

**BOROUGH OF MIDDLETOWN  
INVITATION FOR BIDS TO PROVIDE  
GRASS CUTTING, TRIMMING AND CLIPPING REMOVAL**

The Borough of Middletown will be accepting bids to provide grass cutting, trimming and clipping removal for approximately 65 properties on a weekly basis and approximately 30 properties on a biweekly basis. Bids will be received at the Borough Municipal Building, 60 W. Emaus Street, Middletown, PA 17057 until 1 p.m., on September 30, 2021, at which time they will be publicly opened and read aloud. Bids will be awarded at the Borough Council meeting on October 5, 2021.

The Borough reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid that it may deem to be in the best interest of the Borough.

Bidding documents and specifications may be examined and obtained at the Borough Municipal Building at the address listed above Monday through Friday from 8:00 A.M. to 4:30 P.M.

Prospective bidders are advised that there will be a MANDATORY pre-bid conference in Council Chambers at the Municipal Building, 60 W. Emaus Street, Middletown on September 21, 2021 at 1 P.M. All interested bidders must attend this conference.

**PUBLIC PROPERTY GRASS CUTTING  
Bid Specifications, Contract Terms and Bid Documents**



**BOROUGH OF MIDDLETOWN  
PUBLIC WORKS DEPARTMENT  
60 WEST EMAUS STREET  
MIDDLETOWN, PA 17057**

- Job Description:** Grass cutting, string trimming, and clipping removal from April 1, 2022 through October 31, 2022 and April 1 through October 31 of the subsequent year on the same terms for up to two (2) additional one (1) year periods.
- Instruction:** Bidder's Questionnaire and Proposed Fee Schedule must be filled out completely. **MANDATORY** pre-bid conference September 28, 2021 at 1 P.M. in Council Chambers at the Municipal Building at 60 West Emaus Street, Middletown, PA.
- Due Date:** Please return completed proposal packet in a sealed envelope by October 5, 2021 at 1:00 p.m. to Greg Wilsbach, Public Works Director, Middletown Borough Hall, 60 W. Emaus St, Middletown, PA 17057.
- Questions:** For questions pertaining to this RFP, please call Greg Wilsbach, Public Works Director at 717-902-0706 ext. 114.

## **Purpose**

The Borough of Middletown is requesting proposals from responsible parties for grass cutting, string trimming, and grass clipping removal for various publicly owned properties and certain properties with code violations as specified below. Property listing and map attached. (See Schedules A & B)

## **Performance of Services and Requirements**

All services are to be performed in a professional manner. Contractor is to provide all supervision, materials, labor, equipment, service, operations and expertise required to perform grass mowing, string trimming, and clipping removal for the Public Works Department and Codes Department. Contractor is a reflection of the Borough and must be professional in conduct, attire and work performed. Only employees of the Contractor shall perform all work under this contract. No work may be subcontracted without the written permission of the Borough. The Contractor shall comply with all federal, state and local requirements for its unemployment compensation, worker's compensation and minimum wage requirements. The successful bidder shall submit a list of employees who will perform a service under this contract and certify that all employees are authorized to work in the United States and to perform the services required by the contract.

No contract will be awarded to any person, firm or corporation that is in arrears to the Borough of Middletown, Pennsylvania upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Borough, or who is a defaulter as to surety or otherwise upon any obligation to the Borough of Middletown.

The Borough reserves the right to award a contract to a Contractor other than the lowest bidder when it is in the best interest of the Borough to do so. After review of the bids and solely at the Borough's discretion, the Borough reserves the right to reject all or portions of the bid.

## **Detailed Specifications**

### **1. Height of Cut**

Unless directed otherwise by the Codes Department or Public Works Department Representative, the height of cut for all of the listed areas shall be 2.5" to 3". Mowing operations shall not cause damage to the existing turf – specifically scalping or creating ruts by following the same path each mowing, especially around trees and posts.

### **2. Debris Removal**

All debris (e.g., paper, plastics, trash/rubbish, sticks/limbs greater than 1/2" in diameter) must be picked up and properly disposed of before any mowing operations commence so the debris is not cut up and scattered by the mowing equipment. Any debris collection and removal is considered incidental to mowing and is the responsibility of the contractor and will not be paid or reimbursed by the Borough.

**3. Trimming After Cutting of Grass**

Trimming shall be done around all buildings, landscaping, trees, bushes (not incorporated in landscaping), sidewalks, driveways, curbs and all other permanent fixtures within the cutting field by using string trimmers. Care shall be taken to not damage the bark or stems of living plants, nor damage physical objects such as lamp posts or buildings. Any scrap or excess trimmer line shall be picked up and disposed of properly.

**4. Clean Up**

After grass cutting, weeding, and/or trimming is performed, all clippings shall be blown out of any landscaped areas, landscaped beds, walks, drives, pavilions, play equipment, lots, etc. back onto grass areas. Clippings shall not be blown onto sidewalks or paved areas. Under no circumstances shall clippings be blown into the street.

**5. Frequency of Cut**

Mowing will take place starting the first week of the month in accordance with the accepted bid. Mowing and trimming shall be performed on a weekly and bi-weekly cycle during the growing season, depending on the weather conditions, or as otherwise directed by the Public Works Director. See Schedule A for weekly and Schedule B for bi-weekly locations.

Please check in with the Public Works Director the day of mowing every time the grass is cut and have Public Works Director sign off on paper work when cutting is completed. Invoices shall be submitted weekly for approval by Borough Council which meets bi-weekly. Payment of invoices may take up to 30 days following review by Borough staff and approval for payment.

**6. Specific Cutting Parameters**

The following are areas to be mowed and finished within the specified times:

- Pool area – inside fence must be completed by 11:00 A.M.
- Baseball fields must be completed weekdays by 3:30 P.M.
- Hoffer Park must be mowed on Thursdays or Fridays

Refer to specification (5) for frequency of cutting and approval.

**7. Hourly Rate for Code Violation Properties**

Include within the proposal an hourly rate for potential code violation properties as a separate line item. This item shall include all costs associated with meeting the performance standards as noted in the primary contract. These properties would be mowed only when indicated in writing by the Public Works Director. Code violation properties must be cut/trimmed within two days of the Public Works Director's request.

**8. Weather Conditions**

The grass shall not be cut when weather conditions are such that it is not reasonable. No cutting shall be done when the ground is soft and ruts will be left by the mowing equipment. Check with Public Works Department Representatives for approval not to cut during periods of drought.

**9. Working Hours and Crew Assignments**

The contractor shall provide adequate equipment and staff to meet the requirements of this contract, including completion of all work on properties as outlined in Schedules A and B. All work shall be completed as outlined in the contract or as coordinated on a case by case basis with written approval of the Public Works Director. Lack of equipment/breakdown or staff is not a justification for non-compliance with the contract terms. Work not completed, without written justification submitted to and approved by the Public Works Director, shall be deemed a failure to perform the contract. The contractor shall staff the work appropriately and allot adequate time to complete the cutting of any location started in one day to avoid a stepped appearance in the finished work. No work shall begin before 7:00 A.M. in any residential areas and all work shall be completed by 7:00 P.M. daily. No work shall occur on any weekend or holidays (holidays as observed by the Borough on an annual basis) unless agreed upon by the Borough of Middletown. All work shall be done as a first-class operation and in a manner completely acceptable to the Borough. The Borough will only pay the per job price per the contract; no overtime or holiday pay will be provided.

**10. Safety**

All work shall conform to all Borough, State, Federal, and OSHA Safety Standards. If work is performed on or near sidewalks, roadway areas or near people using the property, it is required that the safety of the pedestrian and automobiles be observed closely. Work sites must be kept free of objects and equipment and Contractor shall maintain and use all guards and deflectors as equipped to help minimize potential injury to individuals or damage to vehicles in the vicinity of the work area due to thrown or projected objects. The contractor's staff shall wear safety vests at all times when on site.

**11. Inspection**

The Public Works and Codes Departments reserve the right to inspect any activity by the contractor on the work site at any time and issue directives to the contractor for corrective work needed.

**12. Contract Documents**

The Contract Documents shall include:

- Invitation for Bids and Advertisement
- Bid Specifications., Contract Terms and Bid Documents
- Bid

**13. Independent Contractor**

The parties are separate and distinct entities and, in performing the services required by this Agreement, Contractor will act as an independent contractor and not as an employee or agent of Borough. Nothing in this Contract or the performance of the services provided for under this Contract shall be construed as establishing that Contractor, its affiliates, officers, employees, or agents of any kind, are employees or agents of Borough.

**14. Modification or Waiver**

This Contract is subject to all the terms and conditions in the Contract Documents and shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Contract may be waived or modified only in a writing signed by the parties.

**15. Entire Agreement**

The Contract Documents represent the only agreement between the parties concerning the subject matter hereof and supersedes all other agreements whether written or oral relating thereto. Neither party is entitled to rely on any representation of any officer, employer or agent of the other party which is not expressly set forth in this agreement.

**16. Governing Law**

The laws of the Commonwealth of Pennsylvania shall govern the parties' obligations with respect to this Contract. The parties agree that any dispute regarding this Contract shall exclusively be resolved in the Dauphin County Court of Common Pleas located in Pennsylvania, and that such Court shall have exclusive personal jurisdiction and venue for resolving any disputes.

**17. Non-waiver of Remedies**

Consent by Borough to a waiver of any requirement of this Contract, or to a breach of any such requirement by Contractor, shall not preclude Borough from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Contract. No delay or failure on the part of Borough in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of Borough hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. Borough shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of Borough in refraining from so doing at any time or times.

**18. No Third-Party Beneficiaries**

No provision of this Contract shall be construed in any manner so as to create any rights in any third parties not party to this Contract. The Contract shall be interpreted solely to define specific duties and responsibilities between Borough and Contractor and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

**19. Notice**

All notices to be given hereunder shall be given by certified mail, return receipt requested and regular U.S. mail, addressed to the proper party at the following address, or personally delivered to the proper party's authorized representative or transmitted by electronic mail or facsimile followed up by U.S. mail and proof of mailing within ten (10) days thereafter.

BOROUGH:

Borough of Middletown  
Attention: Kenneth Klinepeter, Manager  
60 West Emaus Street  
Middletown, PA 17057  
Fax: (717) 717-902-3073  
kklinepeter@middletownborough.com

With a copy to:

Mark S. Stewart, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
213 Market Street, 8<sup>th</sup> Floor  
Harrisburg, PA 17101  
Fax: (717) 237-6019

**CONTRACTOR:**

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

**20. Counterparts**

This Contract may be executed in one or more counterparts, each of which shall constitute an original hereof.

**21. Severability**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.

**22. Termination**

If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments, or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Public Works Director, or if he otherwise violates any provision of the Contract Documents, then the Borough may, without prejudice to any other right or remedy and after giving the Contractor a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor, and complete the work by whatever method Borough may deem expedient. Contractor shall be liable to the Borough for any direct or indirect costs incurred by the Borough to complete the work remaining under the contract that exceeds the unpaid balance of the agreed upon contract price.

Where the Contractor's services have been so terminated by the Borough, said termination shall not affect any right of the Borough against the Contractor then existing or which may thereafter accrue.

After ten (10) days from delivery of a written notice to the Contractor, the Borough may, without cause and without prejudice to any other right or remedy, terminate the Contract. In such case, the Contractor shall be paid for all work completed.

**23. Assignments**

Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Borough.

**24. Indemnification**

The Contractor will indemnify and hold harmless the Borough and their agents 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 therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Borough, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

**25. Insurance Requirements**

The Borough of Middletown requires a minimum insurance that will protect the Borough from claims set forth below which may arise out of or result from the Contractors execution of work:

- a. Claims under worker' compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than employees;
- d. Claim for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The contractor shall procure and maintain, at its own expense, during the contract time, liability insurance as hereinafter specified:

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any services performed, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any



one person in any one accident; and a limit of liability of not less than \$2,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The Borough shall be named as an additional insured on all policies. All policies shall be provided to the Borough prior to the first mowing annually. The Borough shall be notified in writing of any lapse in the insurance coverages. Lapse without immediate renewal constitutes a breach of contract.

### **Complete Proposal**

A complete proposal must have the following Bid Documents completed:

1. Bidder's Questionnaire.
2. Affidavit of Contractor Non-Delinquency of Personal Property Taxes and Borough of Middletown Income Taxes Signed and Notarized.
3. Non-Collusion Affidavit.
4. Bid Form.

**After acceptance of the proposal, Contractor must show evidence of State of Pennsylvania Bureau of Workers' Compensation Certificate of Premium Payment coverage and minimum insurance coverage as discussed above.**

**MIDDLETOWN BOROUGH, PENNSYLVANIA**

**BIDDER'S QUESTIONNAIRE**

1. Submitted By \_\_\_\_\_ Telephone \_\_\_\_\_  
Principal Office Address \_\_\_\_\_

2. Type of Firm:  
Corporate \_\_\_\_\_ Other \_\_\_\_\_  
Individual \_\_\_\_\_ Partnership \_\_\_\_\_

3a. If a Corporation, please answer these questions:  
Date of Incorporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_  
President's Name \_\_\_\_\_  
Vice - President's Name \_\_\_\_\_  
Secretary or Clerk's Name \_\_\_\_\_  
Treasurer's Name \_\_\_\_\_

3b. If a Partnership, please answer these questions:  
Date of Organization \_\_\_\_\_ State Organized In \_\_\_\_\_  
Name of all Partners holding more than a 10% interest:

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

Designate which are General or Managing Partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S QUESTIONNAIRE (cont.)**

4. Contractor's Representative \_\_\_\_\_  
Title \_\_\_\_\_  
Alternate \_\_\_\_\_  
Title \_\_\_\_\_

5. List major Clients that you perform grass cutting, debris removal, tree trimming, and minor building repairs for:  
Owner (A) \_\_\_\_\_ (B) \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work Performed \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Owner (C) \_\_\_\_\_ (D) \_\_\_\_\_  
Project Location \_\_\_\_\_  
Type of Work Performed \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone No. \_\_\_\_\_

**BIDDER'S QUESTIONNAIRE (cont.)**

6. Have you or your firm or any principal in your firm been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding within the last ten years?

If so, when and where? \_\_\_\_\_

7. Have you, your firm, or any principal in your firm been sued by any "owner" for default on a contract within the last ten years? \_\_\_\_\_

If so, what was the disposition of the lawsuit? \_\_\_\_\_

If the lawsuit is still pending, what is the case number? \_\_\_\_\_

And the Court of Jurisdiction? \_\_\_\_\_

8. Have you, your firm, or any principal in your firm been sued by any subcontractor or material supplier for default on a contract within the last ten years?

If the lawsuit is still pending, what is the case number? \_\_\_\_\_

And the Court of Jurisdiction? \_\_\_\_\_

**BIDDER'S QUESTIONNAIRE (cont.)**

9. Provide information regarding your insurance agent (s) who will be providing a Certificate of Insurance for your company:

Name of Agent (A) \_\_\_\_\_ (B) \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Insurance Type \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Print Name of Bidder \_\_\_\_\_

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

**BOROUGH OF MIDDLETOWN, PENNSYLVANIA**

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES  
AND BOROUGH OF MIDDLETOWN INCOME TAXES  
AND POLITICAL CONTRIBUTIONS**

To: Borough of Middletown, Pennsylvania  
Dauphin County, Pennsylvania

The undersigned contractor or supplier being first duly sworn, having been awarded a contract by the Borough of Middletown, Pennsylvania for \_\_\_\_\_ hereby states that it is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the Borough of Middletown as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the Borough of Middletown.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Sworn to and subscribed in my presence on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the above referenced person on behalf of the contractor or supplier.

Notary Public \_\_\_\_\_

**BOROUGH OF MIDDLETOWN  
NON-COLLUSION AFFIDAVIT**

State of Pennsylvania, County of \_\_\_\_\_ S.S.

Borough of Middletown

\_\_\_\_\_  
**(Name of Individual)**

\_\_\_\_\_  
**(Company Representing)**

BEING DULY SWORN, DOES DEPOSE AND ATTEST THAT (HE/SHE, THEY) RESIDE AT

\_\_\_\_\_  
**(Residence Address)**

AND THAT (HE/SHE IS,, THEY ARE) THE ONLY PERSON(S) WITH SAID

\_\_\_\_\_  
**(Name of Company)**

\_\_\_\_\_  
**(Company Address)**

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS, THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OF FRAUD; AND, ALSO, THAT NO MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE BOROUGH OF MIDDLETOWN, PENNSYLVANIA, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

**Signature** \_\_\_\_\_

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

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

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

Subscribed to and sworn to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Notary Public** \_\_\_\_\_

**BOROUGH OF MIDDLETOWN  
MIDDLETOWN, PENNSYLVANIA**

**BIDS TO PROVIDE GRASS CUTTING, TRIMMING AND CLIPPING REMOVAL**

Borough of Middletown  
60 W. Emaus Street  
Middletown, Pennsylvania 17057

**BID FORM**

Ladies and Gentlemen:

This bid is submitted in accordance with your advertisement inviting bids to be submitted and received by the Borough of Middletown until 1 p.m., prevailing time on October 5, 2021 for a 1-year contract and April 1 through October 31 of the subsequent year on the same terms for up to two (2) additional one (1) year periods for the grass cutting, trimming, and clipping removal beginning the first week of April 2022 in accordance with the accepted bid.

The Borough is requesting bids for grass cutting, trimming and clipping removal for approximately 65 properties on a weekly basis and approximately 30 properties on a biweekly basis (lists included in Bid Specifications). Mowing and trimming shall be performed on a weekly and bi-weekly cycle during the growing season as per the Bid Specifications, depending on the weather conditions or as directed by the Public Works Director. In addition to the properties listed in the bid documents the Borough reserves the right to add potential properties that have code violations. Mowing will take place starting the first week of April in each subsequent year of the contract and continuing through September/October of each subsequent year in accordance with the accepted bid. The Borough reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid that it may deem to be in the best interest of the Borough.

The undersigned, having fully familiarized themselves with all of the items set forth in the Invitation to Bids, Instructions to Bidders, and Scope of Work and Specifications fully understands the terms and services to be provided under the proposed Contract, hereby agrees to perform all of the terms and services in accordance with the bidding documents and hereby submits the following bid in good faith:

1. Notes the bid prices below will prevail during the entire term of the contract.
2. The award of the contract will be based upon the total value of the bid for the length of the contract and/or the hourly rate:

BID	2022 (4/1/22-10/31/22)	2023 (4/1/23-10/31/23)	2024 (4/1/24-10/31/24)
1. Lump Sum Per Year	\$ _____	\$ _____	\$ _____
2. Hourly Rate for Codes	\$ _____	\$ _____	\$ _____