



PALMYRA AREA SCHOOL DISTRICT BID PACKAGE

2019-20 Athletic Field Maintenance

**BID SUBMISSION DEADLINE
December 19, 2018
1:00 p.m.
Palmyra Area School District
District Office
1125 Park Drive
Palmyra, PA 17078**

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Invitation to Bid

Sealed Bids are requested for “2019-20 Athletic Field Maintenance” for the Palmyra Area School District.

Bids will be received in the Business Office of the Palmyra Area School District, 1125 Park Drive, Palmyra, PA 17078 until December 19, 2018 at 1:00 p.m., prevailing time. Bids will be opened in the Boardroom of the District Office, 1125 Park Drive, Palmyra, PA 17078 on December 19, 2018 at 1:30 p.m. Bids are scheduled to be accepted or rejected by the Palmyra Area School District Board of Education within thirty (30) days of the bid opening.

Instructions, Bidding Forms, and Specifications may be obtained from the Business Office, Palmyra Area School District, 1125 Park Drive, Palmyra, PA 17078 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Bids must be submitted on the “BID RESPONSE” form included in this packet. Supplemental documentation is permissible. Bid submissions should be in sealed envelopes that are clearly marked: “2019-20 Athletic Field Maintenance”.

Notice is hereby given that the project(s) for which bids are being solicited may be project(s) constituting a Public Works Project, and may be subject to applicable provisions of the Pennsylvania Prevailing Wage Act (P.L. 987 of August 15, 1961) as amended and supplemented, and appropriate prevailing minimum wage rates must be paid by Bidders in conjunction with the performance of the necessary work.

The Palmyra Area School District reserves the right to waive any informality and to accept or reject all or any part of any or all bids.

Heath Dresch
Supervisor of Buildings & Grounds
November 14, 2018

Instructions to Bidders

Description: 2019-20 Athletic Field Maintenance for the Palmyra Area School District (PASD).

Application Schedule: Application times are provided for guidance purposes.

Standard of Quality: All products used must be approved by district prior to use.

Pre-Bid Inspections: All bids are awarded with the understanding that the Bidder is acquainted with all of the requirements of the contracts; the plans and specifications; the conditions of the site; and has obtained all information necessary for the completion of this project. The Bidder shall not at any time after the submission of a bid, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract. Prior to any contractor, subcontractor, or supplier visiting the site for the purpose of gaining acquaintance with the conditions, the Bidder shall contact Heath Dresch, Supervisor of Buildings & Grounds by telephone (717-838-3496).

Notice to Bidders: During the bidding period, bidders may be furnished bulletins for additions, corrections, or modifications to the plans and/or the specifications. The subject matter in any such "Notice to Bidders" must be included in the proposal and subsequent contract. Failure of the bidder to acknowledge any/all notices on his proposal may be sufficient cause for rejection of the bid.

Acts 34, 114 & 151 Clearances: The Bidder must provide proof of clearances required under Acts 34, 114 & 151 to the owner for each workman or employee who will be employed on this project(s). This requirement shall also apply to all subcontractors employed on this project(s). This information shall be complete and submitted to the owner prior to the commencement of work on the project(s).

Insurance: The successful bidder shall submit evidence, satisfactory to the owner, that it has insurance coverage for Worker's Compensation, Special Liability and Property Damage and Automobile equal to or in excess of the limits described below. The certificates of such insurance shall carry an endorsement to the effect that the insurer will defend the owner in the event the owner becomes a party to any litigation as a result of the activities of the contractor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. **Insurance policy certification must accompany the bid proposal.**

- **Worker's Compensation Insurance** shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
- **Bodily Injury and Personal Injury Insurance, Products and Completed Operations** shall be written at a limit of not less than Two Million Dollars

(\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) for total aggregate liability. Coverage should be provided on a per project basis. The policy should include herbicide pesticide coverage. Coverage must be provided for all mobile equipment.

- **Property Damage Insurance** shall be written at a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and Two Million Dollars (\$2,000,000) for total aggregate liability (district additionally name as insured); and
- **Comprehensive Automobile Liability Insurance** shall be maintained throughout the term of any ensuing contract to cover owned automobiles; leased, hired or rented automobiles; employers' non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment. The limits of liability shall be no less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

Uninterrupted Services: Alterations and additions shall be based on the continued use of the school throughout the school year and, therefore, requires that this work be done in a manner and/or on a schedule to avoid any disruption of the daily operations of PASD.

Cleaning, Removal of Debris, Etc.: All rubbish and debris resulting from work on this contract and/or materials deposited on the site by others during the period of this contract shall be removed and legally disposed of by the contractor. The contractor shall keep each project area and the entire site clean and all public rights-of-way clear at all times. All PASD property, including but not limited to roadways, trails, parking lots and grass areas, will be cleaned of heavy mud and debris on a daily basis, whether the mud was produced by the intentional or unintentional acts of the Bidder and/or its subcontractors or suppliers. No burning of combustible materials will be permitted on the site(s). In the event that these conditions are not maintained, the owner reserves the right to return the site(s) to acceptable condition, at the Bidder's expense. The Bidder shall comply with all applicable laws and ordinances governing the removal and disposal of debris, rubbish and trash on and off the project area and shall commit no trespass on or off public property in any operation due to or connected with this project(s). All PASD property shall be returned to a condition that is at least comparable to the condition at the start of the project.

Protection: The Bidder shall furnish all labor, materials, and equipment necessary for the protection of the building, occupants, all furnishings and equipment, and landscaping and grounds from damage or harm. The Bidder shall remove and replace movable items as necessary. The Bidder shall replace or repair to their original condition, finish, function, and use any items damaged due to work performed under this agreement. Service and all utilities shall be maintained, without interruption, except as arranged, approved and scheduled by the owner. The Bidder shall provide and maintain barricades, railings, guard lights, and other such warnings and protection to insure the safety of the workmen, the public and PASD employees from any and all hazardous conditions, interior or exterior, public or private property, resulting from any operation connected with this project. The Bidder shall maintain and enforce all regulations covering fire hazards and shall provide suitable fire extinguishers and/or other protective measures, as necessary. **ALL DISTRICT BUILDINGS AND GROUNDS ARE DEEMED TO BE "NON-SMOKING" AREAS.**

Human Relations Act: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (P.L. 744) (43 P.S. Section 951, Et. Seq) of the Commonwealth of Pennsylvania prohibit 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 PA Code 349.101.

Discrimination Prohibited: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

- 1) That in the hiring of employees for performance of work under this contract, or any subcontract hereunder, no such contractor or subcontractor shall, by reason of race, creed or color, discriminate against a citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- 2) That no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.
- 3) That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) 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
- 4) That this contract may be canceled or terminated by PASD 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.

Payments: Invoices may be submitted to PASD for material supplied or services rendered. Invoices received and approved by PASD, by the 25th of the month, will be paid by the 10th of the following month. The owner reserves a ten (10) day period for project inspection and invoice approval. Invoices must be accompanied with itemized material and labor.

Competent Workmen: Bidder shall comply with the provisions of Section 752 of the School Code, which requires that no person shall be employed under this contract except competent and first-class workmen and mechanics, that no workmen shall be regarded as competent and first-class within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours of work as shall be established by Legislative Act No. 442.

PA Sales Tax-Exempt Status: Section 252 of PA Act No. 22 of 1991 provides that all refunds of sales tax in connection with construction for tax-exempt entities will be remitted directly to the tax-exempt entity. The Palmyra Area School District is a tax-exempt entity (PA #76-38530-7), therefore:

- a) **Access to Accounting Records:** The Bidder shall check all materials, equipment and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement and the system shall be satisfactory to PASD. PASD or its representative shall be afforded access to all the Bidder's records, books, correspondence,

instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Bidder shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment.

- b) Assignment of Refund Rights: The Bidder agrees to assign and transfer to PASD all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax, which is the subject of this assignment.
- c) Contracts with Subcontractors: The Bidder agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors.

Bidder's Ethics and Collusion: Any bidder that attempts to influence a PASD official by promising to provide or by providing to the PASD official any gratuity, entertainment, commission or any other gift, in exchange for a promise to select the bidder's company shall be disqualified from further consideration and shall be subject to any applicable penalties under the law.

The bidder must submit a non-collusion affidavit in accordance with the provisions of the Pennsylvania Antbid-Rigging Act of October 28, 1963.

Specifications for 2019-20 Athletic Field Maintenance-General Work Parameters:

Palmyra Area School District is seeking a contract for the following field services from February 28, 2019 through Dec 31, 2019. Services will be needed at the following fields and prices are to include all equipment, materials and time. Contractors should provide safe and aesthetically pleasing fields throughout the District. All work must be done as to not conflict with scheduled field use. All work requiring posting must be coordinated with District prior to posting. All work outside this scope must be preapproved by the District:

- Palmyra Area High School Baseball Field
- Palmyra Area High School Softball Field 1
- Palmyra Area High School Softball Field 2
- Middle School baseball field
- Lingle Avenue Elementary School Baseball field
- Northside Elementary School Baseball field

Services required:

- Line paint and drag HS baseball field, HS softball fields 1 and 2 and MS baseball fields before each District game and District approved community games scheduled use from March 1st to Oct 15th. If no games are scheduled, line paint and drag needed once per week at each field.
- Mowing HS baseball field, HS softball fields 1 and 2 and MS baseball to 2 ½ inch and grass clippings bagged and removed prior to each District game and District approved community games scheduled use from March 1st to Oct 15th. If no games scheduled mow at least one time a week per field.

- Core aerate each grass infield and outfield in three different directions. Must be done when fields are moist and at a minimum of 1 ½ inch plug preferably between September and October.
- Slit seed each field in 2 directions using a professional grass seed preferably once between April and May and once between August and October.
- Slow release fertilizer 3 times a year preferably April, August and November
- Pelletized lime once a year preferably April
- Top dress all grass areas of all fields with ½ inch top dressing preferably October and November
- Broadleaf weed control as needed using 3 way herbicide on each field. Contractor must be licensed, must post 72 hours prior to spraying, must provide the District with all spray information and must contact and document hypersensitive contracts. Fields must be shut down for 7 hours after application.
- Apply grub control on each field between June 15th and July 5th. Contractor must be licensed, must post 72 hours prior to spraying, must provide the District with all spray information and must contact and document hypersensitive contracts. Fields must be shut down for 7 hours after application.
- Apply crab grass control mid spring. Contractor must be licensed, must post 72 hours prior to spraying, must provide the District with all spray information and must contact and document hypersensitive contracts. Fields must be shut down for 7 hours after application.
- Add 1200 pounds of Prochoice or equivalent to each field once in the fall and incorporate into the Diamond Tex
- Edge field with sod cutter or equal around all grass edges at all fields
- Repair and paint pitcher's rubber and home plate at each field
- Remove all lips and bellies on each field, home plate and dug out warm up areas with additional Diamond Tex or equivalent
- Add clay to pitcher mound and bullpen at each field
- Repair any holes in outfields and high traffic areas, fill and seed at each field
- Throughout the season warning tracks, bull pens, backstops and dugouts must be treated for weed control as needed. Contractor must be licensed, must post 72 hours prior to spraying, must provide the District with all spray information and must contact and document hypersensitive contracts. Fields must be shut down for 7 hours after application.
- Provide a detailed invoice for services rendered to include listed material and time
- Rototill and drag all fields smooth for winter closing between October and November

Delivery, Storage and Handling: Deliver packaged materials in undamaged containers showing weight, analysis and name of manufacturer. The Bidder is responsible to protect materials from deterioration during delivery. The bidder will be responsible to store equipment and materials.

Required Advance Notice for All Work: Bidder will notify the Plant Operations Office

twenty four (24) hours prior to work being performed on site. This notification will include the scope of work to be performed and the hours during which the work is expected to be done. Prior to the commencement of any work, PASD retains the right to inspect materials and plans to ensure proper application. PASD may halt work if specifications in this document are not met. Notification may not be scheduled more than five days in advance.

Job Conditions/Scope of Work for 2019-20 Athletic Field Maintenance:

| Field | Organization | Week Day Usage / # of Hours | Weekend Usage / # of Hours |
|--|-----------------------------|--|--|
| Lingle 600 S. Lingle Ave. | Civic Baseball | 16 weeks daily, 4 hours per evening / 320 hours | 16 weeks, 8 hours both days / 256 hours |
| | In the Net | | Prep 13 weeks – average 80 hours usage |
| Northside 301 E. Spruce St. | VFW / Teener Baseball | 36 days, 4 hours per day / 144 hours | |
| | In the Net | | Prep 27 weeks, 170 hours maximum usage |
| High School Baseball 1125 Park Dr. | Junior/Senior Legion | 14 weeks, daily 3.5-4 hours per day / 280 hours | |
| | In the Net | | Prep 26 weeks, 260 hours maximum usage |
| Varsity Softball 1125 Park Dr. | Rec Softball | 10 weeks, daily 2.5 hours per day / 125 hours | |
| | In the Net | | Prep 27 weeks, average 100 hours usage |
| JV Softball 1125 Park Dr. | Rec Softball | 10 weeks, daily 2.5 hours per day / 125 hours | |
| | In the Net | | Prep 14 weeks, average 100 hours usage |

General Information

- Bidder will be considered the districts field liaison and will be required to meet with PASD head supervisor or his designate once per week to provide and update the mowing and irrigation schedule and to offer recommendations on field maintenance that are outside of the scope of this bid proposal.
- Bidder will abide by all local, state and federal laws and ordinances, as well as PASD policies while on PASD premises. All District BUILDINGS and GROUNDS are deemed to be non-smoking areas.
- All fields will be treated equally when applying treatments.

- Soil samples of all fields must be taken and analyzed by PSU or an equivalent soil lab to determine the composition of the soil.
- To request a tour of the fields or to ask any questions, please contact Heath Dresch at (717) 838-3496.
- All application dates may be adjusted with permission of PASD.
- PASD reserves the right to accept all or reject all of the bids.
- PASD reserves the right to cancel any application, service or delivery of material and request full or partial credit.
- Termination of this agreement may occur if, through any cause, the bidder or PASD fails to fulfill in a timely or proper manner, obligation under this agreement. If the bidder or the PASD violates any of the covenants or stipulations of this agreement, the PASD shall thereupon notify the other party in writing of the intention to terminate. The intention to terminate this agreement must occur at least sixty (60) days before the effective date of such termination.
- In addition, this agreement may be canceled if the termination is mutually acceptable to both parties.

**THIS PROPOSAL
MUST BE RECEIVED IN THE
Palmyra Area School District Administration Office BY
1:00 p.m.
December 19, 2018**

TO THE ATTENTION OF:

Darcy Brenner-Smith
Director of Business Affairs
Palmyra Area School District
1125 Park Drive
Palmyra, PA 17078

NAME OF BUSINESS: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

(SIGNATURE, NAME & COMPANY POSITION)



Scheduled Service:

Insecticide application per application \$ _____

Fertilizer application per application \$ _____

Core Aerification in 3 directions per field \$ _____

Slit seedings or Vertiseeding application
in 2 directions per field \$ _____

Grub Control & Fertilizer per field \$ _____

Broadleaf application per field \$ _____

TOTAL BID (labor, equipment and supplies) \$ _____

(SIGNATURE, NAME & COMPANY POSITION)



Insurance Policy Certification: _____

Acts 34, 114 & 151 Clearances: _____

Pesticide BU #: _____

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 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 competition.
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: _____

s.s. _____ : County of _____

I state that I am _____ of _____ and that I am
(TITLE) (NAME OF COMPANY)
authorized to make this affidavit on behalf of my company, 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 company 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 company or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and
(NAME OF COMPANY)
employees are not under investigation by any governmental agency and have not in the last three 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 _____ understands and acknowledges that the above
(NAME OF COMPANY)
representations are material and important, and will be relied on by **Palmyra Area School District** in awarding the contract(s) for which this bid is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Palmyra Area School District** of the true facts relating to the submission of bids for this contract.



(SIGNATURE, NAME & COMPANY POSITION)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

_____ My commission expires: _____

(NOTARY PUBLIC)