

WEST MIFFLIN AREA SCHOOL DISTRICT

1020 Lebanon Road • Suite 250 • West Mifflin, PA 15122
412-466-9134 • 412-466-9261 Fax

INVITATION FOR BIDS MOWING AND TRIMMING

The West Mifflin Area School District is seeking sealed bids for mowing and trimming for 2024, 2025, and 2026, for the months of April through November. The West Mifflin Area School District (the “school district”) hereby invites qualified companies (the “bidder”) to submit proposals for the services per the specifications described herein.

Title: MOWING AND TRIMMING
Due Date/Time: January 4, 2024; 10:00 a.m.
Opening Bids: January 5, 2024; 10:00 a.m.

I. INTRODUCTION

A Pennsylvania Local Education Agency, the West Mifflin Area School District www.wmasd.org operates as a Third Class school district under the Public School Code of 1949 as amended and supplemented. The Commonwealth of Pennsylvania provides the school district with the power to levy and collect taxes, determine fees, approve budgets, and issue debt. General oversight is provided by the Pennsylvania Department of Education.

The West Mifflin Area School District is comprised of two Allegheny County (PA) municipalities, the boroughs of West Mifflin and Whitaker. Total area of the district is 14.61 square miles; West Mifflin at 14.35 and Whitaker at .26 square miles respectively. Total population of the communities, according to the 2010 census is 21,584. Pupil Population is approximately 2,350 Pre-Kindergarten through the Twelfth Grade.

Currently operating under the K-3 Elementary, 4-8 Middle School and 9-12 High School Model, students attend two Elementary Schools, one Middle School and one High School. Elementary Schools include Homeville and Clara Barton Schools. There are 182 days of planned instruction during the school year.

The West Mifflin Area School District (the “District”) hereby invites qualified companies to submit proposals for the services per the specifications described herein.

II. GENERAL INFORMATION

- A. Examination of Document:** Each bidder shall carefully examine all of the attached forms, instructions, general conditions, and specifications, as he/she will be held responsible to fully comply therewith.
- B. Visit to Sites:** Arrangements/appointments for site visitation may be made by contacting the Office of Building & Grounds of the West Mifflin Area School District at 412-466-9131, extension 3006. Each bidder should visit the sites and fully inform himself/herself as to all existing conditions and limitations affecting the work. He/she shall not, at any time, after execution of the contract, make any claims whatsoever based on insufficient data or incorrectly assumed conditions, nor shall he/she claim any misunderstanding regarding the nature or character of the work to be done, or the conditions under which it is to be performed.
- C. Form of Proposal:** Each bidder shall submit proposals on the form Bid Proposal that is found under Appendix A. No proposal will be considered which is submitted otherwise on the form Bid Proposal. Form shall be completely filled in and all amounts must be based on these specifications; the Bid Proposal will become a part of the district's contract with the successful bidder. No proposal will be considered which is not properly made out and signed in writing by the bidder, or an authorized agent of the bidder. If the bidder is a corporation, the proposal shall be signed in writing by a properly authorized officer of the corporation. In addition, the Bidder must submit the Non-Collusion Affidavit, completed in its entirety and notarized. The Non-Collusion Affidavit can be found in Appendix B.
- D. Sealed Bid:** Documents shall be enclosed in a sealed envelope and shall be labeled with the words "BID ENCLOSED – MOWING AND TRIMMING."
- E. Delivery of Bid Proposal:** Bid proposals shall be delivered to the Administration Office of the West Mifflin Area School District, 1020 Lebanon Road, Suite 250, West Mifflin, Pennsylvania 15122, until filled. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the Quotation "Bid Enclosed" on the face thereof. It will be the Bidder's entire responsibility to transmit their bid so that it will reach the School District before closing time stated in the instructions of this document. No bids will be accepted by the School District after the time stated.
- F. Taxes & Fees:** All taxes (sales, consumer, use, and other similar taxes), fees, charges, etc., legally or properly collectible because of the work, shall be included in the proposal.
- G. Award of Contracts:** Award of the contract will be made until filled at 1020 Lebanon Road, Suite 250, West Mifflin, PA 15122. The successful bidder will be notified by way of a formal purchase order issued by the School District specifically listing the equipment. Additionally, the School District reserves the right to reject any and all quotes and to waive any informality in quoting.

III. GENERAL CONDITIONS

- A. Duty to Perform:** The successful bidder, herein known as “the contractor” shall provide delivery, dispose/remove, and install auditorium upgrades.
- B. Safety:** The contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. Including all subcontractor employees will submit clearances to the Facility Director office.
- C. Indemnification:** Contractor has the entire responsibility for any and all injury to persons and damage to property, and for any and all penalties, fines, and other damages imposed by governmental authorities, arising out of the performance of the work under the contract. Contractor expressly agrees to indemnify, defend and hold School District, its directors, officers, employees, and representatives, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damage (including attorneys' fees, court costs, penalties, fines and impositions) resulting from, arising out of or in any way related to contractor's operations and/or performance under or pursuant to the contract.
- D. Insurance:** The Contractor will provide and keep in full force and effect during the term of this agreement, at the Contractor's own cost and expense, the following insurance policies for the joint benefit of the Contractor and the school district, with an insurer reasonably acceptable to the school district:
1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least One Million Dollars (\$1,000,000.00).
 2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
 3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
 4. Professional liability insurance with a general aggregate limit of One Million Dollars (\$1,000,000) and an occurrence limit of One Million Dollars (\$1,000,000).
 5. Umbrella coverage of at least One Million Dollars (\$1,000,000.00)

The Contractor will deliver to the school district offices at 1020 Lebanon Road, Suite 250, West Mifflin, PA 15122 Attn: Business Office, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the school district as an additional insured and will state that the Contractor's policy shall be primary and that any insurance carried by the school district shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the school district in the event of cancellation or reduction in coverage or amount. If the Contractor fails to secure and maintain insurance policies complying with the provisions of this agreement, the school district may purchase the appropriate insurance policies and the Contractor will pay upon demand the cost of it to the school district or the school district may terminate this agreement. Additionally, if the Contractor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Contractor will immediately notify the school district if the Contractor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the Commonwealth of Pennsylvania. If the Contractor's commercial general liability insurance contains such restrictive endorsements, the Contractor shall have five (5) business days to remove said restrictions. If the Contractor is unable to do so, the school district may terminate this agreement, and will be required to give the Contractor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

- E. Payments:** The contract sum is stated in the contract agreement and is the total amount payable in monthly payments by the School District to the contractor for the performance of this work after receipt of an invoice and after the work is performed.
- F. Compliance with Law:** The contractor warrants that it is and will remain, and that it will discharge its obligations under this contract, in full compliance with all applicable State and Federal Laws and Regulations pertaining to the services provided, in any and all respects, including but not limited to reporting requirements under Act 101 of 1988.

IV. SCOPE OF WORK

The district is accepting proposals for the MOWING AND TRIMMING. This work will include all duties related to this work including trimming of shrubbery, cutting of grass, leaf clean-up, removal or mulching of excess grass clippings, cutting retention ponds in June and October, and litter and debris clean-up found on premises during the cutting periods specified in the specifications. The cutting period will run from April to November.

Alternate to the proposal are the natural turf fields at the Athletic Complex. These fields will also be explained in the appendix.

V. SPECIFICATIONS

A. Experience: Bidders are required to have and to document a minimum of three (3) years of experience with work of a comparable magnitude. Bidders are required to state the minimum number of employees available to do the work set forth in these specifications. The district reserves the right to disqualify the contractor who has fewer employees and equipment than the past experience of the district indicated is necessary to do the work set forth herein.

B. Quality of Work: The contractor agrees to trim, maintain and mow the grass at school areas in the manner specified in this specification. The specific school areas involved are listed in the appendix, which is incorporated herein and shall be constructed as part hereof. All work specified shall be included in the cost shown on the proposal form and there shall be no additional payments for said work. Specifications for the work to be performed by the contractor will be as follows:

- a. Mowing:** Mowing shall be done according to the mowing schedule unless weather conditions warrant less often. Mowing will be done each year between April and November, and depending on weather conditions, March may be added. To avoid damaging grass, the contractor will not mow higher than 2.5 inches or less than 2 inches. **Removal or mulching of excess grass clippings is**

required on an as-needed basis. Contractor agrees to mow and trim the shrubs the week of graduation at the West Mifflin Area High School. Also, mowing before the start of each school year. The contractor shall agree to provide the district with a schedule before the April cutting period each year of the contract.

b. Trimming: The contractor will trim the grass around curbs, trees, bushes, planting beds, utility poles, sign posts, playground equipment, and other objects as required to provide a uniform appearance. *The trimming must be done on the same day as the mowing.*

c. Bushes and Shrubs: Bushes and shrubs are to be cut to a uniform height at all schools **three times** a year. Once before the start of school, once before the November election, and once before graduation.

d. Reporting of Damage: Any vandalism or storm damage to any trees, bushes, or objects located in the school area will be reported to the Director of Facilities.

f. Fall and Spring Cleaning of Leaves: The contractor shall be responsible for leaf removal from all turf areas specified in the agreement. The leaves shall be gathered and removed from turf areas or mulched with mowing, so the grass will not be covered and killed during the winter and spring months. Leaf clean-up shall take place during November and March of each year.

g. Litter and Debris: The contractor shall be responsible for maintaining the school area in a neat and attractive condition. Litter and debris must be collected and removed prior to mowing. The contractor may dispose of such items in the school's dumpster located at each school.

C. Equipment: The contractor is responsible for providing, maintaining, and transporting all necessary equipment and fuel for its use in connection with the program of school mowing and trimming described in this agreement. All lawn and grass mower blades must be kept sharp to provide a clean and even cut. All other tools and supplies necessary for performing the work required by this agreement will be provided by the contractor.

D. Personnel: The contractor's personnel shall, at all times, present a neat appearance and shall wear shirts at all times. The district and contractor will each be promptly notified by the other of any complaints received from the district personnel or adjoining properties.

E. Accident Prevention:

Work Supervision: It is agreed that the district designee and the contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized district representative will accompany the contractor to work areas to further clarify or describe methods and procedures. All work described in this agreement shall be performed under the guidance of the Director of Facilities or his representative. The contractor will consult with the Director of Facilities regarding the details, scheduling and performance of the district mowing and trimming.

Accident Prevention: The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor will discontinue hazardous work practices upon written notice from the district representative. **To prevent injury to the public or damage to public or private property, the contractor shall keep necessary safety**

equipment at locations where work is being performed. Safety shields must be used at all times with hatches down. It is the responsibility of the contractor to contact the Director of Facilities to acquire a clear understanding of all conditions under which work is to be performed.

VI. PROVISIONS

A. General: In the event that the contractor refuses or fails for any reason to perform to satisfaction any of its obligations pursuant to this agreement, the district, at its option, may terminate this agreement and the district will be obligated to the contractor only for goods delivered and accepted and services performed and accepted by the district prior to termination.

In the event the district chooses to self-maintain the Athletic Complex natural fields, mowing, and trimming will become the responsibility of the district. Therefore, the contracted amount will be adjusted according to the fee schedule.

Neither the contractor nor any subcontractor nor any person or persons acting on its behalf shall discriminate against any person because of race, gender, age, creed, color, religion, national origin, ancestry, handicap or disability in the provision of services pursuant to this agreement.

In the event the district sells any portion of the property covered under the contract, the district reserves the right to renegotiate the contracted amount.

B. Errors and Omissions: If any errors or omissions appear in the specifications or other documents, the proposer shall notify the district in writing seven days before the due date.

C. Contract and Payments: The contractor will be required to accept the district form of contract and submit monthly invoices which shall be paid thirty days following the end of the month in which the contractor has satisfactorily completed the district mowing and trimming.

D. Agreement Termination: If the contractor fails to comply with any of these items specified in this information, the district may, by written notice to the contractor, terminate this agreement.

Bid Due: Thursday, January 4, 2024 – 10:00 a.m.

Bids shall be submitted in a sealed envelope clearly marked on the outside with the words "BID ENCLOSED – MOWING AND TRIMMING." Proposals may be mailed or delivered to the West Mifflin Area School District, c/o Edward Wehrer, Director of Finance and Operations, 1020 Lebanon Road, Suite 250, West Mifflin, Pennsylvania 15122. Questions concerning the bid proposal or specifications should be referred to Mark Zidek, Facilities Director, West Mifflin Area School District, at (412) 466-9131, extension 3006.

The School District reserves the right to accept or reject any or all bids, or any portion thereof, and to award a contract that is in the best interest of the School District.

BID PROPOSAL

Date _____

West Mifflin Area School District
1020 Lebanon Road, Suite 250
West Mifflin, PA 15122
Attention: Edward Wehrer, Director of Finance and Operations

The following bid proposal is submitted in response to your Invitation to Bid. It is agreed that this proposal will not be withdrawn for thirty (30) days after the date of opening of proposals.

This contractor has carefully examined all contract document specifications and has thoroughly examined the school sites and certifies that he/she is fully capable of providing and installing auditorium upgrades as per specifications. If the bid is accepted, the contractor agrees to provide certificates of insurance as requested in III. General Information, Section D.

Bid amounts and all other information requested are submitted in the spaces provided at the bottom of this page. It is understood that omission of any pertinent information may be sufficient cause for rejection of this proposal.

IDENTIFICATION OF CONTRACTOR

Name _____ Phone _____

Signed _____

Address _____

___ Sole Proprietorship

___ Partnership

___ Pennsylvania Corporation

___ Foreign Corporation

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 or potential contractor.
- (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 contractor or potential contractor, 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 contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive 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 non-competitive bid.
- (5) _____ it's

(Name of Firm)

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.

I state that _____
(Name of My Firm)

understands and acknowledges that the above representations are material and important and will be relied on by West Mifflin 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 the West Mifflin Area School District of the true facts relating to the submission of bids for this contract.

(Signed) _____
(Name)

(Typed) _____
(Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY

OF _____ 2023.

_____ My Commission Expires:
Notary Public

SEAL OR STAMP OF NOTARY PUBLIC:

West Mifflin Area High School and Middle School:

(including Athletic Complex)

Mow and trim all grass around buildings and parking areas weekly. Exception: Retention ponds in June and October

Trimming consists of the following:

1. Along all walkways
2. Around all trees
3. Around all light poles
4. Around all fences
5. Front hillside on Commonwealth Avenue weekly
6. Homeville Road side weekly
7. Outside stadium fence every week/outside Field House fence every week
8. Along all curbs and guard rails
9. Trimming shrubs (three times a year – once before the start of school, once before Election Day, and once before graduation)
10. Tree pruning and removal of dead limbs when necessary if interfering with pedestrian traffic as approved by the Director of Facilities
11. All islands
12. Around all retention ponds
13. Around Green House
14. Hillside behind Middle School every week
15. Property below the stadium, including new fields and parking lot area once a week
16. Hillside along the soccer field (behind bleachers) as needed

Homeville Elementary:

Mow and trim all grass around the building, parking area, and parking lots weekly.

Trimming consists of the following:

1. Along all walkways
2. Around all tress
3. Around all light poles
4. Around all fences
5. Along the curbs
6. Shrubs three times a year
7. Around all walk and wall areas
8. Around all stairs
9. Around playground(s)

Clara Barton Elementary:

Mow and trim all grass around building, parking areas, ball fields, playground behind school, and knob across from entrance weekly.

Trimming consists of:

1. Along all walkways and stairs
2. Around all tress
3. Around all light posts
4. Around all fences and walls (including playground)
5. Along all curbs and guard rails
6. Shrubs three times a year
7. Back stop and benches
8. Bank behind and beside school once weekly
9. Bank between parking lots every other week
10. Linda Lane – property on each side of road (behind homes on Camp Hollow road)

Camp Hollow Road Property:**Maintenance Garage and surrounding property**

Mow and trim all grass around the garage and gas house weekly (total property 1.5 acres)

Trimming consists of the following:

1. Around light post and all tress
2. Along all curbs
3. Along all guard rails (5' back of guard rails)

Fee Schedule

Please submit three different price schedules as follows:

High School/Middle School

First Year: _____

Second Year: _____

Third Year: _____

Homeville Elementary

First Year: _____

Second Year: _____

Third Year: _____

Clara Barton Elementary

First Year: _____

Second Year: _____

Third Year: _____

Maintenance Garage

First Year: _____

Second Year: _____

Third Year: _____

Athletic Complex

First Year: _____

Second Year: _____

Third Year: _____

Reference Information Requested from Proposer

Please list three contacts that include their name and telephone number that the district can contact.

	Name	Telephone Number
1.	_____	_____
2.	_____	_____
3.	_____	_____

Experience Information Requested from Proposer

Please list three years of previous work experience of comparable magnitude.

	Name	Telephone Number
1.	_____	_____
2.	_____	_____
3.	_____	_____

Attach Pesticide License(s) for all Employees

**Please note that companies who do not have a pesticide license will be prohibited from spraying and could face penalties if caught doing so. The school district is under strict guidelines of Integrated Pest Management.

	Name	Telephone Number
1.	_____	_____
2.	_____	_____
3.	_____	_____