



SCHOOL DISTRICT OF LANCASTER

REQUEST FOR PROPOSALS # 3717 for Landscaping Services

For the period commencing July 1, 2025 through and including June 30, 2028

Issued on February 26, 2025

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline:

Monday, March 24, 2025 at 2:00 PM EST

Section 1. **INVITATION**

The School District of Lancaster is engaging in a Request for Proposals (RFP) process for Landscaping Services according to the specifications contained in this document.

Interested parties are invited to submit a proposal, including all required documentation, as outlined in Section 4.2. All proposals will be accepted on or before, 2:00 PM EST on March 24, 2025.

Should an event cause the District to close, we will accept proposals until 2:00 PM EST on the next operating day.

This Request for Proposal is published on the School District of Lancaster website. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be disqualified and unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals. The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Pennsylvania. The awarding authority for this contract is the School District of Lancaster School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria are enclosed in the RFP, no other criteria will be used. Modifications, additions, or changes to the terms and conditions of this Request for propels may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. PURPOSE AND BACKGROUND

3.1 Background

The School District of Lancaster is committed to maintaining safe, clean, and visually appealing grounds across all its facilities to support a welcoming environment for students, staff, and visitors. For nearly 15 years, the District has outsourced landscaping and grounds services to ensure that all outdoor areas are maintained to the highest standards, supporting both functionality and aesthetic appeal.

The District is now seeking qualified contractors to provide comprehensive landscaping and grounds maintenance services. The successful proposer will be responsible for delivering a full range of services, including lawn care, tree pruning, mulch bed maintenance, seasonal clean-ups, and general grounds upkeep across all district properties. This partnership aims to uphold the safety, cleanliness, and beauty of school grounds while promoting a healthy and environmentally responsible approach to landscaping.

All equipment, including vehicles necessary to complete the required services, will be the responsibility of the contractor unless otherwise specified in the RFP. Contractors must also adhere to the District's Integrated Pest Management Plan and hold the appropriate applicator licenses for any pesticide or chemical applications.

Through this Request for Proposal (RFP), the District seeks to engage a contractor that can provide cost-effective, reliable, and environmentally responsible services. This partnership will ensure our outdoor spaces continue to enhance the educational experience by supporting student safety, staff satisfaction, and community pride.

3.2 Purpose

The district is issuing a Request for Proposal (RFP) for landscaping service providers to deliver comprehensive landscaping and grounds maintenance. The district is committed to maintaining safe, attractive, and functional outdoor spaces that support the educational environment and foster a positive experience for students, staff, and the surrounding community.

The primary objectives of this RFP are to:

1. **Ensure Safe and Well-Maintained Grounds:** Selected contractor will be responsible for ensuring that all outdoor spaces, playgrounds, landscape beds, lawns, and parking lots islands, are regularly maintained to provide a safe, uniform, and aesthetically pleasing environment for students, staff, and visitors.
2. **Promote Sustainability:** Implement and support environmentally responsible landscaping practices, including the use of native plants, and eco-friendly lawn care practices, in alignment with the district's sustainability goals.
3. **Enhance Aesthetic Appeal:** Enhance the visual appeal of the district's schools through regular and consistent lawn care, tree and shrub maintenance, seasonal maintenance, recommendations for replacement plantings and upgrades, and ensuring the overall appearance of school grounds reflects the district's values and commitment to excellence.
4. **Provide Reliable Service and Timely Maintenance:** Provide consistent and dependable service throughout the year, including seasonal services.
5. **Ensure Cost-Effectiveness:** The district is focused on receiving high-quality landscaping services at a competitive and fair price, ensuring that the costs align with the district's budget and represent a good value for the services provided.

By selecting a qualified landscaping service provider, the district aims to improve the overall quality of its school locations and create a welcoming, well-maintained environment for the entire school community.

3.3 Profile of the School District

The School District of Lancaster ("the District" or "SDoL") is located in the center of Lancaster County in the southeastern corner of Pennsylvania. According to the United States Census Bureau, Lancaster County is the sixth most populous county in Pennsylvania, and the City of Lancaster is the eighth most populous of Pennsylvania's cities. The District encompasses an area of 13.5 square miles covering the City of Lancaster and Lancaster Township. The School District's boundaries are coterminous with Lancaster Township and the City of Lancaster. The City of Lancaster, located in the center of the School District is the county seat of Lancaster County and is located approximately forty-five miles south of Pennsylvania's Capital City of Harrisburg and seventy miles west of Philadelphia.

Established in 1836, it is the second-oldest inland school district in Pennsylvania. The district employs approximately 1,600 Administrative, Professional, and Support Staff. Our student population has decreased slightly to 10,400 students of whom 60% are Hispanic, 17% are African American, 13% are Caucasian and 10% are Asian and other ethnicities.

Our Mission Statement is "To ensure every child receives an excellent education." SDoL provides a comprehensive educational program for grades pre-kindergarten through twelve.

[END OF SECTION]

Section 4. CONTACTS AND RESPONSE INFORMATION

4.1 Proposal Questions and Registration:

Questions regarding this RFP should be directed to Renee Ortiz, Business & Operations Specialist, and received no later than 2:00 PM EST, March 11, 2025. Responses to questions will be provided on March 13, 2025, via addendum published to the [District's website](#). All questions must be submitted in writing to rlortiz@sdlancaster.org; verbal inquiries will not be honored.

4.2 Submission of Proposals:

Proposals, including all required forms and documentation, shall be submitted with one original (printed and signed) and one electronic copy (USB drive preferred) marked "RFP 3717: Landscaping Services" to the address below on or before 2:00 PM EST on March 24, 2025.

Should an event cause The District to close, we will accept proposals until 2:00 PM EST on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time, and delivered to:

Renee Ortiz
Office of Business & Operations
School District of Lancaster
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603

If necessary, addenda to this RFP will be posted to the District's website (<https://sdlancaster.org/grow/bids-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of the addenda by returning Attachment C, if the addenda has been issued.

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

4.3 Response Documentation:

In addition to the proposal response, the following documentation must also be received:

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- References (Attachment E)

4.4 RFP Timeline:

Deadline for Written Inquiries: March 11, 2025 at 2:00 PM EST

Response to Questions: March 13, 2025 by 5:00 PM EST

Proposal Submittal Deadline: March 24, 2025 at 2:00 PM EST

Anticipated Board Approval: April 15, 2025

[END OF SECTION]

Section 5. GENERAL TERMS & CONDITIONS

1. Ensure that your proposal complies with all requirements specified in this Request for Proposals. Attention to all clauses of these requirements is advised.
2. Complete all documents by printing neatly and legibly in pen or typing. Electronic documents must also be completed by typing into the appropriate spaces. Do not alter, delete or change any bid specifications or clauses in the bid documents.
3. Any variation in your proposal from the conditions and specifications as outlined in this Request for Proposal must be clearly stated, with the variation from specifications noted.
4. No rights shall accrue to any person submitting a proposal until such proposal has been accepted, contract awarded, and such contract finally and completely executed in writing.
5. The District reserves the right to retain all proposals regardless of selection.
6. No part of any work performed under this contract may be sub-contracted to other Contractors or individuals not included in the initial response to this RFP, without the prior written approval of the District.
7. The District is Tax-Exempt and a certificate will be provided to the successful proposer upon request.
8. It is understood that the Contractor is an independent contractor and not an officer, agent, or employee of the School District while complying with the terms and conditions of the Contract.
9. All data provided by the District to the successful proposer electronically or by other means are and remain the property of the School District of Lancaster. All data products generated by the successful proposer in executing the proposal as accepted by the Board of Directors shall become the property of the School District of Lancaster.
10. This is a Request for Proposal (RFP) and not a competitive bid. The use of the terms “bid”, “bidding” or “bidder” herein shall not operate to require the District to award a contract to the lowest responsible and responsive respondent. To the contrary, the District retains the right to negotiate the price and other terms of the RFP with the respondent identified and chosen by the District.

[END OF SECTION]

Section 6. PROJECT SPECIFICATIONS & REQUIREMENTS

6.1 Project Specifications:

Selected contractor will be responsible for providing comprehensive landscaping services for the following listed locations.

Buehrle Academy 426 E. Clay St., 17602
Burrowes Elementary 1001 E Orange St, 17602
Carter & MacRae Elementary and Administrative Center 251 S Prince St, 17603-5396
E.R. Martin School (K-8) 2000 Wabank Rd, 17603
Former Buchanan (flex building) 340 S. West End Avenue, 17603
Fulton Elementary 225 West Orange St., 17603
Hamilton Elementary 1300 Wabank Rd, 17603
Jackson Middle School 431 S Ann St, 17602
King Elementary 466 Rockland St, 17602
Lafayette Elementary 1000 Fremont St, 17603
Milestones 600 Rockland St, Lancaster 17603
Phoenix Academy 630 Rockland St., 17602-4524
Price Elementary 615 Fairview Avenue, 17603
Reynolds Middle School 605 W Walnut St, 17603
Ross Elementary 840 N Queen St, 17603
Smith-Wade-El Elementary 910 Hamilton Park Drive 17603
Washington Elementary 545 S Ann St, 17602
Wharton Elementary 705 N Mary St, 17603
Wheatland Middle School 919 Hamilton Park Dr, 17603

Contractor is responsible for all equipment including vehicles necessary to complete work unless otherwise specified within the RFP. Services to include but not limited to the following:

General Grounds Maintenance

1. Lawn Mowing

- Mowing of all grass areas around schools, parking islands, and other designated grassy areas.
- Removal of all trash, branches, and debris as required prior to mowing.
- Mowing to be completed at a height of 2 ¾- 3 ½"
- All mowing around play areas must be completed prior to the start of the school day or after dismissal to not disturb use.
- Mowers must always have shrouds in the down position, when students are in proximity, the mower

blades must be shut off until a safe distance from students is returned.

- All debris will be blown/swept off sidewalk after mowing is completed.
- Mowing will be completed no less than weekly or as needed based on weather conditions and growth.

2. Edge Trimming

- Trimming shall occur on the same day as mowing to present a completed and uniform appearance.
- Trimming to be completed around signs, curbs, flower beds, and fencing to maintain neat and clean edges.

3. Tree Pruning

- Pruning of trees to ensure safety and aesthetic value, removing dead and damaged branches to promote healthy growth.
- Pruning will also include maintaining appropriate clearance from structures, paths, and power lines.
- Any approvals necessary for compliance with City of Lancaster Shade tree permitting will be secured by Contractor.
- Watering of new trees to ensure survival is responsibility of the contractor. Watering equipment (skid tank and pump) available for use from district.

4. Mulch Bed Maintenance

- Mulching of flower beds, shrubbery, and other landscaped areas as necessary.
- Mulch replacement and replenishing of mulch annual prior to the start of each school year.
- Weeding of all mulch beds, ensuring they are free of unwanted vegetation.
- Dead or declining plantings should be reported to Director of Facilities along with a cost for replacement.

5. Seasonal Clean-up

- Fall leaf collection and removal.
- Spring clean-up of all landscaped areas to prepare for growing season.
- Clean-up of grounds from any storm damage.

6. General Grounds Maintenance

- Removal of debris, litter, and invasive weeds across all grounds.
- Regular inspection of all landscaped areas.
- Straightening of sign poles within landscape and lawn areas. Replacement of damaged poles to be completed by district staff.
- Preparation of proposals for landscaping upgrades and replacements.

7. Communication

- Contractor must be able to utilize FMX software to receive and respond to work orders as necessary and assigned by district.
- Meet at minimum monthly with Director of Facilities

The occasional use of pesticides, weed killer, or other chemical spray application is understood but the district request that these be minimized. Any application must be done following districts Integrated Pest Management Plan and contractor must have their own applicators license and are required to completed necessary notifications and postings.

6.2 Proposal Requirements:

All proposals must include the following:

About Your Company

1. Full name and home office of your firm
2. Briefly describe your firm's history, background, organizational structure (e.g., publicly held corporation, employee owned, etc.) and your firm's service philosophy and corporate values.
3. What is your method or process to gauge client satisfaction?
4. Describe why you believe your organization is better qualified than your competitors to successfully support The School District of Lancaster.

Staff Qualifications

1. List the qualifications of key personnel assigned to this project, including certifications, licenses, and any relevant training or experience in landscaping and grounds maintenance.
2. Provide a staffing plan, including the number of employees who will be dedicated to this contract and their roles.

Equipment and Materials

1. Provide a list of equipment and materials your company uses to perform landscaping services.
2. Confirm all equipment is properly maintenance and meets safety standards.

Compliance and Legal

1. Confirm that your company complies with all local, state, and federal regulations regarding landscaping services, including pesticide use, and any applicable labor laws.

Scope of Services and Fee Proposal

1. Provide a detailed pricing structure for all services listed in the RFP, including labor, equipment, materials, and any other associated costs.
2. Clearly define any additional fees for additional services (e.g., seasonal plantings, replacements of landscaping, sodding)

References

1. Provide three references and include the reference's name, title, address, phone number.
2. References should include previous or current contracts with K-12 school districts or other educational institutions.

Additional Information

1. Describe any other features or qualifications of your firm relevant to this proposal which have not been previously described.
2. Contractors Demonstrated Commitment and Alignment to the Mission, Vision, and Core Values of the School District of Lancaster (Diversity, Equity, and Belonging)
1. Adequately address all areas by which proposals will be evaluated, as identified in section 6.3.
2. Attachment A: Form of Proposal
3. Attachment B: Non-Collusion Affidavit
4. Attachment C: Addendum Acknowledgement Form. Note that addenda may not be issued. Prior to submitting your proposal, please reference <https://sdlancaster.org/grow/bids-proposals/> for the posting of any addenda.
5. Attachment D: Minority Business Enterprise Type
6. Attachment E: References

6.3 Evaluation Criteria:

Criteria	Percentage Weight
Demonstrated Experience and Expertise with a Similar Scope of Work	15%
Approach to Landscaping Services (Understanding of scope, methodology, scheduling)	25%
Sustainability and Environmental Responsibility	15%
Technology and Work Order Management (Utilization of FMX or Similar System, Communication, and Response Times)	10%
Employee Qualifications & Training	5%
Emergency Response & Flexibility	5%
References (Previous K-12 or Institutional Experience Preferred)	5%
Cost Proposal (Budget, Cost Effectiveness, Transparency in Pricing, and Value for Services)	20%
Totals	100%

[END OF SECTION]

Section 7. PROPOSAL AND CONTRACT REQUIREMENTS

1. **Submission of Proposals:** Proposals, including all required, documentation, shall be submitted as outlined in Section 4.2. All proposals will be accepted on, or before, 2:00 PM EST, March 24, 2025.
2. **Preparation of Proposals:** Any response that alters the documented specification must be indicated on a separate piece of paper and attached to the bid response packet. All signatures must be in blue ink.
3. **Conflicts or Discrepancies:** Should a proposer find conflicts or discrepancies in the RFP documents, or should there be uncertainty as to the meaning or intent of any part thereof, or should there be conflicts between the RFP documents or specifications and any applicable laws or regulations, the bidder must, not later than seven (7) days prior to the submission deadline, request clarification in writing from the District. Failure to request clarification shall constitute a waiver of any claim by the proposer for expense or damages incurred as a result of a later interpretation of the RFP documents or specifications by the District.
4. **References:** Contractor is required to submit a minimum of three (3) references with locations and point of contacts for which a scope of work, similar in nature, was performed. Contractor is required to submit with its proposal, any third party participants/sub-contractors that will be performing on their behalf. Please note that insurance provisions will be applicable to any third-party participants/sub-contractors.
5. **Selection or Rejection of Proposals:** The District reserves the right to accept or reject any or all proposals or portion thereof and to waive informalities permitted by law. False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The District will consider the Applicant's prior experience, including past performance; personnel qualifications, including technical excellence; and management capability, including compliance with all state and statutory guidelines.
6. **Award Contract:** If any proposal is accepted, the contract(s) shall consist of this Request for Proposal, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to submission deadline. Additionally, the District's Master Agreement for Services (Appendix A) will be required by the awarded agency. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
7. **Term of Contract:** The initial term of the contract will commence upon execution of a signed contract and end on June 30, 2028. The contract may be renewed for successive one-year terms, beginning July 1, 2028, upon written agreement of both parties.
8. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the District:
 - 8.1. **Automobile Liability:** Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - 8.2. **Workers Compensation:** Workers Compensation Insurance, disability benefit and other social insurance as may be required by law.
 - 8.3. **Comprehensive General Liability:** Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - 8.4. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by District.
 - 8.4.1. Except for Workers Compensation Insurance, District shall be named as certificate holder and a primary, non-contributory additional insured under such insurance coverage.
 - 8.4.2. Contractor shall submit insurance certificates ("Certificates") to School District evidencing required insurance coverage at the time of submission of this Agreement and at any other time(s) upon School District's reasonable request(s). Certificates evidencing the required insurance shall stipulate that School District shall receive thirty (30) days prior written notice of any change or cancellation in coverage. If Contractor or any subcontractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify and hold harmless School District in the same manner as if Contractor and/or such subcontractor had in full force and effect coverage in accordance with this Section.

8.4.3. Contractor shall comply with, and shall cause all subcontractors to comply with, all conditions of each insurance contract and all requirements of this Section.

9. **Indemnification:** In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the School District of Lancaster and its Boards of School Directors from and against any and all claims, suits judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the contractor, its agents or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the District representatives with respect to the performance of the contract.
10. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing seven (7) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
11. **Default/Recourse:** In the event the successful Contractor fails or refuses to perform the work or services required, or any part thereof as provided in these specifications or to replace any which are rejected, then the Board of School Directors is authorized to immediately contract for the work or services in conformity with the contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful Contractor, or to immediately cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the School District.
11. **Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
12. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to notify the District immediately with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

14. **Right to Inventions Made Under a Contract or Agreement:** If District's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.
15. **Non-Discrimination Provision:** The contractor agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the contractor hires in connection with all work performed on behalf of the District. The contractor will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. The contractor will supply all compliance reports required by the Pennsylvania Human Relations Commission. Failure to comply with all requirements of the Governor's Code of Fair Practice (June 6, 1983) and the regulations of the Pennsylvania Human Relations Commission shall constitute a substantial breach of this contract and provide reason for termination upon written notice to the contractor.
16. **Standard Contract Conditions**
- 16.1. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
- 16.2. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
- 16.3. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- 16.4. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
- 16.5. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor's performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.
- 16.6. Product Protection Guarantees. School districts have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
- 16.7. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to SDoL during the course of the contract term.
17. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District.

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: School District of Lancaster
 Attn: Business Office
 251 S. Prince Street, 3rd Floor
 Lancaster, PA 17603

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Proposals, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to proposal opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic proposal submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____

Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (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 price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
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 three 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 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 on by School District of Lancaster in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: _____

Name and Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to RFP 3717: Landscaping Services

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

____ Minority-Owned

____ Women-Owned

____ Small Business

____ Section 8A

____ Disabled Veteran

____ HUB

____ Not Applicable

Supplier or Subcontractor _____

____ Minority-Owned

____ Women-Owned

____ Small Business

____ Section 8A

____ Disabled Veteran

____ HUB

____ Not Applicable

Supplier or Subcontractor _____

____ Minority-Owned

____ Women-Owned

____ Small Business

____ Section 8A

____ Disabled Veteran

____ HUB

____ Not Applicable

Date _____

Signature _____

ATTACHMENT E. REFERENCES

Provide three (3) recent references of similar size and requirements. Please include the following for each reference:

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	

Client Name:	
Contact Name:	
Contact Title:	
Contact Phone Number:	
Contact e-mail address:	
Contract Date:	
Description:	