

**Huntingdon Area School District
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652**

**Specifications and Quotation Form
For
Mowing & Grounds Maintenance**

**Quotation Form Due Date: 2 PM, April 11, 2018
Huntingdon Area School District Business Office
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652
(814) 643-4140**

HUNTINGDON AREA SCHOOL DISTRICT

REQUEST FOR QUOTATION GENERAL CONDITIONS

1. Bid Due: April 11, 2018 by 2:00 P.M. Public bid opening at that time in the Administrative Office. All proposals shall be submitted in a sealed envelope marked "HASD Mowing Bid".

There is a mandatory pre-bid meeting on Thursday, April 5 at 2:00 PM. Registration for pre-bid is required to Deb Low at 814-641-2126.

Service Period: Beginning May 1, 2018 and ending October 30, 2018.

No price changes are permitted during this period.

2. Intent:
The purpose of this bid is to secure a contractor for mowing services for Standing Stone and Southside Elementary Schools for the specified period.
3. Basis Of Award:
This contract will be awarded to the responsive and responsible bidder offering the lowest total cost for the three year period This bid is to service two (2) school buildings. Bids will be awarded on total cost of service for the both locations, not on an individual building basis.
4. General Information:
The Huntingdon Area School District is requesting proposals for regular lawn mowing services at the Standing Stone Elementary and Southside Elementary campuses.
5. Selection or Rejection of Quotations - The School District reserves the right to reject any or all quotations and waive any or all informalities in connection therewith at its discretion. All quotations shall be submitted subject to the General Conditions and Specifications listed herein, and for the quantities and qualities specified.
6. Preparation of Quotations:
When no reference or change is made, it is understood that the specific item named in the specifications shall be furnished.

Entries on the quotation document must be typewritten or legibly handwritten in ink. Changes, alterations, or interlineations in the quotation are not permitted.

All quotations are to be submitted on the School District itemized quotation sheet. *Only quotations submitted on these forms will be considered.*

Quotations shall show both unit prices and total prices extended to the nearest cent.

Figures shall include all charges including delivery F.O.B. at the destination called for in these General Conditions and Specifications. Figures shall also include all discounts.

7. Material Safety Data Sheets:

A Material Safety Data Sheet (MSDS) required by the U.S. Department of Labor, Occupational Safety & Health Administration shall be included with the quotation for each item, where applicable.

8. Contractor Evidence of Responsibility:

A Contractor may be required to furnish evidence in writing that such Contractor (a) maintains a permanent place of business and (b) has adequate equipment, finances, and personnel to furnish satisfactory and expeditiously the work specified and (c) is an authorized dealer which is authorized to provide necessary services and warranties for the work specified.

Contractor may not withdraw quote for a period of thirty (30) days after the date set for the receipt thereof. No rights shall accrue to any Contractor submitting a quotation until such quotation has been awarded and until purchase orders are delivered by the School District.

The successful Contractor shall not assign the performance of the contract nor any portion thereof to any other person without the prior written consent from the School District.

The successful Contractor agrees that in the event a school agency has accepted and paid for a shipment of specified item(s), but later discovers that the item(s) do not conform to specifications or requirements of the contract, the Contractor agrees to replace all of the non-conforming items with products that meet specifications and/or conform to the requirements of the contract without extra charge to the School District.

9. Compliance with Requirements:

Any inability to comply with the conditions and specifications as outlined must be clearly stated in the quotation.

10. Award - Contract:

The Contractor shall provide the services as outlined in the attached Proposal, Terms and Conditions. The School District reserves the right to accept or reject any quotation in whole or in part. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Pennsylvania.

11. Billing:

Invoices shall be sent to the Business Office, Huntingdon Area School District, 2400 Cassady Avenue, Suite 2, Huntingdon, PA 16652. The School District strives to process payment to vendors within 60 days from the billing date assuming all goods and services are properly received.

12. Default: Rights and Remedies:

In the event any property or service to be furnished by the Contractor should for any reason not conform to the contract or to the sample submitted by the Contractor with his quotation, the School District may reject such property or service. In such event, upon receipt of specific instructions from the Business Manager, the Contractor shall immediately remove any rejected property without expense to the School District and provide additional or alternative property as conforms to the specifications and samples.

Should the Contractor default in the performance of the Contractor's obligations under foregoing paragraph, or if the Contractor should default in furnishing the property or service in accordance with the specifications, the School District may procure such property or services from other sources and the Contractor shall be responsible for all costs, expenses, and damages sustained by the School District; and the School District, in addition to all other remedies, shall have the absolute right to deduct from any monies due to the Contractor, or that may come thereafter due to the Contractor, the amount and or any such costs, damages, or expenses incurred by the School District.

Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any quotation (or to any contract resulting from any quotation) shall be resolved by non-jury trial in the Court of Common Pleas of Huntingdon County, Pennsylvania; and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.

The rights and remedies of the Huntingdon Area School District under these requirements are in addition to any other rights and remedies provided by law or under the contract.

13. Damage to District /Private Property:

The Contractor shall take necessary precautions to protect District and Private property. Any damage to property resulting from the wrongful or negligent acts of the Contractor's employees shall be reported to the District representative immediately. The Contractor will be responsible for the repair or replacement of water, electric, telephone lines, hedges, shrubbery, trees, turf, fencing, curbs, buildings, etc., damaged during the course of their operation if found negligent. Such repairs or replacements must be accomplished immediately at the Contractor's sole expense. Replacement material/parts shall be identical, the same make and part or model number as that currently used or approved equal. In the

event the Contractor does damage District/Private property during the course of the mowing or trimming operation and such damage is not repaired within a seven (7) business days of notice by the District to the Contractor and upon the notification of the Contractor, the District shall reserve the right to make such repairs and bill or deduct from payment.

14. Laws:

All applicable laws shall be deemed to be part of the Specifications and the Contractor shall be responsible therewith.

15. Term:

Contracts will be for one mowing season, with a mutually agreed upon extension for up to two additional seasons. Season is define as mid-April through mid-October of each year, with exact dates to be coordinated with the Supervisor of Buildings and Grounds.

16. Termination:

Either party may terminate this Agreement for any reason by giving at least thirty (30) days advance written notice to the other, however termination shall not occur other than on the last calendar day of the month.

17. Employee Clearances:

Contractor employees who will be on school grounds must complete criminal background checks and clearances at the cost of the Contractor.

- a. Section 111 of the PA Public School Code of 1949, as amended, directs that independent contractors and their employees who provide services to a Pennsylvania School District and will have direct contact with children are required to obtain three background checks prior to employment and maintain currency every 5 years.
 - i. *Pennsylvania State Police Criminal History Record;*
 - ii. *Act 151 Department of Public Welfare Child Abuse Background Check*
 - iii. *Federal Criminal History Record Information.*
- b. In order to comply with Section 111, independent contractors and their employees must obtain required background checks and provide original documents to the Business Manager prior to the beginning of work in the District. The District will retain a copy of the background check information and return the originals to the contractor.
- c. A school entity may not engage or utilize the services of a contractor or employee who would have direct contact with children if the contractor or the contractor's employee's criminal history background check states that: he or she has been convicted of a crime specified in Section 111 of the Public School Code of 1949 or an equivalent Federal or out-of-state crime; ten (10) years have not elapsed from the expiration of the sentence for a crime specified in Section 111(f.1)(1); five (5) years have not elapsed from the expiration of the sentence for a crime specified in Section

111(f.1)(2); or three (3) years have not elapsed from the expiration of the sentence for a crime specified in Section 111(f.1)(3).

- d. District policy prohibits tobacco use, drugs and alcohol on public school property and the Contractor must strictly enforce these requirements amongst its staff. Contractor employees shall observe all rules of conduct for the District's property and roughhousing or loud/callous language by Contractor's employees shall not be permitted.

18. Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Huntingdon Area School District, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

19. Contractor Requirements:

- A Performance Bond for 10% of the bid amount shall be provided by the successful bidder.
- Proof of general liability and automotive liability insurance shall be provided to the District by the successful bidder.
- Notarized Non-Collusion Affidavit
- Chronic poor performance will result in forfeiture of Performance Bond.
- Two references with current contact information.
- Provide a list of equipment with model number and approximate age.

MOWING & GROUNDS MAINTENANCE SPECIFICATIONS

SERVICE TO BE PROVIDED AT:

Southside Elementary School
Standing Stone Elementary School

SPECIFICATIONS:

TURF AND LANDSCAPE MAINTENANCE:

- Remove all trash, branches, and debris prior to mowing.
- Mowing at each location will be conducted on an assigned day to present a uniform appearance while limiting disruptive mowing equipment at the schools. If weather disrupts a scheduled mowing, then mowing will be conducted on the following day.
- An assigned foreman that will have the necessary background to effectively manage this project must supervise all mowing. This person must be on site throughout all mowing operations. All turf areas will be mowed between 3”- 3 1/2.”
- Finished mowing areas shall not produce any visible grass clippings under any circumstances.
- All mowing will be done around the school buildings and play areas prior to the start of the school day or after dismissal in order to not disturb classes.
- No mowing is to take place when students are in close proximity.
- At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to students or staff. Mowers must have shrouds in the down position at all times.
- No abrupt turning or sliding of equipment shall occur which results in turf damage. It is the contractor’s personal responsibility to repair all damage within one (1) week of an incident.
- All bleachers and trash barrels that have a turf area located beneath will be shifted each week to mow and allow the turf to recover properly from a lack of sunlight and moisture.
- String trimming will be done as needed around signs, curbs, and parking lot concrete stops, and along road guardrails.
- All concrete sidewalks will be edged weekly with a string trimmer and monthly with an edging machine to maintain a visible edge between the sidewalk and turf.
- All debris will be blown/swept off of all sidewalks after mowing is completed.

- Maintain a weed free environment in all mulched beds and base of the trees. This process will include removal of weeds (a weekly walk through will occur at the time of each mowing) and the application of a pre/post chemical as necessary. *All chemical application will comply with the district's IPM policy.*
- Re-edging of all mulched beds will occur during odd-weeks with a string trimmer to ensure that a visible edge is maintained throughout the season.

EDGING AND MULCHING (Twice Yearly)

- All existing mulched beds and trees around the schools shall be edged with a mechanical edger, cleaned-out and re-mulched during the 2nd week of May and again in mid-September. At this time a pre and post emergent chemical shall be applied. *All chemical application will comply with the district's IPM policy.* The mulch to be used will be premium dyed black mulch.

INTEGRATED PEST MANAGEMENT POLICY

This specification is part of a comprehensive Integrated Pest Management (IPM) program for the property listed herein. IPM is a process for achieving long-term, environmentally sensitive pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM program include monitoring, physical, cultural, biological, and procedural modifications that reduce the food, water, harborage, and access used by pests. *Chemical controls are to be used only as a last resort after considering non-toxic options.*

Contractor Service Requirements:

- I. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, chemical application (when deemed necessary), and components of the IPM Program.
- II. The Contractor shall provide detailed site-specific recommendations to aid in reducing chemical use. The Contractor should use non-chemical methods whenever possible.
- III. The Contractor shall provide evidence of sufficient IPM expertise through training and/or practical IPM experience to carry out these responsibilities.
- IV. All services provided by the Contractor will be in compliance with all relevant Federal, State, and local laws.
- V. When chemical applications are deemed necessary, the Contractor shall notify the IPM Coordinator at minimum of four (4) days prior to said application.
- VI. The Contractor shall provide current product labels, EPA numbers, and Material Safety Data Sheets (MSDS) for all chemicals to the IPM Coordinator.
- VII. The contractor shall provide photocopies of the business' Pest Control License (BU) and Pesticide Applicator Licenses for every Contractor employee who will perform on-site chemical application under this agreement.
- VIII. The contractor shall work with the IPM Coordinator to ensure full compliance with state notification and posting requirements. It is the Contractors and the School Districts responsibility to post all chemical applications at least 72 hours prior to any chemical application. This sign must remain in place for a minimum of 48 hours after the application
- IX. It is the Contractors responsibility to notify any persons on the Pesticide Hypersensitivity Registry affected by application not less than 12 hours and not more than 72 hours prior to the pesticide application.
- X. The Contractor shall be responsible for documenting and sending to the IPM Coordinator a description of the service performed whenever chemical application is undertaken. This will include the location of application, a description of the service performed, chemicals used, the name of the Contractor's employee performing the service, the employee's Pesticide Applicators number, weather conditions, and date.

GROUNDS MAINTENANCE QUOTATION SHEET

1. TURF AND LANDSCAPE MAINTENANCE

COST PER VISIT

A. Standing Stone Elementary School \$ _____

B. Southside Elementary School \$ _____

2. EDGING AND MULCHING

COST/SERVICE

A. Standing Stone Elementary School \$ _____

B. Southside Elementary School \$ _____

REFERENCES

As part of the requirements for this proposal, the interested bidder must establish a successful record in the performance of like work or the supplying of like product. Please list two (2) current references below:

References	#1	#2
Company		
Contact Person		
Address		
Phone		
Email		
Service(s) Provided		

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the Bid Specifications and proposal which are made a part of the contract.

- 2) That should any part of this proposal be accepted in writing, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.

PROPOSAL: The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the Huntingdon Area School District named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone () -	Fax () -	

Bids are to be submitted in a sealed envelope marked “**HASD Mowing Bid**” by 2:00 P.M. on Wednesday, April 11, 2018 to:

Huntingdon Area School District
 Attention: Faith Swanson
 2400 Cassady Avenue, Suite 2
 Huntingdon, PA 16652

The Huntingdon Area School District reserves the right to accept or reject any or all bids.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. SS 1161 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connections with the prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of completion.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____ : Contract/Bid Title:
County of _____ : s.s.

I state that I am _____ of _____

(Title-print) (Name of my firm-print)

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) _____, its affiliates, subsidiaries, _____
(Name of my firm- print)
officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: _____

I state that _____ understands and
(Name of my firm- print)

acknowledges that the above representation are material and important, and will be relied on by Huntingdon Area School District 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 Huntingdon Area School District of the true facts relating to the submission of bids for this contract.

(Signature – Date)

(Print name and company position)

Sworn to and subscribed before me

This _____ day of _____, 2018.

Notary Public

My commission expires:

Southside Elementary



Standing Stone Elementary

