

+Request for Bid

Lawn Care Services
REF #022624001

THE WRIGHT
CENTER
— *for* —
COMMUNITY
HEALTH

DUE DATE: March 22, 2024 Prior To 4:00PM EST

The Wright Center
Attention: Mark A. Zulkoski
501 S. Washington Street
Suite 1000
Scranton, PA 18505
570-343-2383
zulkoskim@thewrightcenter.org

GENERAL INSTRUCTIONS TO RESPONDENTS

1. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify The Wright Center Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
2. All responders must be recognized dealers in the services/materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the TWC Administration that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
3. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by The Wright Center prior to the RFP opening.
4. It is agreed by the parties hereto that wherever the word "Purchasing" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that Purchasing is acting only under the authority of the subject to the approval of the The Wright Center and administrative officers.
5. In case of error in the extension of prices, the unit price shall govern.
6. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with The Wright Center to perform work or delivery of guarantee.
7. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to TWC satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the TWC otherwise bondsmen in this case are liable for satisfactory completion of the contract.
8. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing department pertaining to the procedure of the work or delivery.
9. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such proposals may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
10. The Wright Center administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the TWC and also to purchase any, part, or none of the materials specified. The Wright Center may cancel the award at any time before the execution of the contract.
11. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by The Wright Center notwithstanding anything to the contrary expressed by the responder in his/her RFP.
12. The Wright Center will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
13. The material and equipment shall be delivered to the specified location. All prices quoted shall be f.o.b., The Wright Center, or designated destination if otherwise specified.
14. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with The Wright Center within sixty (60) days of notification by the Purchasing Department.

Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of The Wright Center.

15. The responder or responders to whom the contract is awarded agree(s) to release The Wright Center from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.

16. The Wright Center administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.

17. Responders must write or print figures in ink or typewritten.

18. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.

19. The Wright Center reserves the right for the The Wright Center Administration/ and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving The Wright Center, therefore, any party to a purchase, sale, award, contract or other transaction involving The Wright Center must grant to The Wright Center their respective designees reasonable access to any property and/or equipment purchased in whole or in part with The Wright Center funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by The Wright Center.

20. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. The Wright Center may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with The Wright Center to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by The Wright Center pending the responder's full and faithful performance of the RFP.

21. The Wright Center will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.

22. The successful responder must permit the The Wright Center, when applicable, to make payment to vendor by credit card or debit card without penalty or surcharge.

THE WRIGHT CENTER

Lawn care Services

Part 1

General Requirements

1-1. Purpose. This Request for BID is being solicited by The Wright Center for Lawn Care Services. TWC intends to award the contract for one (1) year. **Bid submission documents are due prior to March 22, 2024 prior to 4:00PM EST.**

1.2 Issuing Office. This BID is issued by The Wright Center Finance/Purchasing Department. Questions regarding this BID can be addressed by contacting The Wright Center Purchasing Department at (570) 343-2383 or email zulkoskim@thewrightcenter.org. The issuing Office is the primary point of contact for this BID.

1-3. Rejection of Proposals. The assignment of the above services may be made to one or more of the proposers responding to this Notice, but The Wright Center reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

1-4. Incurring Costs. The Wright Center is not liable for any cost incurred by proposers prior to issuance of a contract. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the BID.

1-5. Amendment to the BID. If it becomes necessary to revise any part of this BID, an amendment will be issued to all proposers who received the basic BID for which The Wright Center has identified and the amendment will be published on the TWC website.

1-6. Submission. Each bidder is required to submit one (1) complete original proposal, utilizing PDF, MS Excel or MS Word format, and to include all the relevant documents, registration and other membership certificates, via email to Mark Zulkoski, Manager Purchasing, at e-mail: zulkoskim@thewrightcenter.org. An official authorized to bind the Proposer to its provisions must sign all proposals. For this BID, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is executed.

1-7. Insurance. All Proposers shall be responsible for furnishing a copy of your firm's general insurance liability certificate with your proposal. The liability insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life agreement at no additional cost to The Wright Center. The Wright Center shall be listed on all above insurance policies as an "Additional Insured" cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide a waiver of subrogation in favor of The Wright Center. The successful lessor shall also indemnify and hold The Wright Center harmless from any and all court action and/or suits resulting from the agreement.

1-8. Article of Termination. This agreement can be terminated by either party notifying the other at least thirty (30) days in advance, prior to separation. In the event that the agreement is terminated, the TWC will compensate the vendor only for work completed up to the date of termination at the sole discretion of the TWC. The vendor shall be required to submit all completed work product deliverables up to the date of termination within seven (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **TWC**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **TWC** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-9. Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Lackawanna and Luzerne Counties, Pennsylvania, and any suit arising hereunder shall be brought in the Lackawanna or Luzerne County Court of Common Pleas, Lackawanna or Luzerne County, Pennsylvania.

1-10. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

1-11. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

1-12. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

1-13. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

1-14. Excuses. Neither **VENDOR** nor **The Wright Center** shall be required to perform any term, condition, or covenant in the Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all TWC assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

SCOPE OF SERVICES

2024 Lawn Care / Landscape Services

25 Lawn Mowing Visits \$ _____

OPTIONAL

1 Weeding & Trim Shrubbery Visit \$ _____

1 End of Season / Fall Leaf Cleanup \$ _____

Replace Mulch \$ _____

Service Location Bid Is For _____

Lawn Care / Landscape Service Locations

Mid Valley Practice, 5 S. Washington Ave., Jermyn, PA 18433

Wilkes-Barre Practice, 169 N. Pennsylvania Ave, Wilkes-Barre, PA 18502

Proposal Blanks

To The Wright Center:

I, the undersigned being a duly authorized representative of

_____ Submit for your consideration a proposal to supply Lawn Care Services

The price for which (I/we) will supply each item / services specified on the previous pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items / services shown on the attached specifications, to enter into a written agreement and to furnish the said items / services at the price shown, and to furnish a performance bond (if applicable) within thirty (30) days.

Date: _____ 20_____

Signature-typewritten

Signature-signed in ink

Street

City & State

Company telephone number

Salesman's telephone number

Salesman Email Address

Non Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) She/He is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(5) 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.

(6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.

(8) 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 non-competitive proposal.

(9) The above representations are material and important, and will be relied on by The Wright Center 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 Wright Center of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Name

Title

My commission expires _____