



Request for Proposal

for

**LANDSCAPING SERVICES –
MORGAN CAMPUS**

4525 Education Park Drive
Schnecksville, PA 18078
610-799-2121

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Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with **Landscaping Services for its Morgan Campus in Tamaqua, PA**. The College is requesting written responses to this proposal. **Sealed proposals are due by 2:00 PM, EST on February 29, 2024**. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College’s best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal or to cure any non-material oversight.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the college’s “Independent Contractor Agreement.” – Appendix D.

Timeline

Date of Issue:	February 15, 2024
Mandatory Pre-Bid Site Visit	February 20, 2024 (9:00 AM, EST)
Proposal Due Date	February 29, 2024
Board of Trustees Meeting / Bid Award	March 7, 2024

Contact Information

Questions concerning the RFP should be directed to Joe Hardenberg, Purchasing & Contracts Manager at one of the points of contact below, until February 22, 2024.

jhardenberg@lccc.edu
Phone: 610-799-1151
Fax: 610-799-1566

A mandatory pre-bid site visit will be held on **Tuesday, February 20, 2024 at 9:00 AM, EST** for interested bidders to meet onsite with a College representative at the Morgan Center parking lot on the LCCC Tamaqua campus.

General Instructions for Proposal

- a) Proposal Content-A completed proposal must contain the following:
- Appendix A- Scope of Work
 - Appendix B- Vendor Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
 - Appendix C –Non-Collusion Affidavit
 - Three (3) references

Submission of Proposal

Written proposals are to be received no later than **2 PM, EDT on February 29, 2024** at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, Attention: Joe Hardenberg. Three (3) copies of the proposal must be in a sealed envelope marked “**Landscaping Services – Morgan Campus**”. Electronic files will not be accepted.

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 9700 credit and 4100 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

APPENDIX A

SCOPE OF WORK

MOWING

1. Mowing: Contractor shall mow the grass every seven (7) days, or as weather permits, to maintain an appropriate even height of 3" to ensure a healthy, well-manicured and pleasing appearance.
2. Edging: Contractor shall edge all tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, playground boxes and other surfaced areas bordered by grass with each mow.
3. Trimming: Contractor shall trim weeds and/or grass around all street signs, lamp posts, fences, and any other obstructions to maintain a well-manicured appearance.
4. Clean-up and Trash Removal:
 - a. The Contractor shall ensure all sidewalks, curbs, decks, ramps, driveways/roadways, and ground level cement/asphalt surfaces are blown free of clippings, dirt, and debris immediately after each mowing.
 - b. The Contractor shall remove all debris associated with the lawn maintenance during each visit.
 - c. Clippings shall not be swept, blown, or otherwise disposed of in sewer drains.

SPRING LANDSCAPE/MAINTENANCE

1. Mulching: A new layer of mulch shall be added to all mulched areas during the month of May. All mulched beds shall be maintained free of vegetation (weeds) and within the defined area.
2. Bed Maintenance: The Contractor shall provide maintenance of all plant beds continuously throughout the contract period, being kept free and clear of all weeds. (This includes raised garden boxes).
3. Pruning: Contractor shall prune shrubs and trees as needed. Flowering trees and shrubs shall not be pruned while in bloom or at times when pruning will inhibit blooming. All trees or shrubs in parking areas or near walkways will be trimmed to insure the tree/shrub does not impede parking, walking or sign obstruction.

FALL LANDSCAPE/MAINTENANCE

1. Leaf Removal: Contractor shall remove leaves 2 times, the second clean up would not be until trees have dropped all foliage. Leaves shall be removed from the property and discarded properly.
2. Mulching: A new layer of mulch shall be added to all mulched areas during the last 2 weeks of August. All mulched beds shall be maintained free of vegetation and within the defined area.
3. Bed Maintenance: The Contractor shall provide maintenance of all plant beds continuously throughout the contract period, being kept free and clear of all weeds. (This includes raised garden boxes).

LAWN TREATMENT AND WEED KILLER APPLICATION

1. Fertilization and weed control: All grass turf areas in the outlined areas found on the overview maps shall be treated per this outline.
 - a. Early Spring - fertilizer, broadleaf weed, crabgrass and pre-emergent weed control.
 - b. Late Spring - fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (as needed /weather dependent).
 - c. Early Summer - Fertilizer, broadleaf weed control (as needed/weather dependent).
 - d. Early Fall - Fertilizer, broadleaf weed control (as needed/weather dependent).
2. Parking lots, curbing and sidewalks shall be addressed with weed killer in joints and cracks where grass and weed growth occur to prevent further growth. Application should be done monthly.

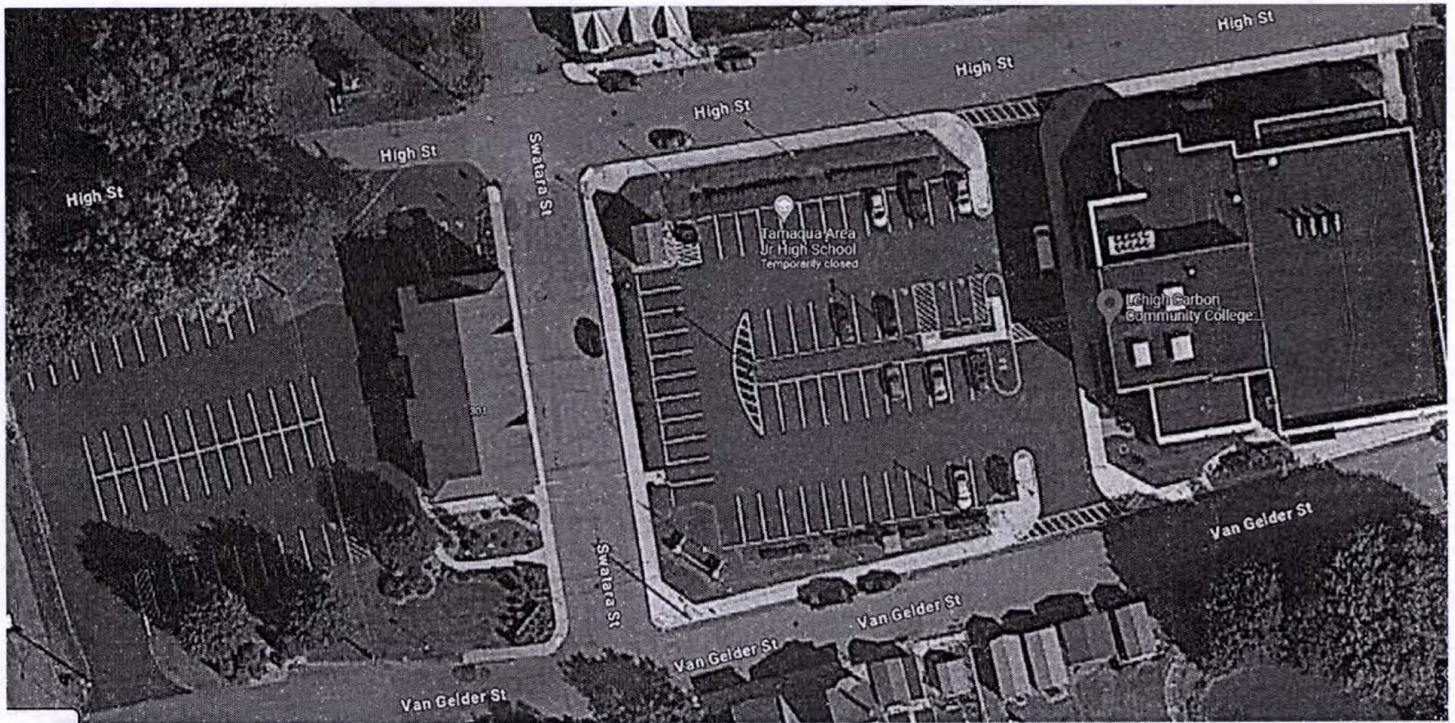
PERSONNEL AND EQUIPMENT

The Contractor shall designate, hire, and dismiss all personnel and provide all equipment, materials and supplies necessary for the effective performance of the contracted services.

CONTRACT PERIOD

The contract period shall be three (3) years, from April 1, 2024 through March 31, 2027. Billing shall be submitted semi-annually with the first on June 1st and the second on December 1st of each contract year.

MORGAN CAMPUS SITE MAP



VENDOR PROPOSAL FORM

TO: LEHIGH CARBON COMMUNITY COLLEGE

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D.#: _____

EMAIL _____

PHONE NUMBER _____

March 1, 2024 thru February 28, 2025: \$ _____

March 1, 2025 thru February 28, 2026: \$ _____

March 1, 2026 thru February 28, 2027: \$ _____

- Checklist: Responses to Requirements of Proposal
 Vendor Proposal Form
 Non-Collusion Affidavit

APPENDIX C

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Firm) 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 prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal 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 proposal.
5. _____ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 proposing and/or 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 upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20____

Notary Public

My Commission Expires _____

APPENDIX D

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the XX day of XXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the "College"), and XXXXX, of XXXXXXXX (the "Contractor").

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in XXXXX; and

WHEREAS, the College desires to engage Contractor to provide XXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXX to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein as if fully set forth at length.

2. SERVICES. Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXX to the College as set forth on Schedule "A" attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor's sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor's discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. COMPENSATION. The Contractor's compensation for services rendered hereunder shall be as set forth on Schedule "B" attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor's services hereunder except for those expressly set forth on Schedule "B" attached hereto. **The College is exempt from Pennsylvania sales tax through its PA exemption number: 23-1670163.**

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on XXXXX and end on XXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for

Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE.

Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance

a). Also Employers Liability Insurance in the minimum amount of \$500,000 Each Accident / \$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.

b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.

c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.

d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. ***Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.***

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

B. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

COLLEGE:

LEHIGH CARBON COMMUNITY COLLEGE

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"

FEES