

**HACC — Central Pennsylvania's Community College
Harrisburg, PA**

Request for Bid

RFB12-09

For

LAWN CARE - LANCASTER CAMPUS

Issued: January 25, 2012

Deadline for Questions: February 2, 2012 by 11:00AM

Response to Questions: February 3, 2012 by 4:00PM

BID DUE DATE: February 8, 2012 by 11:30AM

Award of Contract: Following the March 6, 2012 Board of Trustees Meeting

Sealed Bids Must Be Delivered to: HACC
Procurement and Business Services
Room PC223
349 Wiconisco Street
Harrisburg, PA 17110

All firms who respond to the RFB will receive a notification letter in the mail within one week after the Board of Trustee Meeting.

Bid results will be posted on HACC website: www.hacc.edu –
<http://hacc.edu/Purchasing/RequestforBids/Current-RFBs-FY12.cfm>

For information concerning the RFB process, required format and the schedule of activities, please direct questions to:

Garry Crider
Procurement Services Manager
Telephone: (717) 221- 1300 x 1645
Email: cgrider@hacc.edu

ACKNOWLEDGMENT FORM

HACC — Central Pennsylvania's Community College

Request for Bid

RFB12-09 LAWN CARE - LANCASTER CAMPUS

Acknowledgement: Please acknowledge receipt and interest in this Request for Bid (RFB) by completing the information requested below and emailing it to cgcrider@hacc.edu.

Acknowledgement due date is February 6, 2012.

Also, please include this page with your Bid.

Provider Name: _____ Contact Name: _____

Address (include City, State, Zip): _____

Phone: _____ Fax: _____ Cell Phone: _____

Email: _____ Website: _____

Check One: We will _____ will not _____ be responding to this RFB.

If not responding, please explain briefly: _____

HACC - Central Pennsylvania's Community College
RFB12-09 LAWN CARE - LANCASTER CAMPUS
REQUEST FOR BID

SCOPE OF WORK

Below is HACC's Lawn Care Services Agreement by which we will do business.

Reference attachment aerial view of the Lancaster Campus. The areas that require mowing are outlined in red. You may visit the campus grounds during the daylight hours for visual inspection of the grounds.

The initial term of this Agreement shall be for two (2) years, commencing April 1, 2012 and ending March 31, 2014 with an option to re-new on an annual basis up to an additional three (3) years.

It is estimated that there will be 24-29 mowings per mowing season.

LAWN CARE SERVICES AGREEMENT
between

and
HARRISBURG AREA COMMUNITY COLLEGE
LANCASTER CAMPUS

This Agreement is made between Harrisburg Area Community College (HACC), whose primary address is One HACC Drive, Harrisburg, PA 17110 and _____ (Contractor), whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA 17602
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Lawn Care Services Agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Term of Agreement:** The initial term of this Agreement shall be two (2) years, commencing April 1, 2012 and ending March 31, 2014 with an option to re-new on an annual basis up to an additional three (3) years, unless terminated earlier as set forth in this Agreement.

- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, at One HACC Drive, Harrisburg, PA 17110.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at the time of project completion before payment can be authorized.

- 6) **Indemnification:** The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.
- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the Harrisburg Area Community College's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in an out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may

procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.

- 11) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 12) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Contractor.

In responding to a claim brought by a Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.
- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** Harrisburg Area Community College is committed to providing opportunities for woman and minority owned businesses. Harrisburg Area Community College encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area Community College will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.

- 21) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and neither herein shall be consumed as creating an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.
- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the State of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute Agreement and agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

Harrisburg Area Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
STATEMENT OF WORK
to the
LAWN CARE SERVICE AGREEMENT

Specifications for Lawn Care Agreement located at HACC's Lancaster Campus:

1. General Conditions:

- A. The Contractor shall supply his own tools for maintaining his equipment and will not use HACC's shops. HACC will supply electrical power necessary for operation of Contractor's equipment.
- B. All fuels will be stored off-site. Fueling will not be permitted indoors.
- C. It shall be the obligation of the Contractor to monitor the sites to assure that all specifications are adhered to in every detail.
- D. All Contractor personnel shall present an appearance and dress as to not be offensive to the Owner, its agents, employees or clients. Proper appearance and dress is defined as employees of the maintenance Contractor being fully clothed at all times during the maintenance operation to include the wearing of a uniform, consisting of a contractor's company shirt, trousers or shorts, and shoes. Any Contractor's employee(s) within HACC's building and/or on the grounds during HACC's working hours with objectionable appearance and/or dress is grounds for immediate termination of the Contractor's contract.
- E. Contractor will maintain on file with Facilities Department such necessary telephone numbers and/or other forms of contact so as to remain readily contactable at all times. It will also be his obligation to monitor conditions at all times so as to schedule necessary work without contact from HACC.
- F. Water necessary for the maintenance contracts will be furnished by the HACC; however, any temporary extensions of this service to the site of need shall be provided by the Contractor(s). All temporary water facilities shall be made safe from trip hazards for pedestrians; further, such temporary facilities shall be protected against damage by vehicles at driveway crossings.
- G. The Contractor shall provide continuous supervision of all work embraced in the contract by a duly authorized and competent superintendent having experience in this type of work and who shall be acceptable to the HACC. HACC may demand the dismissal of the superintendent or any person employed by the Contractor who is, about or upon the work, incompetent or guilty of misconduct or who neglects or refuses to comply with any directions given by HACC, so long as such directions are in accords with the intent of the specifications. Such person shall not be employed upon HACC's property again without the written consent of HACC. Should the Contractor continue to employ such person without the written consent of HACC, HACC may withhold all payments which are or may become due; or HACC may suspend the work at the expense of the Contractor until such orders are complied with.
- H. Personnel of the Prime Contractor must sign in and out, at the Facilities Department during normal and closed hours of HACC.

2. Grass cutting:

- a. should be cut according to weather conditions or every 7 to 10 days
- b. cut at a length no less than 2.5" and a maximum height of 3.5"
- c. grass clippings, if not bagged, should be thrown away or blown away from streets, driveways, lowerbeds, walkways etc.
- d. Area to mowed is approximately 28 acres.

3. String trimming:

- a. curbs
- b. poles
- c. signs
- d. flower beds
- e. fences
- f. any other area that a standard piece of lawn equipment would damage or be difficult to operate
- g. grass clippings should be thrown away or blown away from streets, driveways, flowerbeds, walkways etc.

3. Underbrush area (as outlined on site plan)

- a. to be cut with a bush hog or other task appropriate piece of equipment
- b. should be cut according to weather conditions
- c. cut at a length no less than 3.5" and a maximum height of 6"– 8"

**EXHIBIT “B”
PRICING
to the
LAWN CARE SERVICE AGREEMENT**

END OF BID SCOPE OF WORK

HACC - Central Pennsylvania's Community College
RFB12-09 LAWN CARE - LANCASTER CAMPUS
REQUEST FOR BID
BID FORM

A) LAWN CARE - LANCASTER CAMPUS:

The Offeror shall propose the cost to furnish the lawn care in accordance with this RFB.

It is estimated that there will be 24-29 mowings per mowing season.

A. COST PER MOWING – FIRST YEAR \$ _____/Mowing

B. COST PER MOWING – SECOND YEAR \$ _____/Mowing

B) Bid Deadline

To be considered for selection, Bids shall arrive at HACC's Procurement and Business Services Office, 349 Wiconisco Street, Room PC223, Harrisburg, PA, 17110, by 11:30PM on or before February 8, 2012. Bids must be in a sealed container, clearly marked "RFB12-09, LAWN CARE - LANCASTER CAMPUS." Allow time for normal mail delivery to ensure timely receipt of Bids by HACC's Procurement and Business Services Office. Bids arriving after the deadline will not be considered. All Bids become the property of the College.

C) Number of Copies and Mailing of Bid

Two (2) copies of the Bid will be submitted in a sealed container clearly marked with the name of the Bid and labeled "RFB12-09, LAWN CARE - LANCASTER CAMPUS." One (1) of the copies shall be marked "Master Copy" and will contain original signatures. The other copy does not require original signatures.

The Bids must be addressed as follows:

HACC
Procurement and Business Services
ATTN: Garry Crider, Procurement Services Manager
349 Wiconisco Street, Room PC223
Harrisburg PA 17110

D) Vendor Registration: To all Proposers: Please register your firms information on HACC's website – go to www.hacc.edu – "Business & Community" – "Purchasing" – "Vendor Purchasing System Login" – then following instructions.

SIGNATURE _____

FIRM NAME _____

ADDRESS _____

TELEPHONE _____ **EMAIL ADDRESS** _____

END OF BID FORM