# New Freedom Borough Invitation to Bid Lawn Mowing Services

# BIDS MUST BE RECEIVED AT THE NEW FREEDOM BOROUGH OFFICE 49 EAST HIGH STREET, NEW FREEDOM, PA OR VIA EMAIL – MANAGER@NEWFREEDOMBORO.ORG

NO LATER THAN DECEMBER 3, 2024 AT 10:00AM

#### Intent

To furnish all services, skilled labor, materials, equipment, tools, and insurance certificates necessary to perform the municipal lawn mowing services for New Freedom Borough (herein referred to as "Borough") according to the project specifications contained herein for the period of April 1, 2025 through October 31, 2027

#### **Property Locations**

Various sites located within New Freedom Borough, as described in "Exhibit A."

#### Scope of Services – Lawn Mowing and Trimming

- Bids are requested for mowing services. The prices in the bid should reflect a per-cut-price for lawn maintenance services. Cost must include all necessary hand trimming with appropriate equipment.
- 2) The Borough will advise successful bidder when to begin the cutting season and if during the mowing season, a weekly cutting is not necessary, the successful bidder shall be so advised.
- 3) Each bidder should review to their satisfaction the areas that are to be mowed and maintained.
- 4) All areas described in the specifications are to be mowed weekly unless otherwise specified.
- 5) Trimming of all grass and weeds along all buildings, structures, foundations, flower, trees and shrub beds, sidewalks, nature trails, around isolated poles and trees, and along fences and curb lines.
- 6) Grass areas are to be cut and trimmed at a minimum of once per week as appropriate or as determined by the Public Works Superintendent of the Borough or his/her designee. At the discretion of the Superintendent, the Contractor or Borough staff may perform this additional mowing.

- 7) Cutting blades shall be maintained in a sharp condition.
- 8) Mowing around buildings, structures, and vehicles shall be done in a manner as to NOT blow clippings onto them. All grass and weed clippings will be cleaned from all parking lots, sidewalks, walkways, and any other non-grass areas the same day as each cutting.
- 9) Prior to each mowing, all paper, fallen tree limbs, and debris is to be removed from lawn, grass, and turf areas.
- 10) Any excessive clumps of cut grass shall be removed from the site.
- 11) The Contractor must take care in their mowing along changes in slope so that no lawn area is "scalped" or "burned" by the lawn mower blades.
- 12) The Contractor must take care when using "zero turn mowers" as to not damage the lawn by sliding the mower tires while making a zero-degree turn.
- 13) The Contractor must take care of trimming around all trees and fences so as not to damage tree trunks, posts or fabric. Any damaged posts or fabric shall be replaced at the Contractor expense.
- 14) No cutting can be performed while authorized groups are utilizing the athletic fields.
- 15) The Borough shall have the right to increase or delete cuttings due to weather conditions or other just cause.
- 16) All areas shall be completely cut and trimmed at every cutting. Partial cuttings of locations shall not be permitted unless directed by the Borough.

#### **Specifications for Lawn Mowing Services**

- 1) The Contractor, while engaging in carrying out and complying with any of the requirements of this project, is an Independent Contractor and is not an officer, agent, or employee of the Borough.
- 2) The Borough shall have the right to act on all matters not specifically provided herein.

- 3) If the Contractor should file a petition for bankruptcy or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should violate any terms and conditions of the project specifications and Agreement, the Borough may, without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the mowing services to be provided hereunder. In that event the Contractor shall only be entitled to be paid for work satisfactorily completed and shall not be entitled to any compensation for lost profits or any demobilization costs.
- 4) The Contractor represents and warrants to the Borough that it is solvent financially, is experienced in and competent to perform the mowing services and that its officers are familiar with all Federal, State or other regulatory Laws, Ordinances, and Regulations which in any manner whatsoever may affect its services.
- 5) Interested Contractors shall visit the sites before submitting Bids, so they are entirely familiar with the conditions. Bidders are instructed NOT to rely on the approximate acreage listed in the Bid/Agreement pages. Those acreages are provided only to help the Bidder determine the general scope of the project. No allowances for extras will be made due to the neglect of the Contractor to properly study the conditions before submitting the quote.
- 6) Once the Bid has been awarded, the Contractor shall provide a copy of a current Pennsylvania Child Abuse Clearance form and a copy of a Pennsylvania State Police Criminal Records Check for each of the Contractor's employees. No employee may be used on this project if the Contractor has not submitted satisfactory forms for that employee.
- 7) The Borough, for the purposes of this Bid and Agreement is:

New Freedom Borough 49 East High Street New Freedom, PA 17315

- 8) Indemnification:
  - a. The Contractor will indemnify and hold harmless the Borough and theirs agents, consultants, and employees from and against all claims, damages, losses, and expenses including Attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

b. In any or all claims against the Borough, or any of their agents, consultants, or employees by any employee of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any benefits payable by or for the Contractor or any Subcontractor under Workers Compensation Acts, Disability Acts, or other Employee Benefits Acts.

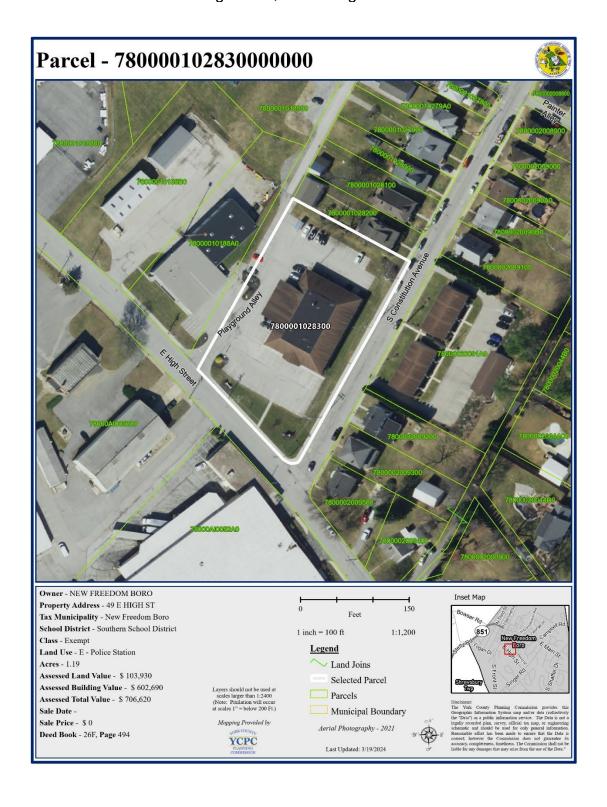
#### **General Contract Requirements**

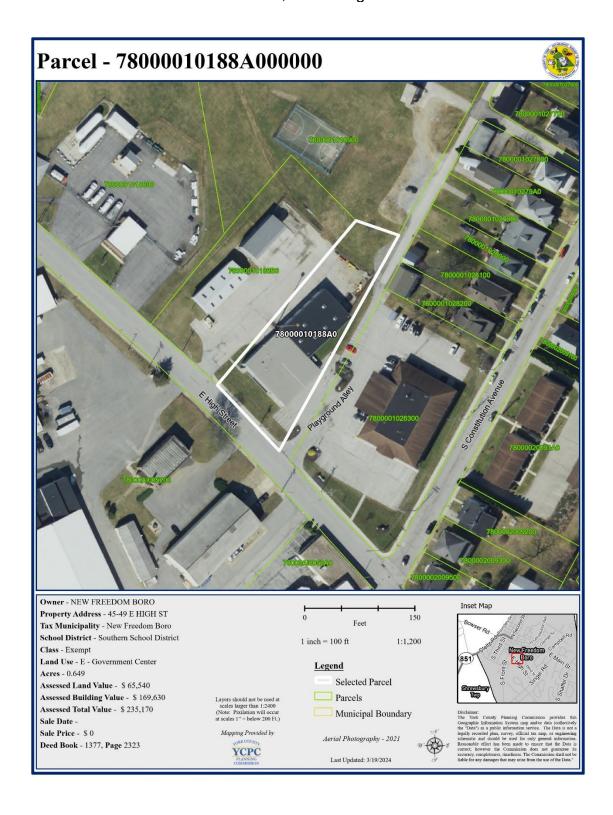
- 1) The Contractor shall provide proof of insurance as follows:
  - a. The Contractor shall carry Workers Compensation Insurance for all their employees and those of the Subcontractors engaged in work at the site, in accordance with State Workers Compensation Laws.
  - b. The Contractor shall carry Liability Insurance with limits specified herein to protect the Contractor and his Subcontractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to lawn mowing equipment and motor vehicles in the performance of this project.
  - c. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and his Subcontractor from claims for property damage which might arise from operations under the Contract.
  - d. Liability and Property Damage Insurance \$1,000,000.00 aggregate coverage with the Borough listed as an additional insured.
  - e. Automobile Liability Insurance \$1,000,000.00 aggregate coverage with the Borough listed as additional insured.
  - f. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00
- 2) Invoices shall be submitted on a calendar month basis.

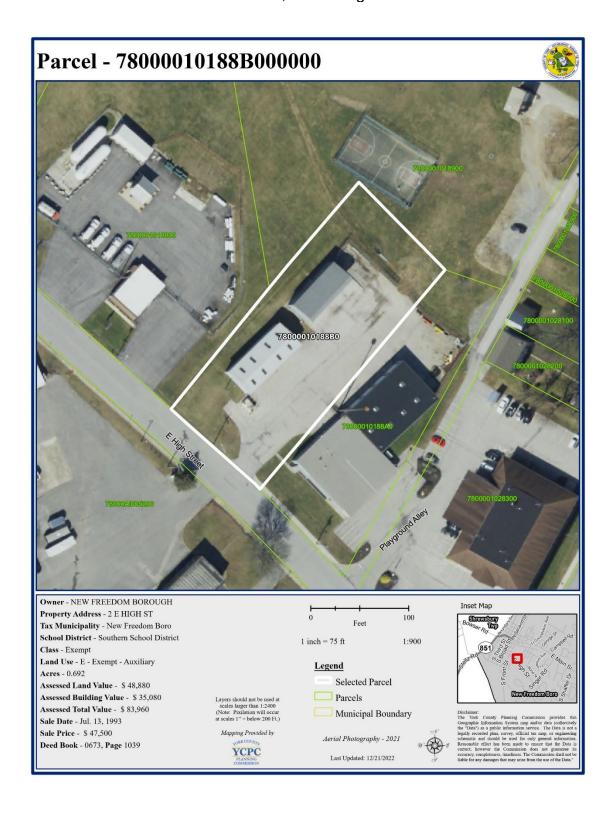
#### **Performance of Successful Bidder**

The Borough reserves the right to cancel its contract should the successful bidder fail to perform the work or furnish the items specified herein, and/or in accordance with their proposal.

# **Exhibit A**









9/17/2024, 8:07:38 AM Roads Local Road Tax\_Parcel





Tax Parcel Information



Tax Parcel Information







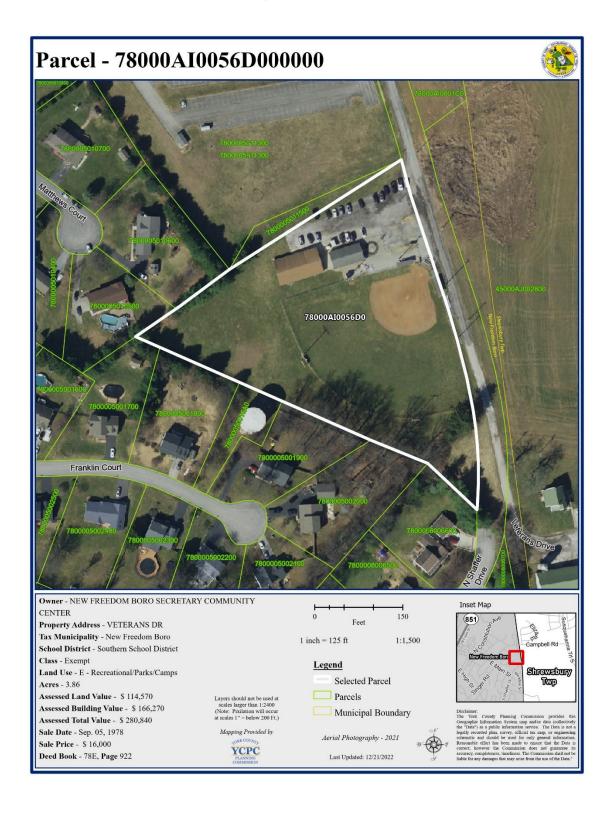
State Road

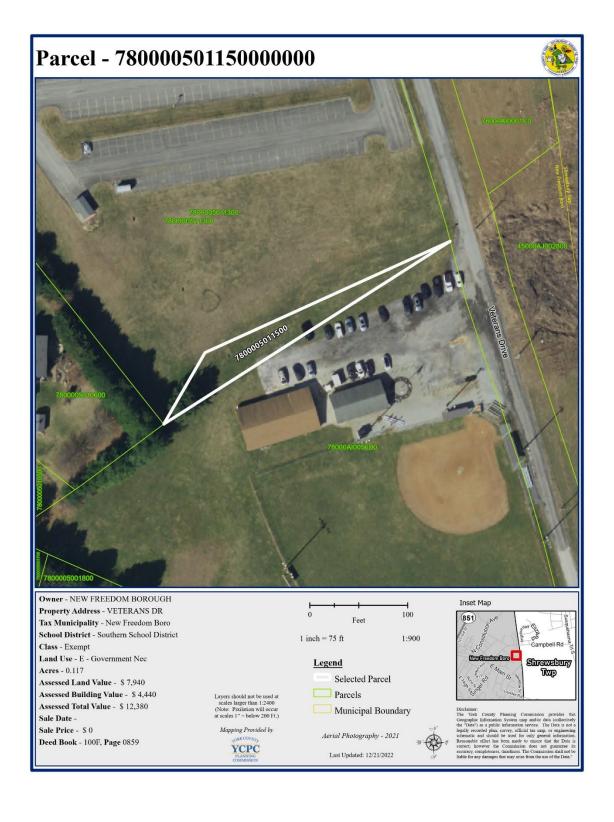
Local Road

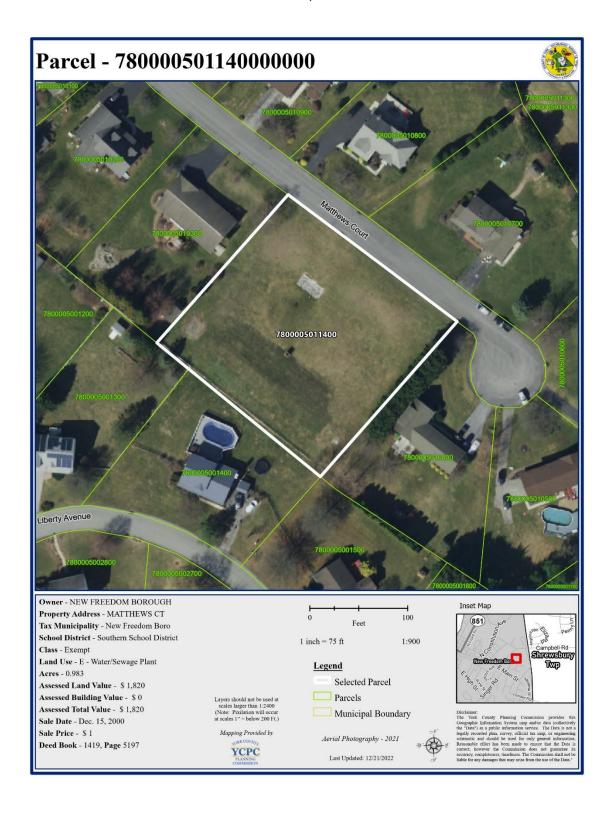
Yok County Planning Commission: Joe Simola, Maxar, Microsoft, Pancel Updated: DSG3V30224

Location #11: Wethersfield Community Park, North Constitution Avenue (area outlined in red with white fill – 2 passes along each side of driveway and both sides of entrance)











Location #16: Meadow Street Stormwater Basin #1, Corner of Meadow Street and Leader Road (area outlined in red with white fill)

# Tax Parcel Information



9/17/2024, 8:27:46 AM

Roads

Local Road

Tax\_Parcel



York County Planning Commission: Joe Simora, Parcel Updated: 09/16/2024, Maxar, Microsoft

Location #17: Earnst Park, Orwig Road (area between cul-de-sacs outlined in red with white fill)



Location #18: Orwig Road Stormwater Basin, Corner of Orwig Road and Keeny Road (area outlined in red with white fill)

# Tax Parcel Information

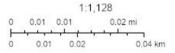


County PA\_MD Boundary

Roads

Local Road

Tax\_Parcel



York County Planning Commission: Joe Simora, Parcel Updated: 09/16/2024, Maxar, Microsoft

# Location #19: Quail Ridge Park, Orwig Road (area outlined in red with white fill)

# Tax Parcel Information



County PA\_MD Boundary

Roads

Local Road

Tax\_Parcel





Location #21: New Freedom Community Center, 150 East Main Street (areas outlined in red with white fill)





York County Planning Commission: Joe Simona, Maxar, Microsoft, Parcel Updated: 0.9403/2024

# New Freedom Borough BID SUBMISSION FORM Lawn Mowing Services - Bid Opening - December 3 at 10:00AM

Name of Bidder (Legal name):			
Mailing Address:			
City:	State:	Zip Code:	
Telephone Number:	Email Address:		
Name of Contact Person:	Federal Identification Number:		
Bidder Acknowledgement/Certification			
The Bidder hereby certifies that the materials submitted in response to this Invitation to Bid and the price(s)/rate(s) offered on this Bid Submission Form are true and accurate to the best of the Bidder's knowledge.			
The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until the Borough awards the agreement and throughout the duration of the agreement.			
The Bidder further understands that the quoted price(s)/rate(s) must include all of the bidder's costs. By submitting the Bid Submission Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions.			
The Bidder understands that its bid response will become a public document and will be open to public inspection.			
Bidder's Signature:	Date:		
Printed Name:	Title:		

#### BID PROPOSAL TO BOROUGH OF NEW FREEDOM

Having examined the Specifications for lawn mowing services in the Borough of New Freedom, York County, Pennsylvania and subject to all conditions thereof, the undersigned proposes to furnish all labor and equipment to perform all the work in accordance with the Specifications, which are made a part hereof, for:

For year one, beginning April 1, 2025.		
Year One Price (per weekly service)	\$	
For year two, beginning April 1, 2026.		
2. Year Two Price (per weekly service)	\$	
For year three, beginning April 1, 2027.		
3. Year Three Price (per weekly service)	\$	
Average Weekly Contract Price i.e. (1+2+3)/3 =	\$	

The Borough Council reserves the right to accept or reject any and all bids. This proposal is made on the basis of said specifications and conditions of bidding therein set forth and accepts the same. If awarded, the bid shall be awarded to the lowest responsible bidder on the basis of the average amount of the weekly service for the Contract Period (April 1, 2025 – October 31, 2027).

#### **BID PROPOSAL TO BOROUGH OF NEW FREEDOM**

If awarded, the undersigned will execute a written contract embodying the terms and provisions of said specifications and provide proof of insurance as required within ten (10) days of the award.

(If an individual, complete the following)	
(SEAL) Date of Signature	Signature
(If a partnership, complete the following) ATTEST:	
(SEAL)	Signature
Title	
(If a corporation, complete the following)	
(SEAL) Date of Signature	Name of Corporation
ATTEST:	
(SEAL)	Signature
Title	

# **NON-COLLUSION AFFIDAVIT**

STATE OF
COUNTY OF
I state that I am[ <i>Title</i> ] of[ <i>Name of Firm</i> ] 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 the amount of this bid.
I state that:
(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
(5), a person as defined by 62 Pa. C. S. 4502, is not currently under investigation by any governmental agency and have not in the last three (3) 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 bidding on any public contract, except as follows:
I state that [Name of firm] understands and acknowledges that the above representations are material and important, and will be relied on by New Freedom Borough in awarding the contract(s) for which this bid is submitted.

	ands that any misstatement in this Affidavit is alment from New Freedom Borough of the true or this contract.
	[Name of Company Position]
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF, 20	
NOTARY PUBLIC	
MY COMMISSION EXPIRES:	