

West Chester University
 Attn: Karen Dell'Aringa
 Purchasing Department
 201 Carter Dr. Suite 200 Room 228
 West Chester, PA 19383
 Phone: 610-436-2603
 Fax: 610-436-2637

THIS IS NOT AN ORDER

Date: 4/6/09
 Bid Proposal #: 228-0401K
 Bid Due Date: 4/15/09

Vendor Name and Address Ruppert Landscape Inc
248 Chambers Rd
Toughkenamon PA 19374
 Phone# 610 925 2711 Fax# 610 925 2701

Time: 2:00 PM

71D # 20-0802650.

The University is authorized to accept bid on the articles described below in accordance with the following instructions: All materials, as specified, are to be delivered F.O.B. West Chester University, West Chester, Pennsylvania 19383. Bids will be rejected if received after due date and time. The University reserves the right to accept all or part, or to reject the entire bid.

See additional pages for special conditions

Item Number	Description	Quantity	Unit	Unit Price	Total
1.	<p>A Pre-bid survey of the property : Scheduled for April 9th, 2009 @ 1:30 PM Rm #126 @ 1160 McDermott Dr.</p> <p><u>SEALED BIDS ONLY</u></p> <p><u>Return sealed bid to:</u></p> <p>West Chester University of Pennsylvania Purchasing Department Attn: Karen Dell'Aringa 201 Carter Dr., Suite 200, Rm. #228 West Chester, Pa. 19383</p> <p>Landscaping services for West Chester University's Graduate Business Center 1160 McDermott Drive, West Chester, Pa. 19383</p> <p>As per the attached six (6) pages of specification the same being incorporated herein to this bid document..</p> <p><u>FAXED BIDS WILL BE REJECTED</u></p> <p><u>LATE BIDS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.</u></p> <p>No bid will be considered unless bid price is firm without qualification.</p> <p>This bid proposal form must be signed where indicated on page 2 by an individual with the authority to bind the bidding firm to their proposal.</p> <p>Note: Annual cost will be divided by 12 for monthly fee</p>				<p>Annual cost \$ <u>7792.00</u></p>

Please be advised that all responses to this procurement opportunity are subject to the Pennsylvania Right-to-know Law, 65 P.S. 766.1 et seq., effective January 1, 2009 (Act 3 of 2008). The Right to know law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions. Should you elect to submit a bid and it becomes the subject of a Pennsylvania Right to know law request, you will be asked by the University to identify all financial, privileged, confidential and proprietary information that is included in your proposal. This information may be exempt from disclosure in responses to a request.

The following pages are hereby incorporated into this bid proposal.

1. Vendor read carefully - Page 3 of 4
2. Notice as to filing a Bid Protest - Page 4 of 4
3. Reciprocal limitations act- Must be completed 4 pages
4. Addenda Acknowledgement - 1 Page
5. Attachment A: Bid Specifications- 6 Pages
6. Attachment B: Standard Contract Terms and Conditions

TYPE OF CONTRACT: It is proposed that if a contract is entered into as a result of this bid, it will be a Service Purchase Contract. The Contract will contain the provision shown in the attached sample standard contract marked as Attachment B.

Note: Attachment B is a sample document only and is not required to be returned with your bid proposal.

The price submitted must be firm for a period of 30 days, and must be returned by the above indicated date. The undersigned vendor agrees to supply the items and/or material at the price quoted. PAYMENT TERMS OF WEST CHESTER UNIVERSITY ARE AS FOLLOWS: NET 30 DAYS AFTER RECEIPT AND INSPECTION OF MATERIAL AND/OR SERVICES.

Title

Date

VENDOR: READ CAREFULLY

1. This order is acceptable only at prices stated. Goods herein ordered shall comply with all Federal and State laws. No charges allowed for packing, reels, packages or cartage unless specified on this order. Shipment must be made by date specified. Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at your expense. Quantities ordered must not be exceeded unless authority for small deviations is specified in this order. Truck deliveries will only be accepted during working hours. No tax shall be included in the bid price.

2. West Chester University is exempt from all excise taxes and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-2417773. No exemption certificates are required and none will be issued.

3. West Chester University is exempt from provisions of Fair Trade laws and the Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Exemption certificates will not be issued.

4. All shipments will be F.O.B. destination, with transportation charges prepaid by the vendor and title passing upon proper delivery at the destination.

5. Send three copies of itemized invoices as directed on order promptly upon shipment. Don't include in one invoice items on more than one purchase order. (Consider as one purchase order a consecutive series of purchase order forms bearing a single total--)

6. Show purchase order number on all invoices, packages, delivery slips and correspondence. (Show number of first purchase order of a consecutive series of purchase order forms bearing a single total.) The name of shipper and car initials and number, if any, shall also be identified on all shipments.

ASSIGNMENT OF ANTITRUST CLAIMS

Vendor and West Chester University recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by West Chester University. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to West Chester University all right, title and interest in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice -advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program, or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further West Chester University contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside Pennsylvania, the facilities at which such goods are actually produced.

**Note: If not Bidding, please return this form indicating "NO BID"
If you would like to remain on the university's active bidders list.**

NOTICE AS TO FILING A BID PROTEST

1) A bidder or offeror, a prospective bidder or offeror, or a prospective contractor that is aggrieved in connection with the solicitation or award of a contract under the Commonwealth Procurement Code, except as provided in 62 Pa.C.S.A. § 521 (relating to cancellation of invitations for bids or requests for proposals) may file a protest with the **Office of the Chancellor, State System of Higher Education, 2986 North Second Street, Harrisburg, Pennsylvania, 17110.**

A copy of any protest must also be simultaneously mailed to the Office of the President, of the university that issued the bid solicitation. In the event that the Educational Resources Group (ERG) issued the bid solicitation, a copy of the Protest should be filed with its President. No additional notification need be sent if the Office of the Chancellor issued the bid Solicitation. For West Chester University, the mailing address is **Office of the President, West Chester University, 700 S. High Street, West Chester, PA 19383.**

2) If the Protestant is a bidder or offeror or a prospective contractor, the protest must be filed with the Office of the Chancellor at the aforementioned address within seven (7) days after the aggrieved bidder or offeror or prospective contractor knew or should have known of the facts giving rise to the protest. In no event may a protest be filed later than seven (7) days after the date the contract was awarded.

3) If the Protestant is a prospective bidder or offeror, a protest must be filed with the Office of the Chancellor at the aforementioned address prior to the bid opening time or the proposal receipt date.

4) If a bidder or offeror, a prospective bidder or offeror, or a prospective contractor fails to file a protest, or files an untimely protest, the bidder or offeror, the prospective bidder or offeror, or the prospective contractor will have waived its right to protest the solicitation or award of the contract in any forum. The State System of Higher Education shall disregard protests that are untimely filed.

5) A protest must state all grounds upon which the Protestant asserts the solicitation or award of the contract was improper. The Protestant may submit with the protest any documents or information it deems relevant to the protest.

6) Upon receipt of the protest, the Office of the Chancellor will render a decision in accordance with the procedures outlines within the Commonwealth Procurement Code, 62 Pa. C.S.A. § 171 1.1 et seq.

Landscaping Specifications

Type of Contract

It is proposed that if a contract is entered into as a result of this bid, it will be a 1 year contract with the option to renew for 4 additional 1 year terms and will contain the provisions shown in Attachment B- Standard contract terms & conditions-SAP.

No matter the date this contract begins, this landscape contract will end each annual term on the last day of the calendar year. This contract will automatically renew for the following year unless West Chester University gives notice of non-renewal. West Chester University may cancel the remaining portion of this contract at any time with cause, or without cause by serving written notice in a letter during the month of December of any year.

Price Adjustments

Annual fees will be made in equal monthly payments, dividing the number of months from the date of the start of the contract term, until December 31st. Escalation of annual costs for the resulting contract is not automatic and shall not exceed inflation guidelines as established by the nationally accepted Consumer Price Index-Urban (CPI) for each year for this particular commodity or service. Contractor must provide documentation to justify escalation and make escalation request in writing on an annual basis. ...

Certificates of Insurance

With the initial bid and at the beginning of each calendar year the contractor will provide West Chester University a Certificate of insurance for more than \$2 million of liability insurance, and a Certificate of Insurance for their Workers Compensation policy.

References from Similar Size Customers

Each potential contractor must provide three references from customers similar in size and scope of work as that proposed in this contract.

Site of the work

1160 McDermott Drive, West Chester, PA. 19380,
in the Greenhill Corporate Park, off Greenhill Road.

Scope of Work

SPRING CLEAN-UP

During the spring months, the contractor will perform one general landscape clean-up. This service will include the following:

1. Removal of landscape debris that has accumulated over the winter months.
2. Pruning to remove deadwood from plant material up to a height that can be reached with a pole pruner.
3. Removal of excessive mulch built-up in beds and tree pits as deemed necessary by the contractor. Excessive mulch is detrimental to plant health as it encourages insects, disease and root growth in the mulch.
4. The contractor will edge all beds and tree wells at a right angle to a depth of one-to-two inches. The contractor will maintain all tree rings as concentric and all bed lines as smooth and continuous lines. The contractor will turn all existing mulch before applying new mulch.
5. The contractor will apply a pre-emergent weed control to all mulched areas and groundcover beds. Certain groundcover or perennial plantings may not receive pre-emergent in order not to damage the material.
6. Clean-up of snow removal residue in parking lot areas (sand, gravel, etc...) will be performed at an additional cost.
Prior approval is needed from West Chester University management.
(Include in rate schedule)

ORNAMENTAL PLANT MANAGEMENT

Mulch

The contractor will mulch all beds and tree wells with shredded hardwood mulch in the spring. The mulch will be kept away from the base of the tree trunks and from the crown of the shrubs. Mulch from the previous season will be turned and up to two inches of new mulch will be added. The goal will be to maintain no more than three inches of organic material.

Fertilization: Trees and Shrubs

The contractor will fertilize ornamental trees up to six-inch caliper with 10-6-4 analysis fertilizer at the rate of one pound-per-inch of trunk caliper. They will fertilize shrubs and groundcover with 10-6-4 analysis fertilizer at the rate of four pounds per 100 square feet of bed area once in the spring. The contractor will fertilize acid-loving plant material with an ericaceous fertilizer (i.e., Holly-tone), at the manufacturer's recommended rate.

Pruning Shrubs

The contractor will shear two to three times during the season all shrubbery that requires shearing to maintain a formal appearance. The contractor will prune informal shrubbery twice per season, approximately in June and in September. The contractor will prune flowering shrubs after blooming.

Overgrown shrubs may require additional careful hand-pruning to rejuvenate, because they may have been improperly pruned in the past. The contractor will estimate the additional cost of this service, and will proceed following approval by West Chester University management. The contractor will edge and prune groundcovers as needed to contain them within their borders. The contractor will observe standard pruning practices and remove all resulting debris.

The contractor will cut back and prune perennials at the appropriate times. In general, perennials will be cut back in early spring unless otherwise requested by West Chester University management.

Pruning Trees

Pruning of the deciduous trees will be done during the dormant season. Pruning will include removal of crossing branches, or those not consistent with standard form, general thinning for good light penetration and air circulation, and dead or diseased branches.

Subsequently, pruning of suckers, water sprouts and low-hanging branches will be performed during our regular visits. Trees up to 15 feet in height are covered under this specification. Any pruning above this level will be performed at an additional cost. All pruning cuts shall be made to the lateral branches, buds, or flush with the trunk. Stubbing will not be permitted. Contractor will remove all debris from the site.

Integrated Pest Management

The contractor shall be responsible for the detection, monitoring and control of plant damaging insects. The contractor shall be aware of the potential pests and shall make regular inspections of the plant material and treat as necessary. These principles will be practiced under a Pest Management (PM) program.

Our goal in implementing a PM program is to maintain insect and disease problems at acceptable levels. This benefits West Chester University by insuring more frequent inspections by on-site personnel and a safer environment through the use of less pesticide. Pesticides will be applied under the supervision of a certified applicator.

Spraying operations will cover all material up to a height of 25 feet. Trees exceeding this height can be serviced under a separate agreement.

Dormant oil shall be applied in March to all plants susceptible to overwintering insects, to include needled Evergreens, Junipers, Euonymus, Hollies, Cherries, Oaks and Maples.

Applications of pesticide shall not be done as calendar scheduled or general cover sprays. Pesticides shall only be applied as needed, when pests are detected through regular inspections. Contractor will inspect monthly.

There are several species of insects, i.e. scale, pine bark beetle, Japanese beetle, mites and borers that require an extensive control program. It may take several seasons to achieve control. Disease of ornamental plant material will be treated on a curative basis as needed.

Wildlife such as deer, geese and ducks may cause damage to plant material and turf in certain landscapes. Application of repellents can be performed at an additional charge.

Weed Control

Beds and tree wells will be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. This will be performed through the use of pre-emergent and post-emergent herbicides as well as hand-weeding. Chemicals will be used according to the product label.

A non-selective and/or pre-emergent herbicide will be applied on a continuous basis to all walks, curbs and other paved areas to help prevent the growth of weeds.

TURF MANAGEMENT

Prior to each mowing, all reasonable trash, sticks and other unwanted debris will be removed from lawns, plant beds and paved areas.

Mowing

Lawn areas shall be mowed at a finished height of three-to-four inches throughout the mowing season. During the mowing season, all lawn areas shall be mowed every five-to-10 days or as weather conditions dictate. Up to 26 mowings will be done.

The mowing operation includes trimming around all obstacles, raking or bagging excessive grass clippings and removing debris from walks, curbs and parking areas.

Grass clippings will be kept out of beds and tree pits. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.

Edging

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing during the growing season. The contractor will remove all debris from edging operations and sweep or blow all areas.

Turf Fertilization & Herbicides

A separate company has been engaged to handle pre-emergent turf herbicides, late season turf weed control, and four courses of turf fertilizer applications throughout the season. This contract requires NO turf fertilizing or weed control by this contractor. This landscape contractor will report lawn cuttings to the designated fertilizer company, so that company can apply their products as soon after the lawn cutting as possible.

Insect and Disease Control

Insect control may be performed on a curative basis following regular PM inspections by the contractor's on-site personnel, at an additional cost. Prior approval is needed from West Chester University management.
(Include in rate schedule)

Treatment of disease problems will be done on a curative basis only. Due to the nature of turf diseases being extremely weather-sensitive and expensive to control, these will be performed on an as-needed basis at an additional cost. Prior approval is needed by West Chester University management.
(Include in rate schedule)

Leaf Removal

The contractor will remove fallen leaves from the site three times in the fall (October-December). In turf areas, leaves will be removed with each mowing from October through November. If requested by West Chester University, the contractor will perform supplemental leaf removals at an additional cost. Prior approval is needed by West Chester University management. Please provide an hourly rate.

Winter Clean-Up

The site will receive a weekly general clean-up in late December.

Clean-up includes:

1. Cleaning curbs and parking areas of landscape debris.
2. Removing all trash and unwanted debris from landscaped areas.
3. Inspect grounds.

Other Services

The contractor will quote a schedule of hourly rates which will apply in the event that West Chester University requests the contractor to perform any other landscaping related work on the property that goes beyond the scope of the delineated services in this contract. The contractor will provide a rate schedule with their bid for all other optional services. Also, include a suggested initial schedule of such extra services as per your recommendation. Prior to commencing any such work, the contractor will estimate the total charge and receive approval by West Chester University management.

Please provide a rate schedule for the optional services

A Pre-bid survey of the property : Scheduled for April 9th, 2009 @ 1:30 PM
Rm #126 1160 McDermott Dr.

RECIPROCAL LIMITATIONS ACT REQUIREMENTS

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

NOTE: These Requirements Do Not Apply To Bids Under \$10,000.00

REQUIREMENTS

A. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

STATE	PREFERENCE
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products
	4% catfish
	10% milk & dairy products
	10% steel rolled in Louisiana
	7% all other products
7. Montana	5% for residents *
	3% for non-residents*
	*offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

B. The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

STATE	PREFERENCE
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

C. The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

STATE	PREFERENCE
1. Alaska	5%(supplies only)
2. Arizona	5%(construction materials from Arizona resident dealers only)
3. California	5%(for supply contracts only in excess of \$100,000.00)

- | | |
|-------------------|---|
| 4. Connecticut | 10%(for supplies only) |
| 5. Montana | 3% |
| 6. New Mexico | 5%(for supplies only) |
| 7. South Carolina | 2%(under \$2,500,000.00)
1%(over \$2,500,000.00) |
| | This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000. |
| 8. West Virginia | 2.5%(for the construction, repair or improvement of any buildings |
| 9. Wyoming | 5% |

D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

STATE	PROHIBITION
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . . /and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Jersey	For legislative printing and bidders for all of the following items:* automotive parts, farm machinery, stainless steel tableware, kitchen small wares, major household appliances, chain link fence, portable sanitation units, glass, glazier supplies, storage batteries, spark plugs and filters, automotive glass, dental casting, prosthetic devices, pianos, musical instruments, carpet and cushion, shades, upholstery materials and supplies, room air conditioning, electrical supplies, plumbing supplies, hardware supplies, fasteners, lumber, building supplies, audiovisual/video equipment, fire extinguishers, fire hose, motor oils; fuel oil, sporting goods, photographic supplies, police equipment and supplies, venetian blinds, drapes, cheese, fresh fruit and vegetables, ammonia, bleach, pails, cleaning soaps, toilet cleaner, bowl cleaner, sponges, paper towel dispensers, water hose, course paper products, corrections department uniforms fine paper and paper cups.
6. New Mexico	Construction
7. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
8. Rhode Island	Only for food for state institutions.

*If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state (or in the case of New Jersey, if the bid discloses that the bidder is from New Jersey and it is offering one of the above-listed items), it shall be rejected. Contractors are prohibited from supplying these items from these states.

II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

III. STATE OF MANUFACTURE

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
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IV. BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

B. In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the issuing office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited:

249 Chambers Rd
Toughkenown PA 19374

2. a. If the bidder is a corporation:

(1) The corporation is or is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation:

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority:

2005

(2) The corporation is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name:

b. If the bidder is a partnership:

(1) The partnership is or is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

(2) The partnership is or is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State:

c. If the bidder is an individual:

He or she is or is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth:

Attachment A

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2009 11:26

PRODUCER Riggs, Counselman, Michaels & Downes 555 Fairmount Avenue Owson, MD 21286-5497 410-339-7263	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Ruppert Landscape, Inc. 23601 Laytonsville Road Laytonsville, MD 20882	INSURER A:	State Automobile Mutual Insurance Company 25135
	INSURER B:	Meridian Security Insurance Company 23353
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	PBP248431802	4/1/2009	4/1/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP. (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP221600601	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	PBP248431802	4/1/2009	4/1/2010	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCP214414100	4/1/2009	4/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

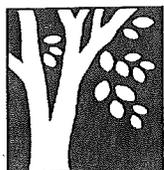
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



RUPPERT
LANDSCAPE

REFERENCES

Ruppert Landscape strives to provide the highest quality landscape management and landscape installation services and wholesale nursery tree stock available. We believe that this is best accomplished through the cultivation of our talented employees, who are the greatest asset of this organization.

Nan Schulte

Delle Donne & Associates, Inc
Wilmington, Delaware
302-798-8300

Richard Spagnola

Independence Seaport Museum
Philadelphia, Pennsylvania
215-413-8645

Nick Travaglini

Tracey Mechanical
Newtown Square, Pennsylvania
484-621-0021

John Ostertag

Keystone Property Group
Conshohocken, Pennsylvania
610-825-2060

Paul Freebery

JP Morgan Chase
Bear, Delaware
302-669-4481

Kevin McNeil

Jennersville Regional Hospital
West Grove, Pennsylvania
610-869-1000

Marty Holbrook

Jenner's Pond
West Grove, Pennsylvania
610-345-1501

Jack Jowder

Brite Realty Services
Exton, Pennsylvania
610-524-8285

Randy Scott

Brandywine Hospital
Coatesville, Pennsylvania
610-383-8799

Ron Steward

Genesis ElderCare
Kennett Square, Pennsylvania
610-925-4211



249 Chambers Road
 Toughkenamon, PA 19374
 610/925-2711 Fax: 610/925-2701

BILLING INFORMATION

JOB INFORMATION

Bill To: _____ Date of Work Performed: _____
 Address: _____ Job Name: _____
 _____ Job #: _____
 Phone: _____ Contact Person: _____

QTY/HRS. ORDERED	QTY/HRS. RECEIVED	DESCRIPTION	UNIT COST	AMOUNT

RATE SHEET FOR TIME AND MATERIALS CONTRACTS

2116

ORDERED BY: _____ DATE

AUTHORIZED BY: _____ DATE

COMPANY NAME: _____ DATE

WHITE - ORIGINAL
 YELLOW - CUSTOMER'S COPY
 PINK - FILE COPY

ORIGINAL

West Chester University of Pennsylvania

Bid Proposal Number: 228-0401K Landscaping at GBC

Bid Date and Time: 4/15/09 @ 2:00 pm.

Opener / Reader: 

Witness / Recorder: _____

Bid Package Recipient	Contact Information	Amount Bid	Disqualification
Brynmawr Landscaping Po Box 308 Newtown Square, PA 19073-	Phone: (610) 353-1978 Fax:	_____ _____	
Realty Landscaping Corporation <i>2585 Second Street Pike Newtown, Pa. 18940</i>	Phone: (610) 631-2523 Fax:	<i>NIB</i> _____ _____	
Jaszczak enterprise LLC 210 Carter Dr. Suite 5B West Chester, PA 19382-	Phone: (610) 430-1405 Fax:	_____ _____	
All seasons landscaping 3915 Market St. Aston, PA 19014-	Phone: (610) 494-8050 Fax:	_____ _____	
Dynamic Landscaping & Irrigation Inc. 6058 Spring Ave. Bensalem, PA 19020-	Phone: (215) 757-4424 Fax: (215) 757-1350	_____ _____	
RS Lawn Maintenance, Inc. 917 Pine Court Perkasie, PA 18944-	Phone: (267) 372-3848 Fax: (215) 257-7267	_____ _____	

Bidder's List- Continued

Bid Package Recipient	Contact Information	Amount Bid	Disqualification
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J. Margerison Landscaping, Inc. 6009 Indianwood Lane Collegeville, PA 19426-	Phone: Fax:	\$ 14,425.00	
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Green Edge Landscaping, Inc. 1401 Upper State Rd North Wales, PA 19454-	Phone: (215) 631-9412 Fax: (215) 631-9413	_____ _____	
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Chetti Landscaping 444 Commerce Lane, Suite B West Berlin, NJ 08091-	Phone: (856) 753-9950 Fax: (856) 753-9951	_____ _____	
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Trugreen Landcare LLC. 718 Gratham Lane New Castle, DE 19720-	Phone: Fax:	_____ _____	
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Main Line Turf Co. Po Box 796 Devon, PA 19333-	Phone: (610) 296-0233 Fax: (610) 296-5118	\$ 9450.00	
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Ruppert Nurseries 249 Chambers Rd Toughkenamon, PA 19374	Phone: 610-925-2711 Fax: 610-925-2701	\$ 17792.00	*
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***Disqualification Legend:**

- 1 = No Bid
- 2 = No Response
- 3 = Non Compliant (e.g. deviated from bid specs, terms, or conditions)
- 4 = Non-Responsive (e.g. failed to provide all required information; unable to bid on all items; counterproposals unacceptable)
- 5 = Other Reason (explain below or on attachment)

***Note:** Assessment of bid qualification and completion of the last column is done subsequent to the public bid opening. This form is to summarize reasons for disqualification. Detailed backup records of such reasons must be retained for vendor debriefing and audit purposes. When a bid is disqualified, the "Amount Bid" should be circled, and the reason for disqualification annotated in the last column.