

# **Big Spring School District: 2019 Mowing and Trimming Bid**

## Description and Scope of Work

### Advertisement

The Big Spring School District will receive sealed proposals at 45 Mt. Rock Road, Newville PA 17241, until 1 pm prevailing time, on Wednesday, March 27, 2019 for lawn mowing services. The District reserves the right to reject any and all proposals and to waive informalities in the bidding. No proposal may be withdrawn for a period of sixty (60) calendar days after the scheduled closing of the receipt of the proposals. There is a mandatory pre-bid meeting on Thursday, March 21 at 10AM to examine school grounds. Registration for pre-bid is required to Nancy Stum at 717-776-2000 x1602. Proposal details are available at [www.bigspringsd.org](http://www.bigspringsd.org) under "Our District" tab.

### **Schedule (all dates 2019):**

*Advertise: 6 Mar, 13 Mar, 20 Mar*

*Pre-bid: Thursday, 21 March at 10 am (weather Friday, 22 March)*

*Final RFI: Friday 22 March, response posted on website Monday, March 25*

*Bids due: Wednesday, 27 March at 1 pm local time*

*Bid opening: Wednesday, 27 March at 1:10 pm at 45 Mt. Rock Road (District Office)*

*Tentative Board approval: Monday 1 April*

### INFORMATION

The Big Spring School District is requesting proposals for regular lawn mowing services at Oak Flat Elementary, Newville Elementary and the Mt Rock campus. Proposals may be submitted for one, two or all three areas. Contracts will be for two years with a mutually agreed upon extension for two additional years (max of four years total).

The District's expectations are for a high quality, neat and clean appearance for the final product. The Contractor shall provide all equipment and personnel required to complete the work as specified. Invoices shall be submitted for payment on a monthly basis. Failure to comply with the requirements and specifications shall be considered reason to terminate the contract, or reduce payment, at the School District's option.

Proposals will be evaluated on conformity to requirements, ability to fulfill specifications, references and price in order to obtain the best value and service. The proposals shall be reviewed by the District staff and recommendations will be made to the Board of Directors for final approval and action on a contract or contracts within sixty (60) days of the date of the receipt of proposals. The Big Spring School District reserves the right to reject any or all proposals or to award the contracts separately to different contractors or to a single contractor.

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### **A. General Conditions**

1. Key dates.
  - a. Proposals will be received no later than 1 pm prevailing time on Wednesday, March 27th, 2019 at the Big Spring School District, 45 Mt. Rock Road, Newville PA 17241.
  - b. There will be a public bid opening immediately following the 1:00 pm receipt deadline, also at 45 Mt. Rock Road, Newville.
  - c. A required pre-bid survey of the mowing areas will be conducted on Thursday, March 21, 2019 (weather date March 22, 2019). Call Nancy Stum at 717-776-2000 x1602 to register for the pre-bid; provide an email contact and she will email the location and the day's schedule.
  - d. The last day the District will accept requests for information or clarification is Friday, March 22, 2019 with responses posted to website on Monday, March 25.
2. Form of proposal
  - a. All proposals must be submitted in sealed envelopes marked "BSSD MOWING CONTRACT"
  - b. Proposals must be submitted on the Proposal Form provided; they must be typewritten or written with ink and must be signed by the bidder.
  - c. Each proposal must include two references with current contact information.
  - d. Provide a list of equipment with model number and approximate age.
  - e. Provide a list of employees, their ages and if they currently have all three mandated clearances.
  - f. Provide a picture of the uniform.
  - g. Provide proof of insurance with a minimum of \$200,000.
3. Proposal prices must be valid for a period of sixty (60) days from bid opening.
4. Changes or alterations in the proposal must be documented on the bid form. Any changes may, at the district's discretion, disqualify the Request for Proposal.
5. The School District is exempt from Federal Excise Tax and State Sales Tax and will execute a Tax Exemption Certificate when requested.
6. Any inability to comply with the conditions and specifications as outlined must be clearly stated in the quotation.
7. 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.

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9. It is mutually understood and agreed by and between the Board and the Proposer that the Board has the right to accept or reject all or any portion of the proposals submitted and to make the award in the best interest of the Big Spring School District. The Board reserves the right to award the bid on a per site basis or may make its award for all the items set forth in these specifications.

10. The District may reject a bid from any contractor who has a history of failing to provide timely, quality, and complete service on lawn mowing or other contract with the District or with any other municipality agency.

11. The Proposer agrees that if the contract is awarded to him, he will not assign, transfer, or sublet it, unless specific permission to do so is granted in writing by the School District.

12. The Proposer does hereby agree that, if awarded the contract under these conditions & specifications and in consideration thereof, he will indemnify and save harmless the Big Spring School District and the Board of School Directors, its members and staff, from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Big Spring School District and the successful Bidder, and further that upon the awarding of the contract to the undersigned Bidder in accordance with these specifications this agreement and indemnification shall automatically become effective.

### 13. Payment

a. Retainage in the amount of five percent (5%) will be held back from each amount approved for payment. The District will hold retainage until November 30 of each year. Damage claims that are not settled will result in a deduction from the contract retainage and/or reduction in payments due the contractor. Provided all requirements and specification are satisfied, the balance of the retainage amount will be payable prior to December 31 of each year.

b. The District, at its sole discretion, may add a five percent (5%) bonus for the entire contract amount to the retainage settlement payable after November 30 for professional, timely service which meets or exceeds the requirements and specifications of this contract.

c. The Contractor has 30 days from the start of this contract, or date of a new hire, to provide proof of clearances. Payment will be withheld on the 31<sup>st</sup> day.

d. Payments will only be made for complete and satisfactory mowing. No partial mowing will be considered for payment unless agreed upon beforehand by both parties as in the case of partial mowing under drought conditions.

14. Contractor will submit a performance bond within fourteen (14) days of the receipt of the notice of award in the amount of ten percent (10%) of the total bid price.

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### **B. CONTRACTOR'S RESPONSIBILITIES**

1. The Contractor shall provide all labor, supplies, equipment, materials and services to perform all its obligations and functions under this Contract in accordance with the below specifications for grass cutting and trimming in a professional and businesslike manner so that the landscape and turf areas are maintained in a healthy, vigorous growing condition and have a neat and clean appearance.

2. The Contractor shall provide for adequate equipment to meet all performance standards and shall provide qualified personnel over the age of eighteen (18) to operate such equipment. All equipment shall be kept in good working condition and all safety devices shall be operational and used. Mowing blades shall be kept reasonably sharp to avoid damaging the owner's property (turf) and Owner reserves the right to inspect blades and cease operation.

3. All employees of the Contractor will be in an identifiable uniform. Shirts shall have standard length short sleeves, shorts of appropriate length (no cutoffs) and pants/shorts shall be worn at waist level with no sagging or falling off permitted. No portion of the uniform shall include explicit, suggestive, crude or profane material or language. Access to buildings shall not be permitted unless prior approval is given by the building principal or grounds staff.

4. Twenty-four hours before each mowing the Contractor shall provide email notification to Grounds man (Mr. Sheeler) and The Building Principal, or office staff of any mowing to be done on the property.

5. 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 sprinkler system parts, 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 or retainage the cost of such repairs.

6. Contractor shall designate a representative who shall, 1) act as contact with the owner's representative and 2) shall be present at and responsible for operations on site and notify Mr. Sheeler (717 226 1507) upon or before arrival on site.

7. Contractor employees who will be on school grounds must complete criminal background checks and clearances at the cost of the Contractor. Evidence of this check/clearances must be provided to the District. The District will on a recurring and random basis check employee identification with clearances on hand.

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a. Section 111 of the PENNSYLVANIA 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:

- (1) Pennsylvania State Police Criminal History Record;
- (2) Act 151 Department of Public Welfare Child Abuse Background Check
- (3) 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 (where applicable) to the Superintendent or the Superintendent's designee 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. The District HR Coordinator is available to advise and assist in obtaining the clearances; however, the responsibility for the clearances remains with the Contactor.

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(e)(1) 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).

8. Pennsylvania law prohibits smoking, 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.

9. Parking and staging of Contractor vehicles and equipment shall take place in an area which does not disrupt traffic or school operation and activities.

10. Contractor shall provide proof of liability insurance with limits of liability not less than \$200,000 and workman's compensation insurance with limits of liability not less than required by law.

11. The Contractor acknowledges that time is of the essence to complete the work as specified. The Contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within an expedited time period.

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### **C. SAFETY**

1. All materials and performance of work will meet all Federal Occupational Health and Safety (OSHA) Laws currently in effect.
2. The Contractor shall take all necessary precautions for the safety of his/her employees on the job and of the general public. Operators must wear safety glasses and hearing protection, and operate machines safely. All equipment safety devices, including discharge deflectors must be in place and used.
3. The Contractor shall protect all planted areas, playground equipment, mulched/landscaped areas and plants during operations. Damaged material or areas shall be repaired and/or replaced by Contractor.
4. A Contractor representative shall immediately notify District staff in the event of damage, accident, injury, dangerous situation or other problem.
5. BSSD reserves the right to stop any work it deems is unsafe.

### **D. HOURS OF OPERATION**

1. Realizing the impact of weather on the successful performance of the contract, the District shall try not to restrict the hours of work; the Contractor may work 24 hours a day, 7 days a week. Note: Sunday work is discouraged unless necessitated by unfavorable weather conditions
2. Mowing of areas used for elementary gym classes must be completed by 9:00 a.m. and mowing in all play areas or in the vicinity of playgrounds shall be completed by 11:00 a.m.
3. All mowing in the vicinity of the athletic fields must be completed prior to 2:30 p.m. in order to avoid conflict with athletic events.
4. During the hour's classes are in session, the Contractor shall not be permitted to mow/trim within 30' of any building, athletic fields or playgrounds unless previous arrangements are made with the building principal or grounds staff.
5. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the District and the various users of these areas and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities in these areas.
6. School functions shall take precedence over mowing and Contractor shall be provided a schedule of school events, including activities, special events, testing and field days, during which no mowing shall be permitted.

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### **E. SPECIFICATIONS for REGULAR MOWING:**

1. All grass areas will be maintained at the recommended height for the species being managed (typically three [3"] inches). Other considerations will be given for the season and use of the lawn area being mowed.
2. Each mowing service will include grounds detail work i.e. string trimming and general grounds policing, cleaning of walkways and entrances, etc. and include removing all debris prior to and after operations.
3. Mowing will be done using patterns to permit recycling of grass clippings, present a neat appearance, and avoid lawn wearing spots. Timely mowing improves the appearance of the lawn as well as controls weeds.
4. Clippings and mowing debris will be removed from paved areas, sidewalks and entrances by dispersal with a blower or physical removal and returned to the lawn area.
5. Mowing immediately adjacent to buildings, playgrounds, landscaped areas or parking lots shall be done in such a manner that grass/debris discharged from a mower is not blown on the building walls, windows, plant beds, mulched or wood chipped areas or vehicles.
6. Mowing along the fence surrounding the track at the HS and along all edges of rubber surfacing must be done with a push mower. No wheels/tires, traffic/turning is permitted on any rubber surfaces. Any/all grass clippings/debris must be blown off any rubber surface after each mowing. Clippings shall not be discharged toward the track or the stone drain along the track.
7. Mowing shall not be performed when the ground is excessively wet and clumping of grass clippings or damage to the turf may occur.
8. Mowing schedule is at the sole discretion of the Groundsman. The Contractor should not assume any work needs to be done and undertake such work without the specific authorization of the Groundsman.
9. If weather disrupts a scheduled mowing, then mowing will be conducted on the following day.
10. The Contractor agrees that the Groundsman shall have the sole authority to determine that the work is properly completed and may direct the Contractor to redo any work that is not to his satisfaction at the Contractor's expense.

### **F. Definition of Contracts.**

This specification is for three separate and distinct contracts as shown at Enclosure 1; bidders may bid on one or all. The contracts are:

1. Mt. Rock Campus (High School, Middle School & Mt. Rock elementary)
2. Newville Elementary
3. Oak Flat Elementary

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Each contract will be for two years (2019 & 2020) and may be extended for two additional years (2021 & 2022) if both parties mutually agree in writing no later than Feb. 1, 2021. The price increase for the extended year may not exceed the consumer price index (CPI).

### **G. Proposal Evaluation Criteria**

1. Does the contractor have adequate equipment to meet all performance standards, including riding mower, push mower, string trimmer and blower?
2. Does the contractor have adequate personnel over age 18 to operate the equipment?
3. Has the contractor provided a picture of the employee uniform?
4. Has the contractor provided a certificate of liability insurance with a minimum of \$200,000?
5. Has the contractor provided two complete references?
6. Does the contractor have a history of failing to provide timely, quality and complete service on lawn mowing or other contract with the district or other agencies?
7. Is proposal form complete including list of equipment and personnel?
8. Combined cost of 2019/2020 pricing.



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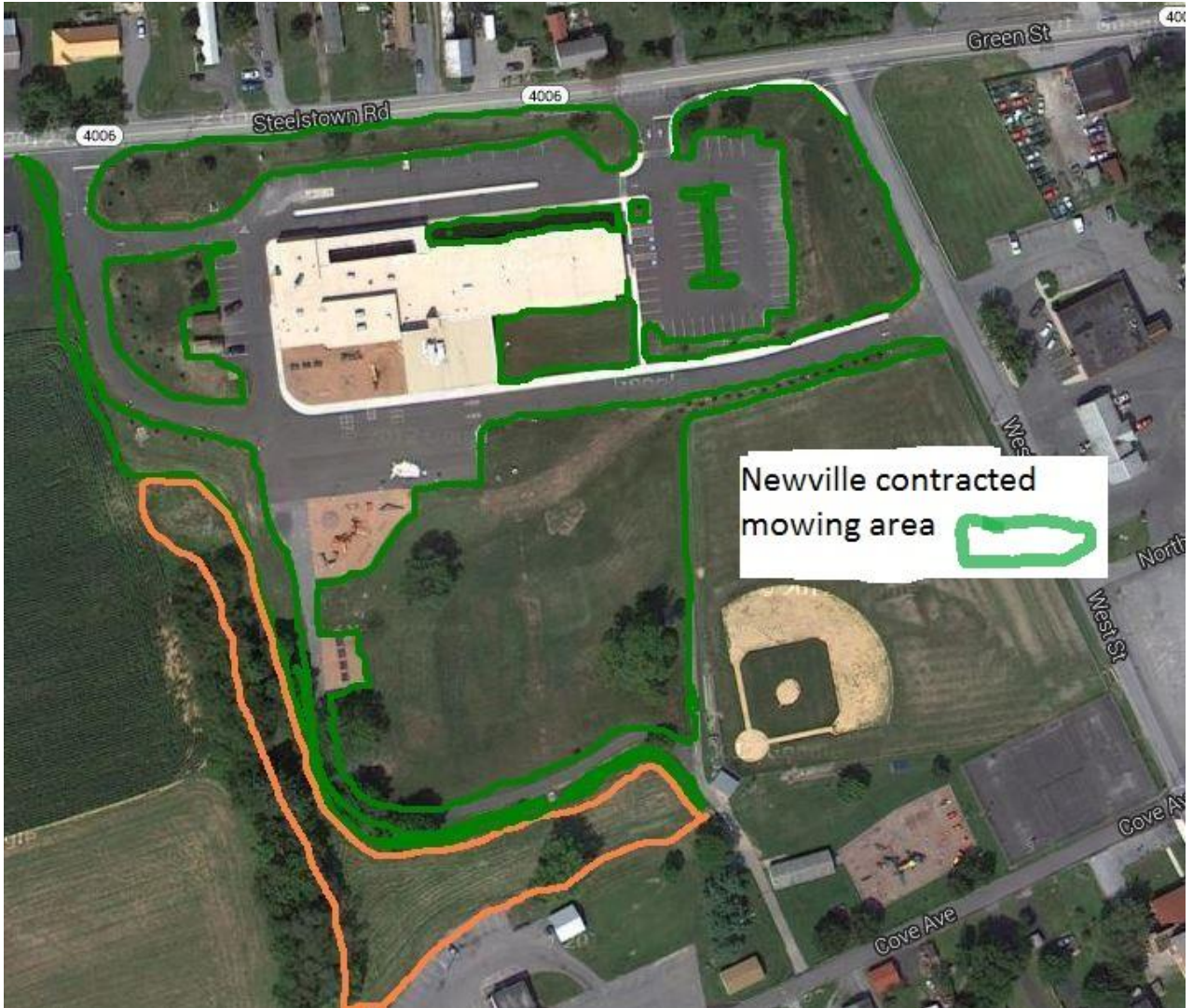
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