BID CONDITIONS AND SPECIFICATIONS

LANDSCAPING MAINTENANCE - District Grounds

Bid Number 2015-06

Submission Date and Time: Tuesday, February 17, 2015 at 2:30 p.m.

Bid Opening Date and Time: Tuesday, February 17, 2015 at 2:30 p.m.

Destination for Delivery of Bid: Centennial School District
Business Office
Administration Building
433 Centennial Road
Warminster, PA 18974-5455
CENTENNIAL SCHOOL DISTRICT
Warminster, PA  18974-5455

General Conditions

LANDSCAPING MAINTENANCE BID NO. 2015-06

January 2015

The Centennial School District solicits sealed bids for Landscaping Maintenance for four (4) years, April 1, 2015 through March 31, 2019, in accordance with the following specifications and general conditions:

1. Bids shall be delivered sealed and plainly marked "Landscaping Maintenance Bid No. 2015-06", to Ms. Katie Braun, Administration Building, Business Office, 433 Centennial Road, Warminster, PA 18974-5455, on or before 2:30 p.m., Tuesday, February 17, 2015. Bids will be opened at 2:30 p.m. Tuesday, February 17, 2015.

2. Each bid with an annual cost totaling $10,000 or more must be accompanied by a Certified or Bank Issued Check or Bid Bond, made payable to Centennial School District, in the amount of 10% of the total first year annual bid as a guarantee of successful completion of the contract. All checks submitted with bids will be held uncashed and returned to all unsuccessful bidders when bids are awarded.

3. Bids shall not be withdrawn within 90 days of bid opening except as outlined within the bid specifications.

4. Bid shall be submitted on the bid form provided for as part of these specifications.

5. All inquiries concerning the intent of these specifications may be made to Mr. Michael P. Kordelski 215-441-6000 ext. 11021.

6. Insurance - The Contractor shall purchase and maintain throughout the period of contract, insurance listed below and shall provide evidence of such by submitting Certificates of Insurance to the School District within ten days of contract award.

7. Commercial General Liability - Coverage to include products and/or completed operations subject to a minimum combined single limit for bodily injury and/or property damage of $1,000,000 each occurrence; $1,000,000 general aggregate; and $1,000,000 products/completed operations aggregate.

Automobile Liability - Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of $1,000,000.

Workers’ Compensation - Coverage to statutory and include all employees of contractor and/or any subcontractors.

Umbrella Liability - Coverage should be in the amount of $3,000,000 each occurrence and $3,000,000 aggregate. The conditions are:

   a. All certificates to contain thirty (30) day notice of cancellation.
b. It is the obligation of the contractor to obtain and furnish the School District Certificates for any subcontractors, subject to the above terms and conditions.
c. All General Liability policies shall provide a per job location aggregate.
d. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the School District.

8. All proposals must be submitted on the forms provided with these specifications.

9. Contractors shall visit each of the Centennial School Building sites to determine for themselves the areas to be cut.

10. A contract year shall be from April 1 through March 31 the following year. The contract shall begin on April 1, 2015 and end on March 31, 2019 of the fourth year.

11. **The Contractor shall agree to adjust the cost of services if school property is no longer being** serviced due to sale of property or construction during the length of the contract. Owner will inform contractor of changes at least one month prior to stop of service and change in contract totals.

12. The Contractor shall provide an annual and per cut cost. The per cut cost will only be used to adjust the annual cost if service is eliminated at any of these locations.

13. In the event that service is unsatisfactory, the Centennial School District reserves the right to terminate this contract. If the contract is terminated, payment will be made on a prorated basis, based upon the cuts that have been made.

14. Upon receipt of a contract award and before work begins, the successful bidder shall file with the School District Business Office, the Certificates of Insurance for the insurance required in these General Conditions and Specifications in the amounts as specified.

15. The Centennial School Board reserves for itself the right to accept proposals, in part or in whole, to reject any and all proposals, and to determine for itself what shall be acceptable as best meets the needs of the Centennial School District.

16. Failure to complete and return the enclosed Non-Collusion affidavit with your bid will result in disqualification.

17. Bidder agrees to adhere to Anti-Discrimination Clause included within the contents of this bid.

18. As of April 1, 2007, the Pennsylvania Legislature has changed the Background Check requirements in the Public School Code, 24 P.S. sec 1-111. Centennial School District requires all contractors, subcontractors and their employees who may come in contact with children to have a valid Criminal History Report (Act 34), Pennsylvania Child Abuse History Clearance (Act 151), and FBI Criminal History Record (Act 114) on file with the District. The Contractor shall submit the originals to the District to copy. The District will return the originals to the Contractor to keep on record. This applies to any new employee who performs service for the District during the contract.

19. Contractor must have a Pesticide Application Business License and Pesticide Certification for category 7 or category 23 issued by the Commonwealth of Pennsylvania. All
applications of Pest Management Treatments shall be in accordance with all applicable laws including Act 36 of 2002. Notification shall be made to the School District at least 5 days prior to treatment to allow the District time to make notifications.

20. Please note: a Driver’s License, State issued ID, or Military ID is required to enter all Centennial School District Schools.

Supplies and Equipment

The Contractor will furnish all landscape equipment and supplies necessary to perform the work outlined in this proposal in a professional manner. This will include fertilizers, weed killers, and all equipment.

Services - Mowing

1. All tailored lawn areas, at the School District’s seven (7) locations, will be mowed on a weekly basis depending on the weather and growing conditions. (See No. 11 above for change to locations). Regular mowing of the tailored lawn areas will begin approximately April 15 of each year and continue through approximately October 31 of each year. There will be an average of twenty-eight (28) mowings during the growing season.

2. Any litter or debris on the lawn will be removed prior to mowing.

3. There will be no trimming provided in this contract; only maintenance on the large lawn areas.

4. McDonald Elementary School mowing services shall include all the lawn North, Northeast, Northwest to the end of the property line and also the entire berm to the West of the building in its entirety.

Services – Fertilization and Weed Control - Seeding

Athletic Fields as follows:

William Tennent High School - practice Football field, three (3) Soccer fields, two (2) Field Hockey fields, two (2) Baseball fields

Log College Middle School - Soccer field

1. The athletic fields will be treated twice with a weed killer (broadleaf and dandelion) each year during the contract period. Spraying to be done in the fall and spring with Trimec Classic weed killer.

2. All the above athletic fields will be treated with a pre-emergence herbicide (Barricade) in the spring (mid April to early May) each year to control crabgrass.

3. The Log College Middle School field will be treated with the specified fertilizer three (3) times each year during the contract period as follows:

   Late Spring/mid May to early June, 5-10-5, 50% organic
   Early Fall/late September to mid October, 10-20-20, Sulfur Coated Urea
   Late Fall/early November to mid December, 40-0-0, Urea

All applications of chemicals shall be in accordance with the manufacturers’ recommendations.
**Centennial School District Building Locations**

The following lists the names and addresses of the Centennial School District locations where grass is to be cut:

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Approx. Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>30</td>
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<tr>
<td>433 Centennial Road</td>
<td></td>
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<tr>
<td>Warminster, PA 18974</td>
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<tr>
<td>Davis Elementary School</td>
<td>13.6</td>
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<tr>
<td>475 Maple Avenue</td>
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<tr>
<td>Southampton, PA 18966</td>
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<tr>
<td>Klinger Middle School</td>
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<tr>
<td>1415 Second Street Pike</td>
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<tr>
<td>Southampton, PA 18966</td>
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<tr>
<td>Log College Middle School</td>
<td>40</td>
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<tr>
<td>730 Norristown Road</td>
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<tr>
<td>Warminster, PA 18974</td>
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<tr>
<td>McDonald Elementary School</td>
<td>30</td>
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<tr>
<td>666 Reeves Lane</td>
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<tr>
<td>Warminster, PA 18974</td>
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<tr>
<td>William Tennent High School</td>
<td>83</td>
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<tr>
<td>333 Centennial Road</td>
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<tr>
<td>Warminster, PA 18974</td>
<td></td>
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<tr>
<td>Willow Dale Elementary School</td>
<td>21.9</td>
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<tr>
<td>720 Norristown Road</td>
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<tr>
<td>Warminster, PA 18974</td>
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Attached is a map showing the location of each building.
ANTI-DISCRIMINATION CLAUSE  
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the contractor agrees:

   a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;

   b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;

   c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

   d. That this contract may be canceled or terminated by the school district, and all money due or 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.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act. 73 P.S. 1611 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 connection with the submission of bids are unlawful and may be subject to criminal 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 submissions 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 competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

Contract/Bid No. __________
State of _________________________ : s.s.
County of _________________________ :

I state that I am _______________________________ of ________________________________________________ (Title) (Name of Company)
and that I am authorized to make this affidavit on behalf of my firm, 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 the 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 the bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) ____________________________________ (Name of my firm) understands and acknowledges its affiliates, subsidiaries, 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, except as follows:

I state that ____________________________________ (Name of my firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Centennial School District when recommending for award 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 the Centennial School District of the true facts relating to the submission of bids for this contract.

___________________________________
(Print Name of Authorized Person and Company Position)

Signature of Authorized Person

Sworn to and subscribed before
me this ____________ day of
____________________, 20__

__________________________
My commission expires _______________________

Notary Public
AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR
OF THE CENTENNIAL SCHOOL DISTRICT TO COMPLY
WITH ACT §111 OF THE PUBLIC SCHOOL LAWS

1. This agreement is part of the agreement between the undersigned business person or entity and the Centennial School District, dated ______________________, for the sale of goods or the provision of services as an independent vendor or contractor in the nature of: ____________________________________________________________, Bid/Quote No. ________________________.

2. The undersigned understands that after January 1, 1986 independent contractors and their employees hired after that date must comply with §111 of the School Code, which provides, among other things, that a CRIMINAL HISTORY INFORMATION RECORD SEARCH must be obtained for each employee who could come into contact with school children, showing that such employees have not been convicted of certain crimes. A copy of the law is available upon request.

3. It is agreed that the Centennial School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the School District, hereby agrees to indemnify and hold harmless the District and all District employees for all losses, including costs of counsel and all expenses incident thereto.

Dated: ______________________ 20___ By: ________________________________ (Seal)

(Proprietor, Authorized Officer or Partner)

(Corporate Seal, if applicable)

Witness or Attest:

__________________________________

Business Name and Address of Vendor/Independent Contractor

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
We propose to provide landscaping services according to the specifications of Bid No. 2015-06 of January 2015 for the following annual bid amounts:

<table>
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<tr>
<th>Annual Cost</th>
<th>04/01/15 through 03/31/16</th>
<th>04/01/16 through 03/31/17</th>
<th>04/01/17 through 03/31/18</th>
<th>04/01/18 through 03/31/19</th>
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<td>Administration Building</td>
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<th>Per Cut Cost</th>
<th>04/01/15 through 03/31/16</th>
<th>04/01/16 through 03/31/17</th>
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We have visited the sites and have a thorough understanding of the specifications.
LANDSCAPING MAINTENANCE
BID FORM

February 17, 2015
Bid 2015-06
Page 2 of 2

Amount of Certified Check or Bid Bond enclosed $______________________

The Non-Collusion Affidavit is signed and attached ______________________

The agreement to comply with Section III of the Public School Code is signed and attached. ______________________

Pesticide Application Business License (copy attached) ______________________

Pesticide I.D. No. (Copy attached) ______________________

We agree to submit the required clearances for all employees who will be providing services to the School District beginning April 1, 2015 through March 31, 2019. ______________________

(Please initial)

_________________________________________
Authorized Signature

_________________________________________
Firm

_________________________________________
Address

_________________________________________
Email Fax No.

_________________________________________
Phone No. Date