

## OFFICIAL NOTICE

### The Township of Sewickley Notice to Bidders

Sealed proposals shall be received by the Township of Sewickley, County of Westmoreland and Commonwealth of Pennsylvania, 2288 Mars Hill Road, Irwin, PA, 15642 until 10:00am on Monday, July 13, 2020 and opened at that same date and time, for the cutting and trimming of the lawn and grass areas every (5) five to seven (7) days at the following locations:

- a) John C. Bruno Memorial Football Field
- b) All Baseball and Softball Fields
- c) Crabapple Park

Specifications and forms for bid may be obtained at the Municipal Building, Monday through Friday, from 8:00am to 3:30pm. All proposals must be submitted on the official form provided by the Township.

Proposals shall be read aloud at the regular monthly meeting of the Board of Supervisors to be held Wednesday, July 15, 2020 at 7:00pm. All proposals must remain open and acceptable by the Township for a period of thirty (30) days from July 15, 2020.

An executed Non Collusion Affidavit must accompany the bid. The successful bidder shall furnish a bond to the Township guaranteeing performance of the contract in an amount and form satisfactory to the Township. The contract shall be awarded to the lowest responsive and responsible bidder.

The successful bidder shall be responsible for payment of all labor, fuel, material, and equipment costs and is required to carry, provide proof, and maintain in effect during the term of the Agreement, Workers Compensation Insurance as required by the Commonwealth of Pennsylvania and Comprehensive Commercial Liability Insurance with a minimum amount of \$300,000.00 of liability coverage.

The Township reserves the right to reject any or all proposals or waive any informalities or minor discrepancies in the proposals or specifications when deemed to be in the best interest of the Township. The Township reserves the right to make an award on the basis of quotations received for any items or on the basis of the aggregate total for some or all items on which quotations are received.

Susan D. Leukhardt  
Secretary-Treasurer  
The Township of Sewickley

## INSTRUCTIONS TO BIDDERS

All envelopes containing Proposals shall be clearly **marked "Lawn Care Services – Crabapple Mowing for letting of July 13, 2020"**. Sealed proposals shall be received by the Township of Sewickley, County of Westmoreland and Commonwealth of Pennsylvania, 2288 Mars Hill Road, Irwin, PA, 15642 until 10:00am on Monday, July 13, 2020 and opened at that same date and time. Proposals shall be read aloud and recorded at the regular monthly meeting of the Board of Supervisors to be held Wednesday, July 15, 2020 at 7:00pm.

Proposals must be mailed to the following address:

The Township of Sewickley  
2288 Mars Hill Road  
Irwin, PA 15642  
Telephone Number – 724.446.7202

Specifications and forms for bid may be obtained at the Municipal Building, Monday through Friday, from 8:00am to 3:30pm, prevailing time. All proposals must be submitted on the official form provided by the Township.

Proposals shall be read aloud at the regular monthly meeting of the Board of Supervisors to be held Wednesday, July 15, 2020 at 7:00pm, prevailing time. All proposals must remain open and acceptable by the Township for a period of thirty (30) days from July 15, 2020.

No responsibility will attach to any Township representative for the premature opening of a proposal not properly addressed and identified.

No proposal will be accepted after the time specified on the advertisement whether or not the bidder has a time other than the official Township time as marked.

Any alternations, erasures, additions or omission of required information in or change of specifications on the proposal schedule is done at the risk of the Bidder and may result in the rejection of his proposal.

Wherever the word Township appears in this proposal it shall mean the Township of Sewickley.

Failure of the bidder to sign the proposal or have the signature of an authorized representative or agent on the proposal in the space provided may be cause for rejection of the proposal.

Any bidder may withdraw his proposal at any time before the time set for receipt of the proposal. No proposal may be withdrawn in the thirty-day period after the proposals are received.

An executed Non Collusion Affidavit must accompany the proposal. The successful bidder shall furnish a bond to the Township guaranteeing performance of the contract in an amount and form satisfactory to the Township.

The contract shall be awarded to the lowest responsive and responsible bidder. The successful bidder shall be responsible for payment of all labor, fuel, material and equipment costs.

The successful bidder is required to carry, provide proof and maintain in effect during the term of the Agreement, Workers Compensation Insurance as required by the Commonwealth of Pennsylvania and Comprehensive Commercial Liability Insurance with a minimum amount of \$300,000.00 of liability coverage.

The Township reserves the right to reject any or all proposals or waive any informalities or minor discrepancies in the proposals or specifications when deemed to be in the best interest of the Township. The Township reserves the right to make an award on the basis of quotations received for any items or on the basis of the aggregate total for some or all items on which quotations are received.

**LAWN CARE SERVICES CONTRACT**

**THIS AGREEMENT** made and entered into this 15<sup>th</sup> day of July, 2020, by and between the **TOWNSHIP OF SEWICKLEY**, a municipal corporation, organized under the laws of the Commonwealth of Pennsylvania, with a mailing address of 2288 Mars Hill Road, Irwin, Pennsylvania 15642, hereinafter referred to as "**TOWNSHIP**"

**A N D**

\_\_\_\_\_, of \_\_\_\_\_, Pennsylvania, \_\_\_\_\_, hereinafter referred to as "**CONTRACTOR**".

**WHEREAS**, the **TOWNSHIP** is responsible for providing certain lawn care services to certain properties; and

**WHEREAS**, **CONTRACTOR** is in the business of providing lawn care services; and

**WHEREAS**, lawn care services shall mean all mowing and trimming of the properties; and

**WHEREAS**, the **TOWNSHIP** is desirous of contracting for lawn care services for certain properties.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:**

1. **CONTRACTOR** covenants and agrees with the **TOWNSHIP** to perform the following lawn care services for the **TOWNSHIP** at the following locations every five (5) to seven (7) days or when directed by the Township, which ever first occurs:

**NOTE: THESE LOCATIONS WILL BE BID AS A WHOLE. ONE LAWN CARE SERVICE FOR ALL OF THE LISTED LOCATIONS.**

- a) John C. Bruno Memorial Football Field
  - b) All Baseball and Softball Fields
  - c) Crabapple Park
2. **CONTRACTOR** covenants and agrees to furnish all labor, fuel, materials and equipment necessary to perform the foregoing services.
  3. It is understood and agreed between the **TOWNSHIP** and **CONTRACTOR** that all services to be performed by **CONTRACTOR** under this agreement shall be performed by qualified, efficient employees of **CONTRACTOR** or by **CONTRACTOR**; and in strict accordance with recognized

best practices and standards for lawn care services herein described and any and all special instructions given to **CONTRACTOR** by the **TOWNSHIP**.

4. **CONTRACTOR** is to provide documentation (email or drop off slip) when grass cutting / trimming is complete for each location.

#### 5. **GRASS CUTTING SPECIFICATIONS**

##### **Crabapple Park:**

- All Grass areas within the park including behind Crabapple Pool, hillsides, lake perimeter, pavilion, walking path
- Trimming along road, driveways, parking lots, fences, benches, flowerbeds, garbage and dog waste station receptacles, picnic tables
- Grass to be removed off walking surfaces: parking lots, walking paths, driveways, pavilion, sidewalks

##### **Baseball Fields:**

- All grass fields
- Trimming around fences, trees, benches, buildings, backstops (inside and outside fences)

##### **Football Field:**

- All grass fields
- Trimming around fences (interior playing field), area between fence and parking lot, around all outbuildings (concession stand, press box, ticket booth, shed)
- Trimming around and under bleachers

6. It is understood and agreed by and between the **TOWNSHIP** and **CONTRACTOR** that **CONTRACTOR** is an independent contractor and is not an employee, agent or officer of the **TOWNSHIP**. **CONTRACTOR** shall perform the lawn care services in accordance with the methods and manners solely determined by **CONTRACTOR**, unless otherwise accepted, modified or altered by the terms of this Agreement. **CONTRACTOR** covenants and agrees that if **CONTRACTOR** employs any individuals to perform any of the services called for under this Agreement, then such employees shall be only employees of **CONTRACTOR** and shall not be employees, agents or officers of the **TOWNSHIP**. Further, if **CONTRACTOR** engages any such employees, **CONTRACTOR** will carry Worker's Compensation Insurance on such employees in accord with the requirements of the laws of the Commonwealth of Pennsylvania.

7. The **TOWNSHIP** and **CONTRACTOR** covenant and agree that the **TOWNSHIP** shall pay to **CONTRACTOR**, for the lawn care services performed, the sum pertaining to the actual cutting.

All invoices shall indicate the date of the service performed, the place where the service was performed, and the amount due the **CONTRACTOR**.

8. It is understood and agreed by and between the **TOWNSHIP** and **CONTRACTOR** that the term of this Agreement shall commence on the 18<sup>th</sup> day of March, 2020, and shall continue in force and effect until terminated by the **TOWNSHIP** upon notice from the **TOWNSHIP** to **CONTRACTOR**, at the end of the lawn care season.
9. The **TOWNSHIP** and **CONTRACTOR** understand and agree that this Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and any and all obligations of the parties created hereunder are to be performed in Westmoreland County, Pennsylvania.
10. This Agreement constitutes the sole and only Agreement between the **TOWNSHIP** and **CONTRACTOR** concerning the matters set forth herein and supersedes any prior understandings, whether written or oral, between the respecting parties within the subject matter. The instructions to Bidders, this Agreement and addendum, together with any required bonds or guarantees and insurance shall collectively form the Agreement.

**IN WITNESS WHEREOF**, the parties hereto, pursuant to proper authority of each, have hereunto set their hands and respective seals effective as of the day and year first above written.

This Agreement has been executed in duplicate.

**TOWNSHIP OF SEWICKLEY**

By: \_\_\_\_\_  
Mark Petros  
Chairman

ATTEST: {SEAL}

\_\_\_\_\_  
Susan D. Leukhardt  
Secretary-Treasurer

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

WITNESS: \_\_\_\_\_

**PROPOSAL FOR**

**Lawn Care Services - Cutting and Trimming** at the following locations every five (5) to seven (7) days or when directed by the Township, which ever first occurs:

- a) John C. Bruno Memorial Football Field
- b) All Baseball and Softball Fields
- c) Crabapple Park

**PRICE PER CUT**

\$ \_\_\_\_\_

**NOTE: THESE LOCATIONS WILL BE BID AS A WHOLE, ONE LAWN CARE SERVICE FOR ALL ABOVE LISTED LOCATIONS.**

SUBMITTED BY: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Address

TELEPHONE NUMBER: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_

**ADDENDUM TO LAWN CARE SERVICES CONTRACT**

**TO BE COMPLETED BY SOLE PROPRIETORS**

**THIS ADDENDUM** to a Lawn Care Services Contract by and between the Township of Sewickley and \_\_\_\_\_, trading and doing business as \_\_\_\_\_, dated July 15, 2020, is hereby supplemented by this Addendum, as follows:

1. \_\_\_\_\_, trading and doing business as \_\_\_\_\_, covenants and represents that:
  - a. he is a sole proprietor, doing business under the fictitious name set forth above;
  - b. that he has no employees;
  - c. that he does not intend to have or utilize any employees in the performance of the above referenced contract;
  - d. that in the event he subsequently intends to utilize employees, in whole or in part, in the performance of the above referenced contract, that before such event he shall, in furtherance of and compliance with his obligations under paragraph 4. of said contract, procure, keep in effect and provide satisfactory proof to the Township of Sewickley, of Worker's Compensation Insurance on such employees, in accord with the requirements of the laws of the Commonwealth of Pennsylvania.
  
2. \_\_\_\_\_, trading and doing business as \_\_\_\_\_, and the Township of Sewickley understand, covenant and agree that the Township is relying upon the representations and covenants contained herein in awarding and entering into the above referenced contract and this addendum, and any breach of this addendum shall constitute a breach of both.
  
3. All other terms, conditions, covenants and agreements of the above referenced contract, not modified herein, remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have hereunto set their hands and seal the 15<sup>th</sup> day of July, 2020.

**TOWNSHIP OF SEWICKLEY**

**By:** \_\_\_\_\_  
**Mark Petros**  
**Chairman**

**ATTEST:**                               **{SEAL}**

\_\_\_\_\_  
**Susan D. Leukhardt**  
**Secretary -Treasurer**

\_\_\_\_\_  
**Company Name**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**WITNESS:**  
\_\_\_\_\_



## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. 1611, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid,” as used in the Affidavit, has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid 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 bid.

**NON-COLLUSION AFFIDAVIT**

Required by the Township of Sewickley and authorized by the Anti-Bid-Rigging Act, Act No. 1983-45, Section 7 (73 P.S. 1617)

BEFORE ME, a Notary Public, personally appeared the undersigned Bidder, (the "Bidder"), who being duly authorized to make this Affidavit on behalf of its owners, directors, and officers and being duly sworn according to law deposes and says that, by submission of the bid to which this Affidavit is attached, the Bidder and each person signing on behalf of the Bidder; and if a joint bid, each signer jointly and severally as Bidders, certifies as to the organization of each under penalty of perjury, that to the best of the knowledge, information and belief of the Bidder, as follows:

SECTION 1. The prices submitted in the attached bid have been calculated and are hereby submitted independently and without collusion, consultation, communication or agreement of any kind with any competitor, for the purpose of restricting competition as to any matter relative to prices, escalations or quotations, with any competitor to the Bidder.

SECTION 2. Unless otherwise required by law, the prices which have been calculated and quoted in the attached bid have not been disclosed knowingly by the Bidder prior to submission of the bid, and will not be disclosed knowingly by the Bidder after the submission and prior to the opening of the bid, either directly or indirectly to any competitor of the Bidder or to any other Bidder.

SECTION 3. No attempt has been made prior to submission of the bid or will be made subsequent to the submission of the bid by the Bidder to induce in any way any other person, association, partnership, joint venture or corporation to submit or refrain from submitting a bid for the purpose of restricting competition.

SECTION 4. That the Bidder in preparation and submission of the attached bid to the Township of Sewickley has not engaged in any "Bid-rigging" activity as the same are defined in the Anti-Bid-Rigging Act, Act No. 1983-45, Section 2 (73 P.S. 1612).

SECTION 5. The Bidder, its affiliates, subsidiaries, officers, directors and employees, and any person signing on behalf of the Bidder have not 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 within the last three years, except as are listed on the attachment, attached hereto and made a part hereof. If any such person has been convicted or found liable for any such prohibited act, the same does not prohibit the Township of Sewickley from awarding a contract to that person, but may be a ground for consideration on the question of whether the Township of Sewickley should decline to award a contract to that person on the basis of lack of responsibility on that person.

SECTION 6. This Affidavit is made and submitted to comply with Section 7 of Act No. 1983-45 of the Commonwealth of Pennsylvania (73 P.S. 1617) and all amendments or revisions thereto and the rules and regulations authorized there under, in order to permit the Township of Sewickley to act there under as a governmental agency. Any misstatement in this Affidavit is and shall be treated as a fraudulent concealment from the Township of Sewickley of the true facts relating to the submission of bids for this contract.

ATTEST OR WITNESS:

\_\_\_\_\_

Bidder

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_

day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public

**BID SECURITY**

I, the undersigned bidder, herewith submit to the Township of Sewickley, cash or a personal check drawn on the \_\_\_\_\_ Bank of \_\_\_\_\_, Pennsylvania, payable to the Township of Sewickley, in the amount of \$50.00, which sum is bid security for my bid for the Lawn Care Services for the 2020 lawn care season of the Township of Sewickley, as set forth on my bid; and which sum shall be forfeited to the Township of Sewickley in the event I am the successful bidder for the Lawn Care Services and fail, neglect or refuse to conclude said contract within the time frame and according to the terms and conditions of the contract.

In witness whereof, and intending to be legally bound, I have hereunto set my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bidder

Witness or Attest:

\_\_\_\_\_