
REQUEST FOR PROPOSAL CONDITIONS AND SPECIFICATIONS

**LANDSCAPING MAINTENANCE – EASTERN CENTER FOR ARTS AND TECHNOLOGY
FOR THE 3.5 YEAR PERIOD STARTING
JANUARY 1, 2020 THROUGH JUNE 30, 2024**

Submission Deadline: Tuesday, December 8, 2020 at 3:00 p.m.

Opening Date and Time: Tuesday, December 8, 2020 at 3:00 p.m. There will not be a public opening however the results will be tabulated and supplied to any contractor upon request.

Destination for Delivery of Proposal: Eastern Center for Arts and Technology
3075 Terwood Road
Willow Grove, PA 19090
Attn: Mary Martin, Business Manager
(Landscaping Maintenance Proposal)

**EASTERN CENTER FOR ARTS AND TECHNOLOGY
WILLOW GROVE, PA 19090**

General Conditions

LANDSCAPING MAINTENANCE PROPOSAL:

November 2020

Eastern Center for Arts and Technology (“EASTERN”) solicits proposals for Landscaping Maintenance for three (3.5) years, January 1 - June 30, 2021 (.5 year) and July 1, 2021 through June 30, 2024 (3 years), in accordance with the following specifications and general conditions:

1. Proposals shall be delivered, sealed and plainly marked "Landscaping Maintenance Proposal" to Mary Martin, Business Manager, 3075 Terwood Road, Willow Grove, PA 19090 on or before 3:00 p.m., Tuesday, December 8, 2020. Proposals will be opened at 3:00 p.m. Tuesday. December 8, 2020.
2. Proposals shall not be withdrawn within 90 days of the December opening except as outlined within the proposal specifications.
3. Proposal shall be submitted on the proposal form provided for as part of these specifications.
4. All inquiries concerning the intent of these specifications may be made to Mary Martin, Business Manager 215-784-4800 ext. 243. All inquiries must be received by December 2, 2020 and response will be provided to contractor, any other requesting contractors and will be posted on EASTERNS web site (www.eastech.org).
5. Insurance - The Contractor shall purchase and maintain, throughout the period of contract, insurance listed below and shall provide evidence of such by submitting Certificates of Insurance to the School within ten days of contract award.
6. 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.

Automobile Liability - Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of \$1,000,000.

Workers' Compensation - Coverage to statutory and include all employees of contractor and/or any subcontractors.

Umbrella Liability - Coverage should be in the amount of \$3,000,000 each occurrence and \$3,000,000 aggregate. The conditions are:

- a. All certificates to contain thirty (30) day notice of cancellation.

- b. It is the obligation of the contractor to obtain and furnish the School Certificates for any subcontractors, subject to the above terms and conditions.
 - c. All General Liability policies shall provide a per job location aggregate.
 - d. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the School.
7. It is the contractors' responsibility to visit the EASTERN Building site to determine for themselves the areas to be serviced as part of this contract. An aerial site plan of the property is provided for cursory review.
 8. A contract year shall be from July 1 through June 30 of the following year, except that there shall be a short year from January 1 through June 30, 2021 to transition the contract to an annual period beginning July 1. Therefore, the term of the contract shall begin on January 1, 2021 and end on June 30, 2024 (3.5 years in total).
 9. In the event that service is unsatisfactory, EASTERN reserves the right to terminate this contract. If the contract is terminated, payment will be made on a prorated basis, based upon the cuts that have been made.
 10. The Contractor shall provide an annual and per cut cost for any additional cuts over and above the stated number of cuts in the contract and cost of supplemental watering.
 11. Upon receipt of a contract award and before work begins, the successful contractor shall file with the School's Business Office, the Certificates of Insurance for the insurance required in these General Conditions and Specifications in the amounts as specified.
 12. EASTERN reserves for itself the right to accept proposals, in part or in whole, to reject any and all proposals, and to determine for itself what shall be acceptable as best meets the needs of Eastern Center for Arts and Technology. There is no requirement that EASTERN accept the absolute lowest proposal.
 13. Failure to complete and return the enclosed Non-Collusion affidavit with your proposal will result in disqualification.
 14. Contractor agrees to adhere to Anti-Discrimination Clause included within the contents of this proposal.
 15. As of April 1, 2007, the Pennsylvania Legislature has changed the Background Check requirements in the Public School Code, 24 P.S. sec 1-111. EASTERN requires all contractors, subcontractors and their employees who may come in contact with children to have a 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. EASTERN will return the originals to the Contractor to keep on record. This applies to any employee who performs service for the District during the contract.
 16. 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. Notification shall be made to EASTERN at least 5 days prior to treatment to allow EASTERN time to make notifications.

17. Please note: A Driver's License, State issued ID, or Military ID is required to enter EASTERN.
18. Any specific questions related to the proposal must be submitted in writing to EASTERN by email to mmartin@eastech.org, by December 2, 2020. All questions received and answers to those questions will be posted on the School's website (eastech.org) by December 4, 2020 and will be furnished by email to anyone who requests the questions and answers, at the same email address by December 4, 2020.
19. Three (3) references will be provided to EASTERN prior to the school entering into a formal contract for services.
20. Variations from the services listed must be fully explained and documented as such on the proposal.
21. After EASTERN accepts a proposal, a formal contract will be drawn up to formalize the terms of the contract as finally negotiated. This contract must be approved by the School's Solicitor.

EASTERN CENTER FOR ARTS AND TECHNOLOGY
LANDSCAPING MAINTENANCE PROPOSAL
SPECIFICATIONS

Supplies and Equipment

The Contractor will furnish all landscape equipment and supplies necessary to perform the work outlined in this proposal in a professional manner. This will include fertilizers, weed killers, and all equipment.

Spring Cleaning:

Spring cleanup to include policing the grounds for the removal of fallen small branches, debris, leaves and litter. This does NOT include unusual large branches from storm damage left over from winter. The date for such cleaning will be mutually determined by EASTERN facilities staff and the contractor.

Mulching:

Bed Edging: This includes removing weeds and re-edging previously edged ornamental beds and tree rings prior to mulching. The edge will be approx. 2-3" deep creating a crisp clean look as well as definition between mulch and turf.

Pre-emergent Weed Control: Apply a pre-emergent weed preventer to all ornamental mulch beds. To ensure proper weed control throughout the growing season.

Install a new layer of below selected mulch to all existing ornamental mulch beds with Triple Ground Natural Mulch

Maintenance Operations:

26 visits per season

Visits will be primarily for mowing services, however, also include weeding, detail work, and general upkeep on weeks that do not require mowing.

Curb-Line Edgings: This should include straight line trimming of sidewalks and curb lines to create a crisp clean appearance. This must be completed every other visit.

Mulch Bed Weeding: This service will be done in conjunction with each mowing occurrence. All ornamental mulch beds will be properly maintained to present a neat and weed free appearance during each visit.

Herbicide Application: This service includes applying a non-selective Herbicide

- A post-emergent crabgrass control shall be applied 1 time in the spring to kill any crabgrass that germinated.
- A quality turf fertilizer shall be applied 3 times during season.
- A broadleaf weed control shall be applied 3 times during season to control broadleaf weeds.
NOTE: These application(s) may be applied in conjunction with each other.

- 2 Shrubbery trimmings.
- This service will include removing dead/damaged branches, as well as removing new growth to retain the intended shape of plant.

Two (2) Fall cleanups

- This includes providing a fall cleanup both during and upon conclusion of the fall “drop’ of leaves”. This work consists of collecting/removing/mulching leaves from entire property, including lawn areas, parking areas, common areas and ornamental mulch beds. Contractor will also mulch leaves on site where applicable with machines properly equipped with mulching blades and decks. Both dates to be mutually agreed upon by Contractor and EASTERN.

Seasonal flower rotation(s)

- This service includes 2 rotation(s) of seasonal color. They may include spring flowering bulbs, summer annuals and fall annuals. All types TBD by Contractor with customer based on animal presence, sun and shade, and soil conditions. All flowers will be watered one time upon installation.

30 flats of summer annuals (18 flowers per flat)

30 flats of fall annuals (18 flowers per flat)

Flower watering

Flower watering will be performed as needed, as determined by contractor and agreed to by EASTERN. The cost will be an add on to the fixed price of the contract but designated on the proposal form

OPTIONS #1 AND #2 FOR SNOW REMOVAL SERVICES

Bidding on OPTION #1 and #2 are optional.

Contractors are strongly advised to provide a proposal on OPTION #1 and #2. In the event that multiple proposals are otherwise similar in scope and amount, EASTERN has the right to weigh the advantages of a contractor who can supply these services and to choose a contractor who may not offer the lowest price but can address these needs.

OPTION #1: Full Service Snow Removal: To be billed per occurrence at the contracted price.

A. Snow removal will be done only when authorized by EASTERN. When snow is forecast to start in the middle of the night, the contractor and EASTERN must communicate a “Game plan” as to when, and how, to proceed with the snow removal. Fire Lanes are to be kept clear at all times. During significant snow accumulations (8" or more), more than one snow removal operation may be necessary. Each full snow removal procedure will be billed separately. When snow is forecast, Contractor must be prepared to start the removal process as soon as authorized.

B. Areas: All parking lots, driveways, sidewalks, entrances, steps, etc. are to be cleared and

salted (see enclosed site plans). Methods of removal to include use of snow blowers, plows, front end loaders, Bobcats/Skid Steers, shovels, sweepers, salt and snow melting chemicals (use proper snow melting chemicals as to not damage concrete surfaces).

C. Contractor must have adequate equipment and personnel available as to assure snow removal will be completed as efficiently as possible and schools will be ready for operation as soon as possible after a snowstorm. Contractor will supply salt and snow melting chemicals.

OPTION #2 - Snow Removal Supplemental Labor: Providing of labor to assist with snow removal: Contractor shall provide labor capable of manually moving snow, spreading ice melting chemicals and/or operating small equipment (snow blower/snow brush). Labor will not operate vehicles in connection with this work. Labor will be provided, as needed, with 24 hours advanced request by EASTERN. EASTERN will only request labor if Full Service Snow Removal Services (Option #1) are not required in the particular snow/ice event.

If a Contractor provides a proposal on Option #1 and/or Option #2, services must be provided as needed. EASTERN has the right to offset the contract price by any costs incurred if contractor cannot timely provide the service as stated in these specifications.

ANTI-DISCRIMINATION CLAUSE
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the contractor agrees:
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
 - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
 - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
 - d. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antiproposal-Rigging Act. 73 P.S. 1611 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. Affidavit 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.
3. Proposal rigging and other efforts to restraint competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the contractor with responsibilities for the preparation, approval or submissions of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR
OF THE EASTERN CENTER FOR ARTS AND TECHNOLOGY
TO COMPLY WITH ACT §111 OF THE PUBLIC SCHOOL LAWS

1. This agreement is part of the agreement between the undersigned business person or entity and Eastern Center for Arts and Technology, dated _____, for the sale of goods or the provision of services as an independent vendor or contractor in the nature of: _____, Proposal/Quote No. _____.

2. The undersigned understands that after January 1, 1986 independent contractors and their employees hired after that date must comply with §111 of the School Code, which provides, among other things, that a CRIMINAL HISTORY INFORMATION RECORD SEARCH must be obtained for each employee who could come into contact with school children, showing that such employees have not been convicted of certain crimes. A copy of the law is available upon request.

3. It is agreed that Eastern Center for Arts and Technology has no right of direct control over the hiring, retention, screening or assignment of employees, agents or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the School, hereby agrees to indemnify and hold harmless the School and all School employees for all losses, including costs of counsel and all expenses incident thereto.

Dated: _____ 20 _____

By: _____ (Seal)
(Proprietor, Authorized Officer or Partner)

(Corporate Seal,
if applicable)

Witness or Attest:

Business Name and Address of
Vendor/Independent Contractor

**LANDSCAPING MAINTENANCE
PROPOSAL FORM**

November 2020
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Eastern Center for Arts and Technology
Mary Martin
Business Manager
3075 Terwood Road
Willow Grove, Pa
19090

We, the undersigned, herewith propose and agree to furnish the Eastern Center for Arts and Technology all labor and material, as per the "Specifications for Grounds Contract", to complete the following:

**Landscaping Maintenance Services: January 1, 2021 through June 30, 2021
(Short period: six (6) months)** \$ _____

**Landscaping Maintenance Services: July 1, 2021 through June 30, 2022
(Full year)** \$ _____

**Landscaping Maintenance Services: July 1, 2022 through June 30, 2023
(Full year)** \$ _____

**Landscaping Maintenance Services: July 1, 2023 through June 30, 2024
(Full year)** \$ _____

Cost for Each Additional Cut (all years) \$ _____ /Cut

Hourly Cost for Watering Flowers (all years) \$ _____ /Hour

OPTION #1: Full Service Snow Removal:

Snow Removal: January 1, 2021 through June 30, 2021

Level 1: 0 to 1.99" per occurrence: \$ _____

Level 2: 2.00 to 3.99" per occurrence: \$ _____

Level 3: 4.00 to 5.99" per occurrence: \$ _____

Level 4: 6.00 to 7.99" per occurrence: \$ _____

Level 5: 8.00 to 9.99" per occurrence: \$ _____

Level 6: 10.00 to 11.99" per occurrence: \$ _____

Additional Per Inch Pricing: \$ _____ /Inch

Ice Melting Chemical Application: \$ _____

Salt Truck Hourly Rate \$ _____ /Hour

Extra Loader Work, to move snow piles: \$ _____ /Hour

Pallet of Calcium Chloride \$ _____ /Pallet

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PROPOSAL FORM**

Eastern Center for Arts and Technology

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OPTION #1: Full Service Snow Removal:

Snow Removal: July 1, 2021 through June 30, 2022

Level 1: 0 to 1.99" per occurrence:	\$ _____
Level 2: 2.00 to 3.99" per occurrence:	\$ _____
Level 3: 4.00 to 5.99" per occurrence:	\$ _____
Level 4: 6.00 to 7.99" per occurrence:	\$ _____
Level 5: 8.00 to 9.99" per occurrence:	\$ _____
Level 6: 10.00 to 11.99" per occurrence:	\$ _____

Additional Per Inch Pricing: \$ _____/Inch

Ice Melting Chemical per Application: \$ _____

Salt Truck Hourly Rate \$ _____/Hour

Extra Loader Work, to move snow piles: \$ _____/Hour

Pallet of Calcium Chloride \$ _____/Pallet

OPTION #1: Full Service Snow Removal:

Snow Removal: January 1, 2022 through June 30, 2023

Level 1: 0 to 1.99" per occurrence:	\$ _____
Level 2: 2.00 to 3.99" per occurrence:	\$ _____
Level 3: 4.00 to 5.99" per occurrence:	\$ _____
Level 4: 6.00 to 7.99" per occurrence:	\$ _____
Level 5: 8.00 to 9.99" per occurrence:	\$ _____
Level 6: 10.00 to 11.99" per occurrence:	\$ _____

Additional Per Inch Pricing: \$ _____/Inch

Ice Melting Chemical Application: \$ _____

Salt Truck Hourly Rate \$ _____/Hour

Extra Loader Work, to move snow piles: \$ _____/Hour

Pallet of Calcium Chloride \$ _____/Pallet

**LANDSCAPING MAINTENANCE
PROPOSAL FORM**

Eastern Center for Arts and Technology

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OPTION #1: Full Service Snow Removal:

Snow Removal: January 1, 2023 through June 30, 2024

Level 1: 0 to 1.99" per occurrence:	\$ _____
Level 2: 2.00 to 3.99" per occurrence:	\$ _____
Level 3: 4.00 to 5.99" per occurrence:	\$ _____
Level 4: 6.00 to 7.99" per occurrence:	\$ _____
Level 5: 8.00 to 9.99" per occurrence:	\$ _____
Level 6: 10.00 to 11.99" per occurrence:	\$ _____

Additional Per Inch Pricing: \$ _____ /Inch

Ice Melting Chemical Application: \$ _____

Salt Truck Hourly Rate \$ _____ /Hour

Extra Loader Work, to move snow piles: \$ _____ /Hour

Pallet of Calcium Chloride \$ _____ /Pallet

OPTION #2: Snow Removal Supplemental Laborers Hourly Rate per laborer:

Snow Removal-Hand Labor, hourly rate, January 1, 2021 - June 30, 2021	\$ _____ /Hour
Snow Removal-Hand Labor, hourly rate, July 1, 2021 - June 30, 2022	\$ _____ /Hour
Snow Removal-Hand Labor, hourly rate, July 1, 2022 - June 30, 2023	\$ _____ /Hour
Snow Removal-Hand Labor, hourly rate, July 1, 2023 - June 30, 2024	\$ _____ /Hour

**LANDSCAPING MAINTENANCE
PROPOSAL FORM**

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Amount of Certified Check or Proposal Bond enclosed \$ _____

The Non-Collusion Affidavit is signed and attached _____

The agreement to comply with Section III of the Public School Code is signed and attached. _____

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 January 1, 2021 through July 31, 2024. _____

(Please initial)

Authorized Signature

Firm

Address

Email

Fax No.

Phone No.

Date