



**HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL  
09-30 LAWN CARE - HACC'S YORK CAMPUS**

**Acknowledgement: Please acknowledge receipt and interest in this RFP  
by completing the information requested below and faxing it to  
(717)780-2325 prior to submittal date.**

Also, please include this page with your Proposal.

Firm Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address (include city, state, zip): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Cellphone: \_\_\_\_\_

Check One:      We will  will not  be responding to this RFP.

If not responding, please explain briefly: \_\_\_\_\_

<b>DATES:</b>		<b>HACC CONTRACT INFORMATION:</b>  Garry Crider, Director of Purchasing  Central Administration Procurement Office /W130A One HACC Drive, Harrisburg PA 17110-2999  Phone: (717) 780-1164 Fax: (717) 780-2325
Issued:	April 9, 2009	
Submit Notice of Intent to Attend Site Visit:	April 16, 2009	
Site Visit:	April 17, 2009 at 1:30PM	
Submit Notice of Intent to Submit Proposal:	April 21, 2009 by 2:00PM	
Proposal Due Date:	April 22, 2009 by 11:00AM	
Award of Contract:	April 27, 2009	
All Firms who respond to the RFP will receive a notification letter in the mail within one week of the Board meeting. Bid results will be posted on HACC’s website: <a href="http://www.hacc.edu">www.hacc.edu</a> – Business & Community – Purchasing – Bid Results – Current Bid Results FY09.)		

**REQUEST FOR PROPOSAL  
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE**

**#09-30**

**for**

**LAWN CARE – HACC'S YORK CAMPUS**

**for**

**HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
Harrisburg, PA**

**DEADLINE TO SUBMIT PROPOSALS:**

**APRIL 22, 2009**

**PROPOSALS MUST BE DELIVERED TO:  
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE  
CENTRAL ADMINISTRATION PROCUREMENT OFFICE  
ONE HACC DR  
HARRISBURG, PA 17110**

For information concerning the RFP process, required format and the schedule of activities,  
Please direct questions to:

Garry Crider, Director of Purchasing  
HACC, Central Pennsylvania's Community College  
Central Administration Procurement Office  
One HACC Drive  
Harrisburg PA 17110  
Telephone: 717-780-1164  
FAX: 717-780-2325

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1. KEY DATES

Important dates including proposal deadlines are shown below. Formal addendum to this RFP will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Proposers and/or additional information requested after the Proposal Opening.

ACTIVITY	DATE & TIME
Advertisement – Date of Issue	April 9, 2009
Site Visit	April 17, 2009 at 1:30PM
Submit Notice of Intent To Submit Proposal Due	April 21, 2009 by 2:00PM
Deadline to Submit Proposals	April 22, 2009 by 11:00AM

2. PROPOSAL SUBMISSION CONTENTS

Proposals must include all information required by the following sections:  
(Reference Section VI)

- a. Cover Letter
- b. Description of Qualifications
- c. Contractor History
- d. Cost Proposal

3. DEFINITIONS

The following terminology shall be used throughout this Request for Proposal.

**Campus** - HACC, Central Pennsylvania’s Community College Campus, Harrisburg PA

**Contract** - shall be used herein to refer to the purchase order(s) generated by the final award.

**Contractor** shall be used herein to refer to the Vendor receiving the final award.

**Purchaser** - HACC, Central Pennsylvania’s Community College

**Response or proposal**-as used herein shall be understood to mean the written proposal to provide services.

**RFP** - Request for Proposal

**College** - HACC, Central Pennsylvania’s Community College, Harrisburg, PA

**Vendor, Bidder, Contractor, Proposer, Supplier** - as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania's Community College formally invites responses to provide information to be used in the selection provide Lawn Care Services for our HACC's York Campus. The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

B. PROPOSAL PRICING METHOD

The award will be to the lowest responsible bidder for everything in the RFP. If you cannot provide everything outlined in the RFP, describe in detail the reason(s) those items that you cannot be proposed. And propose on those goods or services that you can propose on.

C. PROJECT PRICE CHANGES

Any changes in project work scope that alters costs must have prior approval from the Vice President for Finance and College Resources.

HACC, Central Pennsylvania's Community College Director of Central Administration Procurement Department shall be the authorized representative of the College for purposes of interpretation of contract requirements.

D. CONTRACT STANDARDS

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

E. INVOICES AND STATEMENTS

Invoices must be descriptively itemized and must clearly indicate the applicable College Purchase Order number (if applicable), including the Location as well as the HACC account number, before payment can be authorized.

A copy of the invoice statement is to be submitted to the "Bill to. . ." location identified per the Purchase Order.

Where required, any invoices submitted without an approved college Purchase Order referenced is subject to being classified as a gift to the College.

F. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Keith Rufalo, Director of Facilities Management – 717-718-0328.

G. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

Proposers may include in their response their ability to accept credit card payments and any additional costs related to providing this capability.

II REQUEST FOR PROPOSAL

HACC, Central Pennsylvania's Community College formally invites responses to this Request for Proposal to provide information to be used in the selection of a LAWN CARE - HACC'S YORK CAMPUS Service Provider for the College.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Central Administration Procurement Department, Whitaker Hall – Room W130B, One HACC Drive, Harrisburg, PA 17110 Attention Sue Davis. Proposals will be accepted until April 22, 2009 by 11:00AM.

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, and general guidelines for submission of proposals.

A. WORKSCOPE

To provide Lawn Care Services at HACC's York Campus (see Section IX: Specifications / Attachments).

B. SITE VISIT / BIDDERS CONFERENCE

**A SITE SURVEY is planned for Friday – April 17, 2009 @ 1:30PM at HACC, Central Pennsylvania Community College, in the front the Cyber Center, York Campus located at 2010 Pennsylvania Avenue, York, PA 17404. The SITE SURVEY will include a tour of the locations to be serviced.**

If your firm is planning on attending the Site Visit, please complete for found in section **X. Notification of Intent to Attend the Site Visit**

All questions will be addressed at the Site Visit.

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by College Central Administration Procurement Department.

Failure of the Proposer to make appropriate inquires, evaluate any special conditions, or to verify requirements of this RFP shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFP.

Communication concerning the Request for Proposal can **only** be with Garry Crider, Director of Purchasing (717-780-1164 or [cgcrider@hacc.edu](mailto:cgcrider@hacc.edu)). Oral communication with any other College employee, unit, department, or organization concerning their RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer's proposal void.

The college will evaluate a Proposer's "confidence in its own ability to perform" based on a given Proposer's willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College's general objectives regarding this Request for Proposal, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFP will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Proposal.

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania's Community College Central Administration Procurement Department will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Central Administration Procurement Department.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

HACC, Central Pennsylvania's Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON DISCRIMINATION

HACC, Central Pennsylvania's Community College is committed to non discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF PROPOSALS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFP.

### III GENERAL CONTRACTUAL REQUIREMENTS

See Lawn Care Service Agreement in Section IV. **Specifications / Attachments.**

### IV PROPOSAL SUBMISSION

To receive consideration, proposals shall be made in agreement with the instructions as stated in this RFP, and such proposals and awards made therein shall be subject to all of the terms and conditions hereof:

#### A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

#### B. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their proposals.

#### C. SIGNATORIES

The proposal shall include information as requested throughout the RFP. The signature of all persons authenticating the proposal shall be printed and written in longhand in the designated area on page one (1) of the RFP. The proposal shall be signed with ink or indelible pencil.

#### D. ALTERNATE PROPOSALS

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

#### E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania's Community College Central Administration Procurement Department, One HACC Drive, Harrisburg, PA, 17110, by 11:00AM on or before April 22, 2009. Proposals must be in a sealed container, clearly marked "Proposal RFP #09-30 – LAWN CARE - HACC'S YORK CAMPUS".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC, Central Pennsylvania's Community College Central Administration Procurement Department. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

#### F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Two (2) copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFP #09-30". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:

Proposal RFP # 09-30 – LAWN CARE - HACC'S YORK CAMPUS

HACC, Central Pennsylvania's Community College  
Central Administration Procurement Department – Room W130B  
ATTN: Sue Davis  
One HACC Drive  
Harrisburg PA 17110

V FORMAT FOR PROPOSAL

A. INTRODUCTION

Any term or condition stated in this RFP document shall be considered accepted by the Contractor unless specifically objected to by the Contractor. The College may accept or reject Vendor's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER

Each proposal will have a Cover Letter on the letterhead of the company or organization submitting the proposal. The Cover Letter must include the following information:

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.
2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with HACC, Central Pennsylvania's Community College to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.
3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.
4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.
5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

Each proposal must contain a description of the Contractor's qualifications to perform the services specified in this RFP.

D. CONTRACTOR HISTORY

Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services closely related to the requirements specified in this RFP. The narrative shall include three (3) reference accounts showing experience in receiving contracts for the delivery of services similar to the one proposed. References must include the following:

1. Name of the firm or corporation.
2. The dates of each contract or agreement under which the Contractor provided such services.

3. The names, address, and telephone number of a contract person for each contract.
4. A brief description of the related projects.

E. COST PROPOSAL

Bidders are expecting to detail cost(s) in Section VII: Cost Proposal Sheet.

VI EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.
3. For the purpose of conducting discussions, proposals shall be initially classified as:
  - (a) responsive; or
  - (b) non-responsive.
4. Discussions may be held with one or more Proposers to:
  - (a) promote understanding of the College's requirements and the Proposers' proposals; and
  - (b) Facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
  - (c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
  - (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
  - (e) One or more Proposers may be provided an opportunity to submit a "best and final" offer.
5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

The selection of the Contractor will be made after evaluating proposals, based upon the responsiveness of the proposals to the goals and objectives of the College's needs. The College will evaluate:

- 1) Pricing
- 2) Responsiveness to the Request for Proposal
- 3) References
- 4) Service reputation
- 5)

## VII. AWARD

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

**VIII. SPECIFICATIONS / ATTACHMENTS**  
**09-30**  
**LAWN CARE - HACC'S YORK CAMPUS**

The attached is HACC's Lawn Care Services Agreement by which we will do business. This includes the complete scope of work that should be used in providing HACC with a proposal. These terms and conditions are non-negotiable.

**LAWN CARE SERVICES AGREEMENT**  
**between**  
\_\_\_\_\_  
**and**  
**HARRISBURG AREA COMMUNITY COLLEGE**

This Agreement is made between HACC, Central Pennsylvania's Community College (HACC), whose primary address is One HACC Drive, Harrisburg, PA 17110 and \_\_\_\_\_ (Contractor), whose address is \_\_\_\_\_, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

1) **Facilities Covered:** HACC's location(s) covered under this Agreement is noted by checkmark:

Cyber Center of HACC's York Campus, 2010 Pennsylvania Avenue, York, PA 17404

2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Lawn Care Services Agreement.

3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

4) **Term of Agreement:** The initial term of this Agreement shall be one mowing season, commencing April 27, 2009 and ending December 31, 2009 unless terminated earlier as set forth in this Agreement.

5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to HACC, c/o Bennett Williams Realty, Inc, 110 N. George Street, York, PA 17401.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name an Location as well as the HACC account number, and must be submitted in duplicate at the time of project completion before payment can be authorized.

- 6) **Indemnification:** The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.
- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the Harrisburg Area Community College's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in an out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising there from, including attorney's fees and excess costs incurred by HACC in obtaining similar services.

- 11) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 12) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjudication of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days there from, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Contractor.

In responding to a claim brought by a Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Central Administration Procurement Department Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.
- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued there under shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** Harrisburg Area Community College is committed to providing opportunities for woman and minority owned businesses. Harrisburg Area Community College encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area Community College will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is

or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.

- 21) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.
- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Severability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute Agreement and agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

\_\_\_\_\_

Harrisburg Area Community College

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

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

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

**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**to the**  
**LAWN CARE SERVICES AGREEMENT**

**ARTICLE I**  
**GENERAL PROVISIONS**

**BUILDING NAME:**            **STREET ADDRESS:**  
Former Cyber Center        2101 Pennsylvania Avenue, PA 17404

**POINT OF CONTACT**  
Keith Rufalo, 717-718-0328 or Chris Seitz 717-843-5555

**LAWN CARE/MOWING:**

- Turf mowing of all areas weekly during growing season, or as needed.
- Mowing height will be 3-3 ½" throughout the growing season, however in no case shall the grass be mowed lower than 3".
- Mowing will be performed with proper size equipment for the area to be mowed to refrain from tearing or gouging of turf.
- All sidewalks, landscape beds, light posts, trees, and features will be string trimmed weekly where mowers cannot access at a ninety degree angle for a neat appearance.
- All sidewalks, beds and hard surfaces will be kept clean and free of clippings and debris.
- Grass clippings to be bagged in front yard areas weekly.
- Remove any trash/debris on common area property.
- **Extra areas requiring hand string trimming are designated as follows:** \_\_\_\_\_

**TURF MAINTENANCE/FERTILIZATION & WEED CONTROL:**

- Soil samples to be taken each spring in at least two areas of the property to determine proper treatments required for optimum lawn health. Results of these tests to be provided to the Association.
- Early Spring (March)-fertilization and crabgrass pre-emergent.
- Late Spring (May)-broadleaf herbicide and fertilization.
- Late Spring (May)-grub control insecticide w/fertilizer if needed
- Early Fall (September)-broadleaf weed control with fertilizer

**LANDSCAPE MAINTENANCE:**

**SPRING CLEAN-UP: Schedule between March 15 and May 1.**

- 1) Removal of all debris from beds and lawn areas including build up of mulch, plant debris, dead plant material, trash, etc.
- 2) Edging of all landscape beds and tree rings 2-3" in depth to prepare for mulch.
- 3) Apply pre-emergent to prevent weeds from germinating prior to mulching.

**MULCH**

- 1) Apply mulch to all landscape beds, feature areas and tree locations.
- 2) Use hardwood mulch to be applied by hand and machine to a depth of 2 inches to front, side and rear of units if applicable and all common areas including beds, tree and planting locations.
- 3) Mulching to be completed by May 15<sup>th</sup>.

**BED MAINTENANCE**

- 1) Hand weed all landscape beds as needed monitored on a weekly basis. Beds are to be kept free of weeds and pre-emergent spray applied to prevent weed germination.
- 2) Edges of beds shall be maintained throughout the season to insure a neat appearance.

**SHRUBBERY & TREE TRIMMING**

- 1) Shrubs & ornamental trees shall be trimmed as needed and/or directed by Bennett Williams/HACC, but shall not exceed 2 times per year-Spring and Fall.
- 2) Remove all new growth to maintain plant shape and size by machine and hand trimming.

**FALL CLEAN-UP**

- 1) Late November clean all landscape beds by removing all plant debris, dead plant material trash, etc.
- 2) Remove leaves from landscape bed and turf areas

**IX. COST PROPOSAL SHEET**  
**09-30**  
**LAWN CARE - HACC'S YORK CAMPUS**

The bidder must provide pricing information as specified below to provide LAWN CARE - HACC'S YORK CAMPUS services in accordance with the requirements, terms and conditions of this Request for Proposal.

The Offeror shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the College.

**LAWN CARE/MOWING:**

**EST.# OF MOWINGS:** \_\_\_\_\_

**COST PER MOWING:** \_\_\_\_\_

**TURF MAINTENANCE/FERTILIZATION & WEED CONTROL:**

- Soil samples to be taken each spring in at least two areas of the property to determine proper treatments required for optimum lawn health. Results of these tests to be provided to the Keith Rufalo and Chris Seitz.
  
- Early Spring (April)-fertilization and crabgrass pre-emergent. COST: \_\_\_\_\_
  
- Late Spring (May)-broadleaf herbicide and fertilization. COST: \_\_\_\_\_
  
- Late Spring (May)-grub control insecticide w/fertilizer if needed COST: \_\_\_\_\_
  
- Early Fall (September)-broadleaf weed control with fertilizer COST: \_\_\_\_\_

**TOTAL COST PER SEASON:** \_\_\_\_\_

**LANDSCAPE MAINTENANCE:**

**SPRING CLEAN-UP: Schedule between April 27 and May 1.**

1. Removal of all debris from beds and lawn areas including build up of mulch, plant debris, dead plant material, trash, etc.
2. Edging of all landscape beds and tree rings 2-3" in depth to prepare for mulch.
3. Apply pre-emergent to prevent weeds from germinating prior to mulching.

**MULCH**

1. Apply mulch to all landscape beds, feature areas and tree locations.
2. Use hardwood mulch to be applied by hand and machine to a depth of 2 inches to front, side and rear of units if applicable and all common areas including beds, tree and planting locations.
3. Mulching to be completed by May 15<sup>th</sup>.

**BED MAINTENANCE**

1. Hand weed all landscape beds as needed monitored on a weekly basis. Beds are to be kept free of weeds and pre-emergent spray applied to prevent weed germination.

2. Edges of beds shall be maintained throughout the season to insure a neat appearance.

**SHRUBBERY & TREE TRIMMING**

1. Shrubs & ornamental trees shall be trimmed as needed and/or directed by Bennett Williams/HACC, but shall not exceed 2 times per year-Spring and Fall.
2. Remove all new growth to maintain plant shape and size by machine and hand trimming.

**FALL CLEAN-UP**

1. Late November clean all landscape beds by removing all plant debris, dead plant material trash, etc.
2. Remove leaves from landscape bed and turf areas

**COST for LANDSCAPE MAINTENANCE:** \_\_\_\_\_

**ESTIMATED YARDS OF MULCH:** \_\_\_\_\_

**ADDITIONAL SERVICES QUOTED UNDER SEPARATE CONTRACT SUCH AS:**

- Tree Spraying Cost: \$ \_\_\_\_\_
- Tree plantings Cost \$ \_\_\_\_\_
- New bed installation Cost \$ \_\_\_\_\_
- Aeration Cost \$ \_\_\_\_\_
- Lime Application Cost \$ \_\_\_\_\_

3. HACC, Central Pennsylvania's Community College is a member of the following

- a) Pennsylvania State Contracts
- b) Educational & Institutional Cooperative Service, Inc. (E & I)
- c) Provista
- d) Amerinet
- e) US Communities

**Bidder agrees that any contract entered into will include all the conditions of this Request for Proposal, and if any terms and conditions conflict, the Lessor will modify any Master Lease or Schedule to include such conditions before submitting such contracts.**

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

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

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**X. Notification of Intent to Attend the Site Visit**

**Notice of Intent to Attend the Site Visit  
09-30 LAWN CARE – HACC’S YORK CAMPUS**

Please refer to the Request for Proposal # 09-30 Lawn Care – HACC’s York Campus for HACC, Central Pennsylvania’s Community College.

If you **will or will not** be attending the tour of our facilities, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania’s Community College, One HACC Drive, Harrisburg, PA 17110 no later than **Friday, April 17, 2009 at 1:30PM.**

Name of Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Representative’s Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Email address \_\_\_\_\_

URL Web Address \_\_\_\_\_

We intend on doing the following: (check one)

1. ( ) We will attend for the tour

2. ( ) We will NOT attend

If number 2 is checked, please give a brief explanation in the spaces provided.

\_\_\_\_\_  
\_\_\_\_\_

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

**Note:** this form may be faxed to Garry Crider at 717-780-2325.

**XI. Notification of Intent to Submit Proposal**

**NOTIFICATION OF INTENT TO SUBMIT PROPOSAL  
09-30 LAWN CARE – HACC’S YORK CAMPUS**

Please refer to the Request for Proposal Package covering the acquisition Lawn Care Services for the HACC’s York Campus for Proposal Number 09-30 Lawn Care – HACC’s York Campus for HACC, Central Pennsylvania’s Community College.

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania’s Community College, One HACC Drive, Harrisburg, PA 17110 no later than **April 21, 2009, by 2:00PM**. Or fax this document to 717-780-2325 or e-mail this document to [sldavis@hacc.edu](mailto:sldavis@hacc.edu).

Name of Organization \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Representative’s Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Phone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Email Address \_\_\_\_\_

URL Web Address \_\_\_\_\_

We intend on doing the following: (check one)

- 1. ( ) We will submit a Proposal
- 2. ( ) We will NOT submit a Proposal

If number 2 is checked, please give a brief explanation in the spaces provided.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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