

**BOROUGH OF ELVERSON**

Specification Number

For

**MUNICIPAL LANDSCAPING SERVICES**

## NOTICE TO BIDDERS

Notice is hereby given that the Council of the Borough of Elverson is soliciting bids for:

### MUNICIPAL LANDSCAPING SERVICES

Bids must be submitted in a sealed envelope with the words "**Proposal for Landscaping Services**" clearly printed on the outside. One copy of the bid document must be submitted to Borough of Elverson, P.O. Box 206, Elverson, PA 19520 no later than **4:00 P.M, Monday, February 27, 2012.**

Bids received will be publicly opened and read aloud at **4:05P.M., Monday, February 27, 2012** at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA. The Borough Council will then review the received bids, and award the bid if everything is in order, at its regular monthly meeting on Tuesday, March 6, 2012 at 7:00 p.m., at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA.

Bid instructions and contract specifications are on file and may be procured by prospective bidders by appointment at the Elverson Borough Hall, 101 S. Chestnut St., Elverson, PA. Monday, Tuesday and Thursday, except holidays, from 9:00 a.m. to 4:00 p.m., or may be downloaded at [www.elverson.org](http://www.elverson.org). Please contact Borough Secretary, Lorrie Stolz, at 610-286-6420 for further information.

Sincerely,

Lorrie Stolz  
Secretary/ Treasurer

## INSTRUCTIONS TO BIDDERS AND CONTRACT SPECIFICATIONS

### 1. Scope of Work

The work to be performed shall consist of landscaping services for the Elverson Borough Hall grounds, Livingood Park, Train Station grounds, Borough property adjacent to Municipal Authority and homes on the North side of Main Street (RT. 23), 2 traffic islands located on Main Street (RT. 23) at the East and West ends of town, 1 island in Parking area on Yeingst Drive and the Borough owned property behind the Parkside neighborhood. Ditch to the sewer plant 4 times a year.

### 2. Definitions

**Contractor** - Shall mean the private firm awarded the contract to perform the services pursuant to this request for bid.

**Municipality** - Borough of Elverson; a political subdivision within the County of Chester in the Commonwealth of Pennsylvania.

### 3. Specifications and Documents

Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstance affecting the cost of work and the performance required by said documentation.

### 4. Scope

The award of the contract will require the successful bidder to perform landscaping services as specified in this document, supply all of the labor, tools, machinery, and equipment and perform all of the work as indicated in the proposal by the Municipality. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation.

### 5. Municipality Responsibilities

#### A. Program Monitoring and Receipt of Citizen Complaints

The Municipality shall monitor the Contractor's performance and the Contractor shall receive citizen complaints and complaints from the Municipality and promptly respond to those complaints. The Contractor shall be equipped to handle any and all complaints.

6. Contractor's Scope of Work and Obligations

A. Collection Schedule and Routing

Services shall be performed between the hours of 7:00 A.M. and 6:00 P.M., on a weekday (preferably Thursday) and in cases where there is inclement weather, service shall occur the following day.

7. Penalties and Termination of Contract Due to Non-Performance

A. Termination of Contract

In the case of Contractor non-performance, the Municipality reserves the right to terminate the Contractor's Services due to such non-performance.

8. Bidders Qualifications

Bidders submitting proposals must have the following qualifications:

A. Financial

The Bidder must be a financially secure company or corporation. Successful Bidders may be required to provide the following:

- Financial statements (or income statements and balance sheets) for the past three (3) years.
- Identification of any legal actions or proceedings pending or occurring within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience

The Bidder must have experience in the Landscape services business. Successful Bidders may be required to provide the following:

- Listing of other clients for reference purposes
- Proof of licensing as required to perform services

## 9. Complaints and Supervision

The Contractor shall provide a responsible supervisor who shall be available and may be contacted at a local telephone number during each working day between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The Contractor will further be held responsible for the conduct and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular passageway through the Municipality.

## 10. Term

The term of the contract shall be determined at the time the bid is awarded. The Borough may decide to award the bid for a one or more years.

## 11. Assignment

It is understood and agreed by the Contractor that during the performance of duties under this contract, no contractual rights, duties and/or obligations arising hereunder will be assigned to any third person without prior written approval of the Municipality being had and obtained, which approval the Municipality shall be under no obligation to give, it being at all times understood that the Contractor is not acting as agent for a subsidiary of any other entity.

## 12. Inspection

The Municipality or other authorized representative may inspect the process employed by the successful Contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisors of the Contractor.

## 13. Workmen's Compensation Insurance

The Contractor, during the term of this contract, shall carry Workmen's Compensation Insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall file a certificate from the insurance company with the Municipality certifying the issuance of such company's insurance policy and the payment of the premium thereof.

## 14. Liability Insurance

### A. Coverage

Contractor shall maintain, during the term of this contract at its sole expense minimum liability insurance coverage.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania. Said policy shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall deposit copies with the Municipality prior to commencing work under this contract.

#### B. Cancellation of Insurance

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Municipality, at least thirty (30) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Municipality shall terminate this agreement as the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the Municipality for the resulting losses.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Municipality from any and all claims whatsoever in nature regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

#### 15. Schedule of Payments

The Municipality shall pay the Contractor monthly according to the services provided. Payment for services will be made after Borough Council approves billing at their regular monthly meeting.

#### 16. Municipal Issue

Elverson Borough is currently involved with DuPont Professional Products due to an issue in the Borough with trees and the use of Imprellis during the year 2011. The area of identified trees will not be included in mulching, fertilization, insecticide and edging.

PROPOSAL FORM  
SIGNATURE PAGE AND AGREEMENT

Submitted by: \_\_\_\_\_  
(Firm Name) Please Print

\_\_\_\_\_  
(Authorized Representative) Please Print

Date: \_\_\_\_\_

TO: Merle Stoltzfus, President  
Elverson Borough Council  
P.O. Box 206  
Elverson, PA 19520

Dear Sir:

After examining all parts of this project, the supplying of landscaping services for the Borough of Elverson, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated.

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least sixty (60) days from bid opening.

Attach itemized list that shows costs for services broken out into the individual categories as noted on the specifications list.

Signed: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_