



2740 York Road, Jamison, Pennsylvania 18929
Phone: (215) 343-2480 Fax: (215) 343-8626
www.mbit.org

**REQUEST FOR
PROPOSAL AND
SPECIFICATIONS
FOR
LAWN MAINTENANCE**

Any questions regarding this Request For Proposal (RFP)

should be directed to:

Ms. Oksana Pomerlian
Business Manager
(215) 343-2480 Ext. 106
opomerlian@mbit.org

Regarding Specifications:

Mr. Warren Anders
Facilities Manager
(215) 343-2480 Ext. 118
wanders@mbit.org

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY LAWN MAINTENANCE

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NOTICE TO CONTRACTORS

REQUEST FOR PROPOSAL

LAWN MAINTENANCE

Proposals will be received by Middle Bucks Institute of Technology at 2740 York Road, Jamison, PA 18929 on or before 2:00 PM, Monday, April 22, 2024. Proposals will be reviewed, and a contractor will be selected and referred to the Executive Council for approval at the May 7, 2024 Executive Council Regular meeting.

Proposal specifications and instructions may be obtained at <https://www.mbit.org/Page/800> or at the Middle Bucks Institute of Technology Business Office 215-343-2480 Ext. 106.

All proposals should be delivered in a sealed envelope and addressed to Middle Bucks Institute of Technology and be clearly marked: LAWN MAINTENANCE PROPOSAL.

Dr. Mark Covelle
Administrative Director

The Middle Bucks Institute of Technology is soliciting proposals for Lawn Maintenance for its campus for five (5) years, May 13, 2024 to March 31, 2029, in accordance with the following specifications and general conditions:

1. Proposals shall be delivered or emailed. Delivered to the Business Office, Middle Bucks Institute of Technology, 2740 York Road, Jamison, PA 18929 on or before 2:00 PM, Friday, April 22, 2024.
2. Contractors are expected to examine the specifications and all instructions. Failure to do so will be at contractors' risk. (Contractors are expected to inspect the site and become familiar with the specifications, all measurements and other documents that would form part of the contract and requirements as necessary to satisfy themselves in regard to the character and amount of work required. Proposals must be signed by an authorized officer or agent of the Contractor together with proof of corporate authority and corporate seal affixed to the last page of the proposal.)
3. Each proposal with annual cost totaling \$10,000 or more must be accompanied by a Certified or Bank issued check, made payable to Middle Bucks Institute of Technology, in the amount of 10% of the total first year annual proposal as a guarantee of successful completion of the contract. All checks submitted with proposals will be held uncashed and returned to all unsuccessful contractor when proposal is awarded.
4. Proposals shall be submitted on the proposal form provided as part of these specifications.
5. All inquiries concerning the intent of these specifications may be made to Mr. Warren Anders (215) 343-2480 Ext. 118 or via email to wanders@mbit.org
6. Insurance - The Contactor shall purchase and maintain throughout the period of contract, insurance listed below and shall provide evidence of such by submitting Certificates of Insurance to Middle Bucks Institute of Technology within ten days of contract award.
 - a. Commercial General Liability- coverage to include products and/or completed operations subject to a minimum combined single limit for bodily injury and/or property damage of \$1,000,000 each occurrence; \$1,000,000 general aggregate; and \$1,000,000 products/completed operations aggregate.
 - b. Automobile Liability - Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of \$1,000,000.
 - c. Workers' Compensation-Coverage to statutory and include all employees of contractor and/or any subcontractors.
 - d. Umbrella Liability - Coverage should be in amount of \$1,000,000 each occurrence and \$1,000,000 aggregate.

- e. Other conditions regarding insurance:
 - i. All certificates of insurance will contain thirty (30) day notice of cancellation.
 - ii. It is the obligation of the contractor to obtain and furnish Middle Bucks Institute of Technology for Certificates for any subcontractors, subject to the *above* terms and conditions.
 - f. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania with rating by A.M. Best's Insurance guide as "A-" carrier or better.
 - g. Contractor will name Middle Bucks Institute of Technology as additional insured on all coverage except for workers compensation.
7. Contractors must complete a Non-Collusion Affidavit. The Non-Collusion Affidavit as attached must be executed by the member, officer or employee of the contractor who makes the final decision on prices and the amount quoted in the proposal.
8. HUMAN RELATIONS ACT - The Contractor acknowledges application of the Pennsylvania Human Relations Act, 43 P.S. 951, et seq., prohibiting discrimination based on race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor shall comply with the provisions of the Act, as Amended, which is hereby made part of these specifications.
9. Middle Bucks Institute of Technology requires all contractors, subcontractors and their employees who may come in contact with children to have valid Criminal History Report (Act 34), Pennsylvania Child Abuse History Clearance (Act 151), and FBI Criminal History Record (Act 114) on file with the School. The Contractor shall submit the originals to the School to copy. The School will return the originals to the Contractor to keep on record. This applies to any new employee who performs service for the School during the contract.
10. The contract year shall run from April 1 through March 31 the following year. The contract shall begin April 13, 2024 and end on March 31, 2029 of the first year.
11. The Contractor shall provide an annual and per cut cost. The annual cost shall be based on expectation of weekly lawn cutting beginning after April 1 and assumes 28 cuts for determination of annual cost. The per cut cost will be used to adjust annual cost.
12. The contract shall provide Middle Bucks Institute of Technology with the right to cancel the contract with or without cause at any time with forty-five (45) day written notice at no cost.
13. Contractor must have a Pesticide Application Business License and Pesticide Certification for Category 7 or Category 23 issued by the Commonwealth of Pennsylvania. All applications of Pest Management Treatments shall be in accordance with all applicable laws including Act 36 of 2002. Notifications shall be made to the School at least 5 days prior to treatment to allow the School time to make notifications.

14. Additional services that Middle Bucks Institute of Technology may consider as part of entire scope of work are listed in specifications as such. Contractors are not required to submit proposals for each item and Middle Bucks Institute of Technology reserves the right to accept or to reject any or all proposals submitted, and to make the award in its best interest.
15. Once proposal is awarded, this document along with the attached specifications, purchase order and contract (Exhibit A) shall form the entire agreement between Middle Bucks Institute of Technology and the successful contractor.
16. Failure to complete the enclosed Non-Collusion affidavit with your proposal will result in disqualification.

Middle Bucks Institute of Technology
Lawn Maintenance
Specifications and Proposal Form

Equipment and Supplies

The Contractor will furnish all landscaping equipment and supplies necessary to perform the work as outlined in the proposal specifications and general conditions.

Scope of work

There are approximately 40 acres to be cut on weekly basis from approximately early April to end of October each year. There will be an average of twenty-eight (28) mowing's during the growing season.

Contractor will perform edging, trimming and blowing off of adjacent walkways and roadway bi-weekly. Areas are immediate to building and walkways surrounding building.

Contractor is responsible for care, operation and safety of work being performed and will take precautions of removing any debris and litter prior to cutting.

Additional Services:

Additional Service #1. Contractor will apply herbicide to prevent and to kill weeds on walking trail crossing school grounds. Trail runs from entrance at Deer Run, across frontage on York Road to development at Lee Drive. Trail is six (6) foot wide and approximately 2,000 feet long. Application is to prevent weeds and goal is not have active and out of control weeds coating the walk trail. The Contractor will presume four applications during the growing season. As pre-emergent in spring, at beginning of summer, late summer and in fall.

Additional Service #2. Contractor will perform school cleanup of flower beds located around the school building. There are five beds located on north side (facing York Road), three in plaza on south side, around pond area near greenhouse and the memorial garden near York Road entrance. Service will include weeding, trimming and mulching. This service will be performed in late August prior to start of school year, late fall and at beginning of spring. Proposal should be labor only. Contractor needs to estimate time to clean up areas and spread 25 yards provided mulch in areas described. Mulch will be purchased by Middle Bucks Institute of Technology for installation.

Additional Service #3. Mechanically remove the weeds and overgrowth long the ground level of the exterior of the building, cracks in the parking lots and drive lanes and underneath the fence lines throughout the property. Price provided by contractor will be per occurrence.

Additional Service #4. Leaf clean up and removal. Areas include, north side adjacent to building, plaza and playground areas on south side of school building. Price provided by contractor will be per occurrence.

Map of site is attached.

Lawn Maintenance Proposal Form

March 22, 2024

Middle Bucks Institute of Technology
Business Office
2740 York Road
Jamison, PA 18929

Ladies and Gentlemen:

We propose to provide landscaping services according to the specifications and general conditions as outlined for the following annual and per cut proposal amounts:

	05/13/2024 through 03/31/2025	04/01/2025 through 03/31/2026	04/01/2026 through 03/31/2027	04/01/2027 through 03/31/2028	04/01/2028 through 03/31/2029
ANNUAL COST					
PER CUT COST only					
Cost per cut with edging					
Additional Service #1 per service					
Additional Service #2 per service					
Additional Service #3 per service					
Additional Service #4 per service					

We have visited the site and have a thorough understanding of the specifications.

initial

Amount of Certified Check enclosed

\$ _____

The Non-Collusion Affidavit is signed and attached

Lawn Maintenance Proposal Form

Pesticide Application Business License (copy attached)

Pesticide I.D. No. (copy attached)

We agree to submit the required clearances for all
Employees who will be providing services to the school
Beginning April 8, 2024 through March 31, 2029.

(Please initial)

Authorized Signature

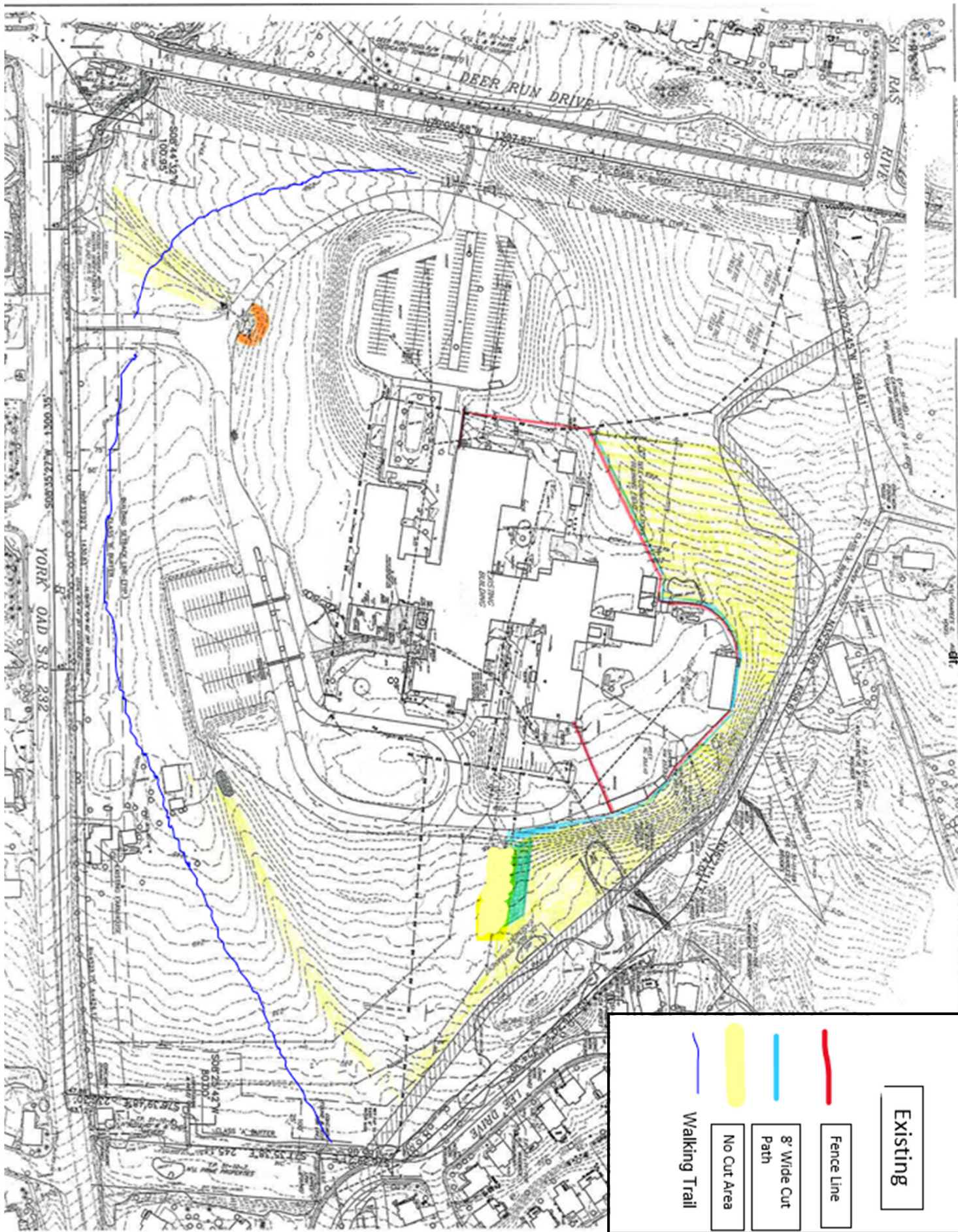
Date

Firm

Email

Address

Phone No.



MIDDLE BUCKS INSTITUTE OF TECHNOLOGY

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

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 price(s) and amount of this proposal for **LAWN MAINTENANCE**.

I state that:

- 1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, or potential contractor.
- 2) Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed before review.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- 4) The proposal 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 proposal.
- 5) _____ its affiliates,
(Name of Firm)
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 proposing on any public contract, except as follows:

I state that _____ understands
(Name of my firm)

and acknowledges that the above representations are material and important, and will be relied upon by MIDDLE BUCKS INSTITUTE OF TECHNOLOGY in awarding the

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY

NON-COLLUSION AFFIDAVIT

proposal contract(s) for which this proposal is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from MIDDLE BUCKS INSTITUTE OF TECHNOLOGY of the true facts related to the submission of proposals for this contract.

Print Name of Authorized Person and Title

Signature of Authorized Person

Company Name

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

NOTARY PUBLIC

My Commission Expires:

AGREEMENT FOR LAWN SERVICES

THIS AGREEMENT, made and concluded on this _____ day of _____, 2024, is by and between MIDDLE BUCKS INSTITUTE OF TECHNOLOGY, an educational institution maintaining a principal place of business in Jamison, Pennsylvania (hereinafter referred to as “MBIT”), and _____, a Pennsylvania _____, maintaining a principal place of _____ in, Pennsylvania (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, MBIT has determined that it is appropriate to engage the services of _____ to provide lawn and maintenance services for MBIT;

WHEREAS, the Contractor has the necessary expertise to provide those services to MBIT; and

WHEREAS, MBIT desires to retain the Contractor to provide the services outlined in the RFP attached hereto incorporated by references that are fully set forth at length.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Services. The Contractor agrees to provide to MBIT the services related to the lawn maintenance work described in the attached RFP during the time frame referenced in the request for proposal.

2. Term. The parties acknowledge that the services provided should take approximately nine (9) months to complete, with the understanding that services shall commence on or about May 13, 2024, and terminate on or about March 31, 2029. It is expected that the Contractor will provide approximately twenty-five (25) hours of service, on average, during the

course of each work week, with the understanding that the Contractor will be providing those services for a period not in excess of fifty (50) weeks in any calendar year.

3. Compensation. The services to be performed by the Contractor, the compensation to be paid shall be in accordance with the Contractor's response to MBIT's request for proposal. Payments will be made based on invoices submitted on a monthly basis and paid within thirty (30) days of submission to MBIT, assuming that the services rendered have been completed in accordance with the invoice.

4. Termination.

a. MBIT may terminate this Agreement with or without cause by giving the Contractor forty-five (45) days written notice of its intention to terminate this Agreement. In the event of termination, the Contractor shall be paid for any and all services rendered to the date of termination.

b. If a dispute should arise between the parties concerning compensation in the event of termination, as set forth in this paragraph, the parties agree that the dispute shall be arbitrated pursuant to the rules adopted by the American Arbitration Association with the specific understanding that any such arbitration shall occur at the offices of MBIT located at 2740 York Road, Jamison, Pennsylvania.

5. Modifications. MBIT may request, from the Contractor, modifications in the scope of services to be performed by the Contractor pursuant to this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation or scope of work, shall be mutually agreed upon by the parties hereto and shall only be valid if incorporated into a written amendment to this Agreement and executed by the parties. In the absence of such an executed amendment, any changes or increases in the scope of services to be performed by the Contractor

are undertaken by it without the anticipation of compensation, and conversely, if any decrease in services are requested by MBIT, same shall not be credited against the total compensation unless said decrease is reflected in an amendment to this Agreement.

8. Assignment. This Agreement may not be assigned by either party, nor shall any compensation, which may be due to Contractor pursuant to this Agreement, be assigned or otherwise used as collateral for any loans or extensions of credit to Contractor by any third party.

9. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, its successors, and assigns.

10. This Agreement contains the entire agreement between the parties, and any negotiations that give rise to this Agreement are deemed to have been merged into this Agreement, and, therefore, any terms and conditions not set forth herein are deemed to have been negotiated away by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Attest:

MIDDLE BUCKS INSTITUTE OF
TECHNOLOGY

By: _____

CONTRACTOR

By: _____