up grass and dispose of, if necessary, on playing fields and playground areas.
- Line trimming of all islands, around all light standards, along all curbs, walks, walking paths, fence lines, and parking lots.
- Blow off all sidewalks, parking lot areas, and common areas.
- Refuse removal/disbursement of the entire location as it relates to landscape debris.

### SHRUB, BED AREAS & TREE MAINTENANCE:

- Pruning of all shrubs will be done two (2) times per year in the early spring, and early-mid fall.
- Perennials will be cut back in the fall.
- Must have the ability to weed all bed areas and tree rings, on occasion, throughout the season.

### SPRING CLEANUP:

- Clean all bed areas of leaves, cinders, and debris.
- Mechanical edging of all bedded areas, tree saucers, and signage areas.
- Mulching of all bedded areas tree saucers, and signage.
- Application of a weed barrier herbicide in all beds to retard weed growth and development.
- Edging of all walks.

### AREAS TO BE SERVICED:

Area # 1: Penn Township Community Park at Sweetbriar:

- Acreage: 11.2
- Weekly Mowable Acreage: 10.5
- Shrub & Tree Maintenance
- Spring cleanup Bedded areas and 39 Trees; 28 Evergreen Trees

Area # 2: Penn Township Community Park at Cedar Hollow:

- Acreage: 19.4
- Weekly Mowable Acreage: 10.2
- Monthly Mowable Acreage: 2.7
- Shrub & Tree Maintenance
- Spring cleanup Bedded areas and 85 Trees; 14 Evergreen Trees

Area # 3: Penn Township Park at Barons Ridge / Mallard Ponds:

- Acreage: 1.26
- Weekly Mowable Acreage: 1.2
- Shrub and Tree Maintenance
- Spring cleanup Bedded areas and 12 Trees

Area # 4: Penn Township Facilities Complex:

- Acreage: 6.5
- Weekly Mowable Acreage: 1.7
- Shrub and Tree Maintenance
- Spring cleanup Bedded areas and 18 Trees

Area # 5: Penn Township Water Tower Lot:

- Acreage: 5.4
- Weekly Mowable Acreage: 3.8

Area # 6: Penn Township Water Treatment Facilities

- Acreage: 5
- Weekly Mowable Acreage: 0.7 (30,500 Sq./ft.)
- Shrub and Tree Maintenance
- Spring cleanup Bedded areas (Just Perimeter of the Buildings) and 5 Trees

Area # 7: Cambridge Drive Pump Station

• Weekly Mowable Square Footage: 4,000 Sq./ft.

Area # 8: Fruitville Pike Public Water Pump Station

- Weekly Mowable Square Footage: 3,000 Sq./ft.
- Area # 9: Bucknoll Road Pump Station
  - Weekly Mowable Square Footage: 4,200 Sq./ft.

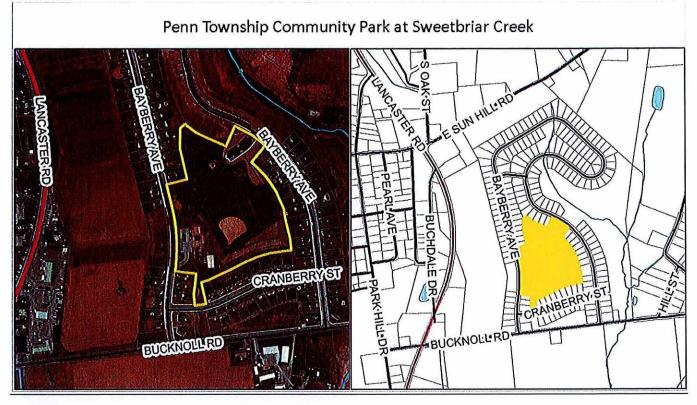
Area # 10: W. Sunhill Road Pump Station

• Weekly Mowable Square Footage: 3,000 Sq./ft.

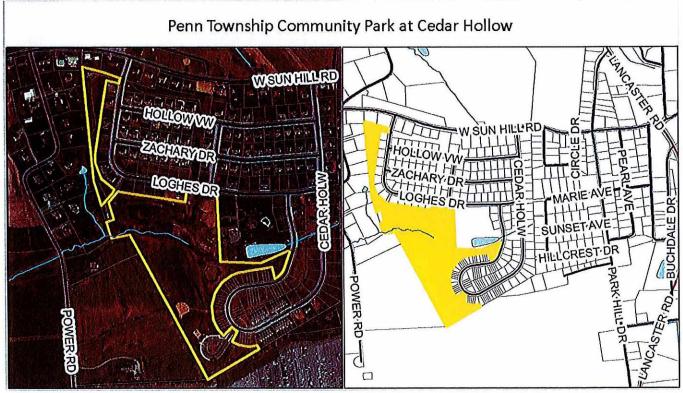
Area # 11: Lancaster Road Pump Station

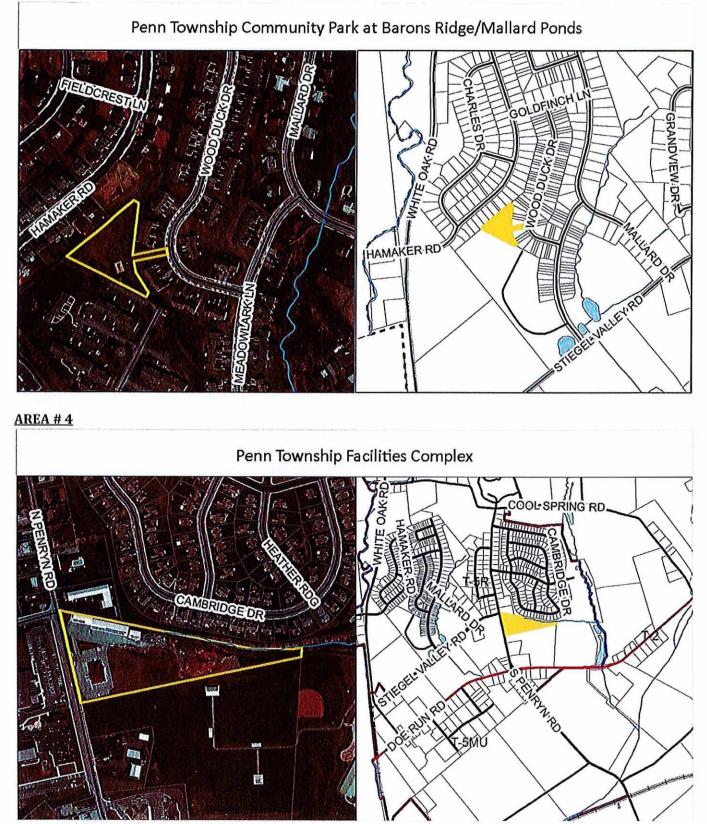
• Weekly Mowable Square Footage: 3,600 Sq./ft.

### <u>AREA # 1</u>

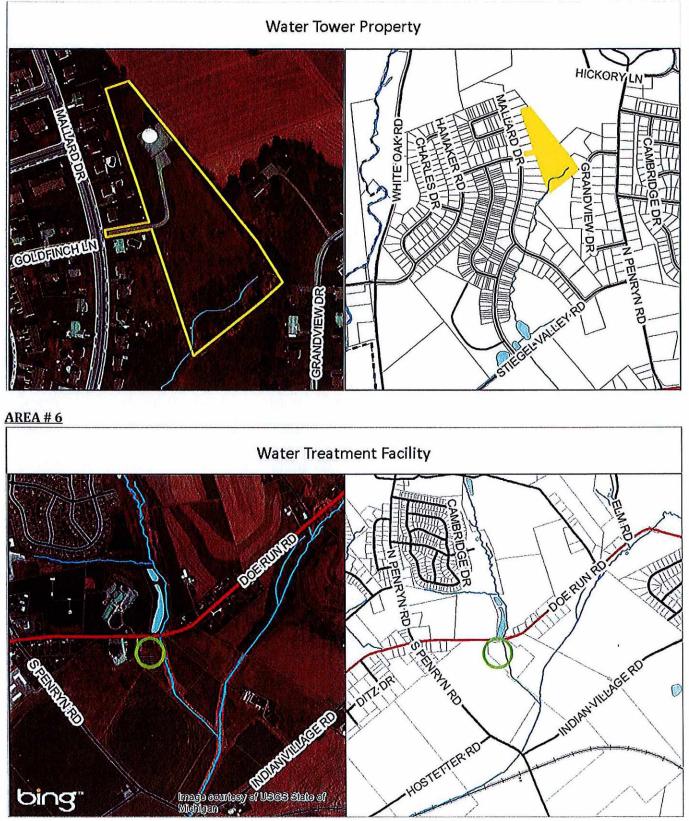


### AREA # 2



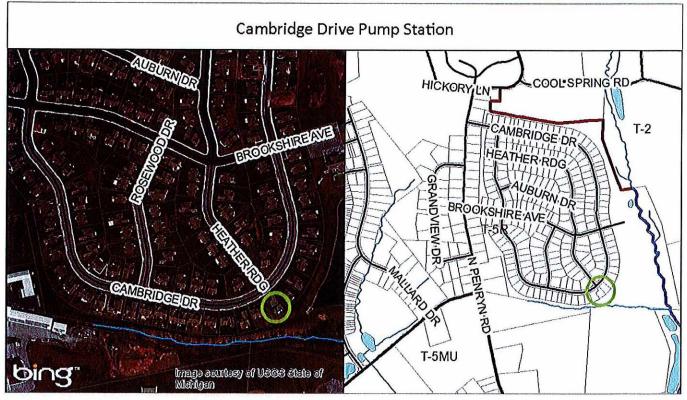


<u>AREA # 3</u>

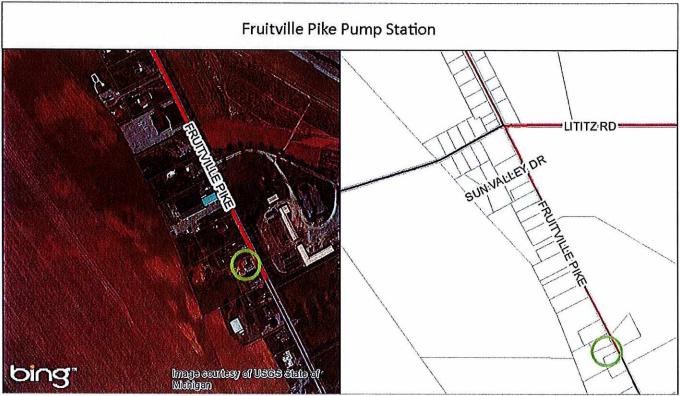


### <u>AREA # 5</u>

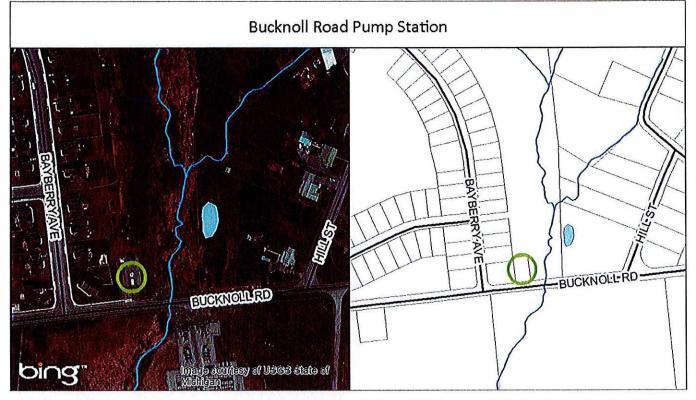
### <u>AREA # 7</u>



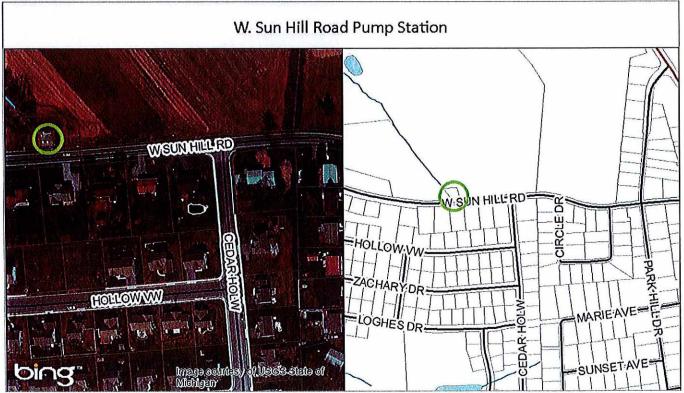
## <u>AREA # 8</u>



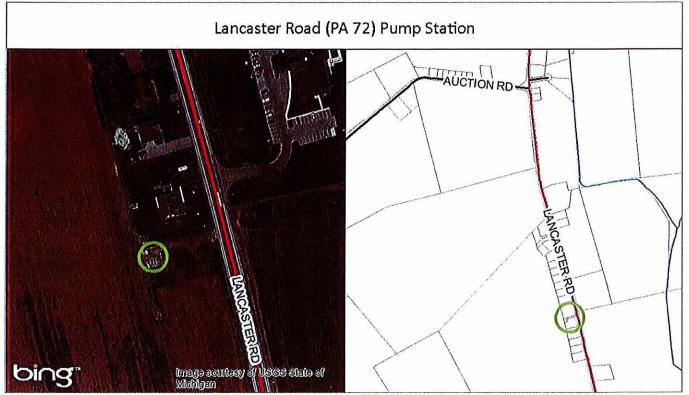
### <u>AREA # 9</u>



# <u>Area # 10</u>



# <u>Area #11</u>



### **BID FORM**

This proposal is subject to all terms of the specifications, and bid instructions and general conditions herewith printed, and we hereby agree to furnish such items as may be awarded to us.

Witness or attested to:

Signed (name and Title)

Company Name

Title

Address

(SEAL)

Date

An authorized official of the Bidder's Company must sign this Bid Form.

TO BE EXECUTED IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

Accepted on: \_\_\_\_\_

\_\_\_\_\_

Penn Township Board of Supervisors 97 N. Penryn Road Manheim, Pennsylvania 17545

\$\_\_\_\_\_AMOUNT OF CONTRACT

(Vice) CHAIRMAN

(Assistant) SECRETARY

(SEAL)

### ATTACHMENT #1

FACILITY NAME	AREA #	AREA (SQ. FT.)	AREA (AC.)	COST PER MOW	Shrub, Bed Areas, and Tree MAINTENANCE	SPRING CLEANUP OF BEDDING AREAS	TOTALS
Sweetbriar Community Park	1	460,000	10.6				
Cedar Hollow Community Park	2	445,000	10.2		. <u></u>		
Barons Ridge/Mallard Ponds Park	3	52,000	1.2				
Penn Township Facilities	4	74,000	1.7				
Penn Township Water Tower Lot	5	165,000	3.8				
Water Treatment Facility	6	30,500	0.7				
Cambridge Drive Pump Station	7	4,000	0.1				
Fruitville Pike Pump Station	8	3,000	0.1				
Bucknoll Road Pump Station	9	4,200	0.1				
W. Sun Hill Road Pump Station	10	3,000	0.1				
Lancaster Road Pump Station	11	3,600	0.1				
Cedar Hollow Community Park (Monthly or as needed mowing)	2	118,000	2.7				
TOTAL COST PER SEASON							

NOTES:

1. MOWING BASED ON TOTAL OF 27 VISITS PER SEASON.

2. PLEASE PROVIDE AN HOURLY RATE FOR ADDITIONAL MOWING, IF NECESSARY:

3. PLEASE PROVIDE AN HOURLY RATE FOR BUSH-HOGGING:



VENDOR SIGNATURE:

DATE: \_\_\_\_\_

# ANTI-COLLUSION AFFIDAVIT

		County	LANCASTER COUNTY
		Municipality	PENN TOWNSHIP
		Project Number	
State of		Fed. Project No.	
County of		(	f Applicable)
The u	ndersigned deponent deposes	and says that he is the	
of the		Company; that he is	authorized to make this
affidavit on behalf of	said company in compliance w	rith section 102.06 (e) of [	Department Specifications,
Publication 408, as a	mended and that the said com	pany has not, either direc	tly or indirectly, entered
	participated in any collusion, or		
	<u> </u>	(Contracto	r)
	BY		
			**************************************
Swor	n to and subscribed before n	ne the undersigned not	ary public this
day	of,	<u> </u>	
		Notary Public	
	My Commissio	n expires	