



**CANON-McMILLAN SCHOOL DISTRICT  
186 BOONE AVE  
STRABANE, PA 15363  
724-745-1941**

**LAWN MAINTENANCE SERVICES  
AT  
ALL LOCATIONS  
OF THE  
CANON McMILLAN SCHOOL DISTRICT**

## ADVERTISEMENT FOR BIDS

For

Lawn Maintenance Services at Various Locations

At

Canon McMillan School District

The Canon McMillan School District is receiving bids for the following Contracts:

- Lawn Maintenance Services at All Locations

Canon McMillan School District, the Owner, will receive separate sealed Bids for these services until the time and date and at the place scheduled below. The Bids will be publicly opened and read aloud in the Conference Room of the Support Facility Office. The clock in the Conference Room will determine prevailing time for receipt of bids. The District invites interested parties to attend.

BID DUE DATE:	<u>April 17, 2018</u>
BID DUE TIME:	<u>1:00 pm</u>
PROJECT:	Lawn Maintenance Services at All District locations
PLACE OF RECEIPT/OPENING:	Attention: Matt Harding, RCDD Canon McMillan School District 186 Boone Ave, Strabane, PA 15363
SITE VISIT: contact	To request a district property site visit  Reggie Hale - Facilities Coordinator 724-745-1941 Ext 9008 haler@cmsd.k12.pa.us

Bidders may obtain the Bidding Documents by visiting the district website at [www.cmsd.k12.pa.us](http://www.cmsd.k12.pa.us).

The District reserves the right to reject any or all Bids and to waive any informalities or irregularities in any Bid received.

**SPECIFICATIONS FOR SERVICE CONTRACT  
FOR  
LAWN MAINTENANCE SERVICES  
AT  
ALL SCHOOLS AND PROPERTIES OF THE  
CANON MCMILLAN SCHOOL DISTRICT**

**1. SCOPE OF THE WORK**

- A. Proposals will be evaluated by the owner and all decisions regarding the awarding of contracts will be exclusively at the discretion of the owner.
- B. Furnish all labor, tools, equipment, chemicals, material and services necessary to perform lawn maintenance services at the various buildings and properties of Canon McMillan School District for the period of thirty-six months, commencing May 1, 2018 through April 30, 2021.

- 1. The contractor shall provide a base bid and unit prices for the various alternates, which may be utilized as needed.
- 2. The School District has the right to alter or reduce locations, without compensation to the contractor.
- 3. Contractor shall provide the School district with a phone number that will answer 24 hours a day.
- 4. The Contractor shall also be issued a supply of “ Services/Contractor Report” forms, which must be filled by the contractor and signed by the Head Custodian, Building Secretary or District Authorized employee.
- 5. Base bids shall include the cutting of all grass areas when they are approximately 4” high to an acceptable level based on time of the year. Also trimming of all edges, along fences, sidewalks, curbs, removal of dead limbs, shall be performed at each cutting. The contractor must also clean the area after completion of the cutting to remove grass, litter, etc.
- 6. See the attached site plans of each building for the approximate areas that must be included in the base and alternate bid prices. All bids must be submitted on the bid forms
- 7. All contractors must wear company identifying uniforms at all times. The use of profanity will not be tolerated, along with any uses of tobacco products on school district property.
- 8. The term of this contract will be from May 1, 2018 through April 30, 2021.

- C. This agreement may be terminated by either party giving not less than thirty (30) days written notice of their intention to terminate. Neither party shall be liable in any manner whatsoever to the other on account of such termination.

## **2. QUALIFICATIONS OF BIDDERS**

- A. All bidders submitting Proposals for the work herein described shall meet the following qualifications and shall submit with their bid the qualification form attached hereto:
1. Shall have been in the business Commercial Lawn Maintenance for a period of at least five (5) years.
  2. Employs full-time technicians who have a minimum of five (5) years experience in Lawn Care Business.
  3. Communication Facilities
    - a. The Contractor shall maintain an emergency telephone number 24 hours per day. A back-up number or numbers shall also be made available.
    - b. During the normal weekday working hours of 7:30 a.m. to 4:30 p.m. the Contractor shall maintain adequate telephone facilities to have calls for service answered by a qualified service man.
  4. The Contractor shall not sublet this Contract nor assign the same by power of attorney, or otherwise.

## **3. REQUIRED BACKGROUND CHECK**

- A. Awarded bidders will follow the districts required background clearances policy. All contractors working on district properties will need to submit all employees. All cost associated to obtained clearances will be covered by awarded contractor. You will need to submit all employee clearances to the district prior to start date. Clearances must not be older than 12 months.

### **1. Pennsylvania State Police Act 34 Clearances**

All workmen on this project must have an annual Pennsylvania State Police Act 34 Clearance Affidavit. Attesting the Clearance should be carried by each individual workman when on the premises or in the building. A copy of the Affidavit must be filed with the District Facilities Department Office, reviewed and approved by the District, prior to that workman performing work on the site. The cost of obtaining this "Clearance" shall be the responsibility of the bidder.

2. **Department of Public Welfare Act 151 Official Clearance Statement**

All workmen on this project must have an annual Department of Public Welfare Act 151 Official Clearance Statement, (OCS) pursuant to Chapter 63 of 23 PA Consolidated Statutes Annotated relating to the Child Protective Services Law, the OCS should be carried by each individual workman when on the premises or in the building. A copy of the Clearance must be filed with the District Facilities Department Office, reviewed and approved by the District, prior to the workman performing work on the site. The cost of obtaining the Official Clearance Statement shall be the responsibility of the Contractor.

3. **Pennsylvania Department of Education (PDE) FBI Federal Criminal History**

Records for Prospective Employees effective March 13, 2007: Act 114 of 2006, Section 111 of the Public School Code was amended effective April 1, 2007. All contractor employees who will be working in the District's facilities must provide to the District a copy of their Federal Criminal History Record that cannot be more than one (1) year old. The FBI Federal Criminal History Record should be carried by each individual workman when on the premises or in the building. A copy of the Report must be filed with the Facilities Department, reviewed and approved by the District, prior to the workman performing work on the site. The cost of obtaining the Report shall be the responsibility of the Contractor.

4. **COMPENSATION**

- A. The Contractor hereby agrees to accept compensation for Lawn Maintenance Services hereinbefore described to be done under this agreement, at the price or prices, amount or amounts as stated in this proposal.
- B. No additional compensation will be allowed for consumable items or changes in fuel or labor costs.

5. **MISCELLANEOUS PROVISIONS**

- A. Prior to commencing any work, Contractor shall provide proof of insurance, which shall be written for limits of not less than the Following:

Comprehensive General Liability	\$2,000,000
Property Damage	\$2,000,000
Products Comp./ Gen. Aggregate	\$2,000,000
Automobile Liability	\$2,000,000
Workers Compensation	Statutory limit

The insurance certificate must require the insuring company to provide thirty (30) days prior written notice to the Owner of its intent to cancel or terminate coverage. The owner shall be named as an additional insured.

- B. No person shall be employed to do work under such contract except competent and first-class workman and mechanics. No workman shall be regarded as competent and first-class, within the meaning of the Pennsylvania School Code, except those who are duly skilled in their respective branches of labor.

**“This Contract is not governed by the Pennsylvania Prevailing Wage Act.”**

- C. Resident Workmen Requirement: As required by Section 754 of the Public School Code of 1949 (Act of March 10, 1949, P.L. 30) all laborers and mechanics employed under this Contract shall have been residents of Pennsylvania for at least ninety (90) days prior to their employment. Failure to comply with this provision shall be sufficient legal reasons to refuse payment of the Contract Price to the Contractor.

- D. Labor Discrimination – Public school Code: According to 62 PA. C.S.A. paragraph 3701, the Contractor agrees:

1. In hiring employees for the performance of work under this Contract, or any subcontract, no Contractor, Subcontractor, or any person acting on behalf of such Contractor or Subcontractor, shall, by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

2. No Contractor or Subcontractor, or any person acting on behalf of such Contractor or Subcontractor shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of gender, race, creed or color.

3. This Contract may be cancelled or terminated by the Owner and all money due to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the Contract.

- E. Pennsylvania Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222, of October 27, 1955 (P.L. 744) (43 P.S. Section 951. ET. Seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth’s non-discrimination clause in 16PA Code 49, 101.

- F. Owner’s Authority in Employment: Should the Owner deem anyone employed on the work incompetent or unfit for his duties, and so certify, the

Contractor shall dismiss him and he shall not be employed on the work again without the permission of the Owner.

- G. Owner may terminate the Contract with or without cause by giving Contractor thirty (30) days written notice per 1.01 C. In the event that Owner exercises this right, Contractor shall be entitled to compensation for services provided prior to the date of notice.
- H. Contractor shall, at its own expense, obtain all necessary permits, and licenses and pay all sales tax necessary to perform the work under the Contract. Contractor shall also comply with all laws and regulations of governmental agencies having jurisdiction over the work.
- I. Any Claims, disputes or other controversy, except controversies or Claims relating to aesthetic effect, arising out of or relating to this Agreement or breach thereof, shall, at the option of the Owner, and in the Owner's sole discretion, be sent to arbitration, or in the alternative, instituted by way of legal or equitable proceedings in the appropriate court. The Owner shall within thirty (30) days of notice of a claim or making claim, advise the contractor in writing whether the claim shall be referred to arbitration as provided for herein or should be instituted by way of an action in court. If arbitration is elected, such arbitration shall be in accordance with the Construction Industry Arbitration Rules of The American Arbitration Association currently in effect, unless the parties mutually agree otherwise.

**6. CONTRACTOR LIABLE FOR DAMAGES**

- A. The contractor, at his own expense, shall restore to original condition any property damaged due to his work on this Contract, on Canon McMillan School District sites and on adjacent properties.

**7. INSPECTION AND REPORT FORMS**

- A. The Contractor shall also be issued a supply of " Services/Contractor Report" forms, which must be filled by the contractor and signed by the Head Custodian, Building Secretary or District Authorized employee. No invoices will be paid without the attached signed authorized form.

Provide company name, address and telephone number and contact person of a reference in which bidder has provided inspection, adjustment and maintenance service in the last five (5) years. Provide minimum of three.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Have you ever been terminated or have you had a maintenance contract cancelled prematurely?

Yes/No  
When: \_\_\_\_\_  
Why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you in the last three (3) years been involved as a defendant (respondent) in an arbitration or court proceeding involving your performance?

Yes/No  
If yes, state the parties involved and the case or docket number and a brief understanding of the case(s).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list the names, titles and experience and certifications of individuals who will be primarily involved with the performance of your on-site services if awarded the contract.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Experience/certifications: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Experience/certifications: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Experience/certifications: \_\_\_\_\_



Attach Additional Sheets if Necessary

RELEASE

The following statement *must* be signed and dated by the Bidder as part of his/its Bid; failure to do so will result in disqualification of the bidder's bid as incomplete.

THIS IS TO AUTHORIZE THE PERSONS AND REFERENCES IDENTIFIED HEREIN, AS WELL AS ANY OTHER REPRESENTATIVE OF BUSINESSES/AGENCIES/SCHOOL DISTRICTS WITH PROJECTS WITH WHICH I OR MY COMPANY HAS BEEN INVOLVED, TO SPEAK FREELY AND WITHOUT HESITATION TO REPRESENTATIVES OF THE CANON MCMILLAN SCHOOL DISTRICT, RELATIVE TO ANY OF THE ABOVE MATTERS OR ANY OTHER SUCH PROJECTS, HEREBY RELEASING ALL PERSONS, FIRMS AND CORPORATIONS WHETHER NAMED HEREIN OR NOT, FROM LIABILITY OR FROM ANY ACTION, SUIT, CLAIM OR DEMAND ARISING OUT OF THE RELEASE OF SUCH INFORMATION.

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title  
Address  
Date

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (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) \_\_\_\_\_ its affiliates, subsidiaries,  
(Name of my firm)

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 in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that \_\_\_\_\_ understands and acknowledges  
(Name of my firm)

that the above representations are material and important, and will be relied on

By 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 of the true facts relating to the submission.

\_\_\_\_\_(Name of public entity)

bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

My Commission Expires

**CANON-MCMILLAN SCHOOL DISTRICT  
BUILDING ADDRESSES**

CANON-MCMILLAN HIGH SCHOOL  
ELM STREET EXTENSION  
CANONSBURG, PA 15317  
724-745-1400

CANONSBURG MIDDLE SCHOOL  
25 EAST COLLEGE STREET  
CANONSBURG, PA 15317  
724-745-9030

CECIL INTERMEDIATE SCHOOL  
3676 MILLERS RUN ROAD  
MCDONALD, PA 15057  
724-745-2623

NORTH STRABANE INTERMEDIATE  
20 GRIFFIN DRIVE  
CANONSBURG, PA 15317  
724-873-5252

BORLAND MANOR ELEMENTARY SCHOOL  
30 GRIFFIN DRIVE  
CANONSBURG, PA 15317  
724-745-2700

FIRST STREET ELEMENTARY SCHOOL  
803 FIRST STREET DRIVE  
CANONSBURG, PA 15317  
724-745-3130

HILLS-HENDERSONVILLE ELEMENTARY SCHOOL  
50 MAYVIEW ROAD  
CANONSBURG, PA 15317  
724-745-8390

MUSE ELEMENTARY SCHOOL  
BOX 430  
40 MUSE SCHOOL STREET  
MUSE, PA 15350  
724-745-9014

SOUTH CENTRAL ELEMENTARY SCHOOL  
230 SOUTH CENTRAL AVENUE  
CANONSBURG, PA 15317  
724-745-4475

WYLANDVILLE ELEMENTARY SCHOOL  
1254 ROUTE 19  
EIGHTY-FOUR, PA 15330  
724-222-2507

ADMINISTRATION BUILDING / STADIUM  
CANON-MCMILLAN SCHOOL DISTRICT  
1 NORTH JEFFERSON AVENUE  
CANONSBURG, PA 15317  
724-746-2940

MCDOWELL FIELDS  
MCDOWELL LANE  
CANONSBURG, PA 15317

SUPPORT FACILITY  
CANON-MCMILLAN SCHOOL DISTRICT  
186 BOONE AVENUE  
STRABANE, PA 15363  
724-745-1941