

Request for Proposal 2017.03.1
Mowing and Grounds Maintenance Services
East End School District

Notice to prospective vendors: The East End Public School District will be accepting proposals to provide mowing and grounds maintenance to the District. The requirements are listed below. All bidders will adhere to Arkansas Annotated Code 6-24-102 (Ethics Bill of 2013) and 6-21-304 (Ethics in Public School Procurement Process). All bidders knowing furnishing false information for this bid will be in violation of State Law. Bid form and Commodities Bidder Affidavit form are BOTH required submission documents.

GENERAL SPECIFICATIONS:

1. Weed trimming existing fences, ditches adjacent to campus boundaries, utility poles, flowerbeds, walkways, curbs, buildings, existing trees and shrubs, and all other obstructions at each mowing. Areas between fences or curbs and city streets or school driveways are included within this bid. Grass in chain link fences may be controlled with EPA approved weed or grass killer. If bidder chooses such option, price of labor and materials must be included within bid price. Diesel or other petroleum based products may not be used to control grass or weeds. Bidder may choose to edge sidewalks rather than to weed-eat them. When ditches are adjacent to public roadways, ditches shall be weed-trimmed or mowed to edge of pavement. Areas around main entrances to buildings and inside the fence at the football field and baseball/softball fields must be weed-trimmed.
2. No weed trimming or mowing may be done when students or staffs are present in that immediate work area. This will apply to any and all sites.
3. Sweep or blow sidewalks and entranceways to remove lawn clippings, etc. on same day as mowing, weed-trimming, etc.
4. All mowing and weed eating must be performed within two days each mowing cycle. For each additional day required, the district may choose to deduct 25 percent of the per time payment.
5. Time for mowing baseball/softball fields will need to be coordinated with the district's athletic director during weeks when home games are scheduled.
6. Mowing will be done on an as-needed basis with approval each time from the superintendent.
7. In the area behind the elementary, service may substitute brush-hogging for mowing by as-needed verbal confirmation with superintendent of schools.
10. The area contained within the track is not part of the contract.
11. Bid is to be presented in total per time amount for lawn maintenance contract

beginning July 1, 2017 and ending on June 30, 2018.

12. Payment to bidder awarded contract will be made after each mowing is completed.
13. If required by law, bidder must provide a 1099 on file with the central office prior to receiving first payment.
14. If awarded the bid, bidder agrees that any personal or property damage caused by the bidder during the performance of the specified contract shall be the liability of the bidder and such shall be paid in a timely manner. In accepting the contract the bidder agrees to indemnify the district for any such damage.
15. The district or bidder awarded the contract may terminate this contract for just cause ten days after either party receives written notice delivered by certified mail defining the just cause.
16. At the consent of both parties, the contract created by the awarding of this bid may be extended on a year-to-year basis not to exceed five additional years. Agreement of new contract scope of work and fees must be reached annually prior to June 1 of the current contract year.
17. Bidder will provide and use their own equipment, chemicals, and fuel to satisfy the contract.
18. **Bidder shall provide with his/her sealed bid a copy of these bid specifications which shall hereby be incorporated as part of the bidder's bid, the total cost per time indicated on the space below, copy of liability insurance showing a minimum of \$1,000,000 in coverage, proof of Workers Compensation Insurance (or waiver) and a list of the equipment and workers which shall be assigned by the bidder to the completion of this bid contract.**

SPECIAL TERMS AND CONDITIONS:

1. All of the bid documents are included as part of this proposal.
2. Insurance
 - A. Bidder shall carry Workmen's Compensation Insurance as required by Arkansas Law and have a current AR license (INCLUDE COPY WITH BID).
 - B. Bidder shall furnish Comprehensive Manufacturer's and Contractor's Liability Insurance including Automobile and General Liability. The Bidder's Bodily Injury Insurance will be in the amount of not less than

\$300,000 and Property Damage Insurance in an amount not less than \$100,000 (INCLUDE COPY WITH BID).

- C. The Bidder shall indemnify and save harmless the owner from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the contractor, his agents or employees in the execution of work or in the guarding of it. The Bidder shall obtain in the name of the owner and shall maintain and pay the premium for such insurance in an amount not less than \$300,000 for bodily injury and \$100,000 for property damage, and will include such provisions as will protect the owner from contingent liability under this contract. Full compliance by the owner with the terms and provisions of such insurance policy or policies shall be a condition precedent to the owner's right to enforce against the contractor any provisions of the article.
3. Contractor
- A. All work shall be executed in strict conformity with all laws, regulations of the city and state in which the project is located. None of the terms or provisions of this specification shall be construed as waiving or canceling any of said laws and regulations.
 - B. Each Bidder shall pay all State and Federal Social Security Unemployment Compensation and for all other fees, taxes and permits which may be incurred in connection with this work.
 - C. The District reserves the right to stop work with the contractor at any time the District feels that production or workmanship is less than deemed satisfactory by the District. If the problem cannot be resolved, the District will contact the next Bidder.

ANTICIPATED BEGINNING DATE OF **JULY 1, 2017 OR AS** COORDINATED WITH DR. DOUG HARRIS.

RFP Issued March 28, 2017.

Proposals are due by 12:00, NOON, on THURSDAY, APRIL 13, 2017.

Bidders may submit proposal by mail (postmarked early enough to meet deadline) to:

East End School District,
ATTN: Dr. J. Doug Harris
114 West Panther Dr., Bigelow, AR 72016.

or by fax to 501.759.2667,
ATTN: Dr. J. Doug Harris,
Superintendent of Schools

Contact Dr. Doug Harris, dharris@bigelow.k12.ar.us, with any questions about specifications.

Prospective bidders are responsible for site verification of ALL SITES IN THE DISTRICT.

Proposals will be evaluated on conformity to specifications, past history with the district, proximity of the company to the district, and price. The successful vendor will be notified as soon as possible after bids are opened. The East End Public School District reserves the right to reject any and/or all bids.

COMMODITIES BIDDER AFFIDAVIT

EAST END SCHOOL DISTRICT

PERRY COUNTY

I, _____, hereby state:

(1) I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement. I certify the facts as detailed below pertaining to the non-existence of collusion among and between bidders and state officials, as well as to the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

(A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

(B) To any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of the prospective contract; or

(C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Signature of Bidder Representative

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

EAST END SCHOOL DISTRICT BID FORM: 2017-2018

BIDDER COMPANY

NAME **TITLE**

ADDRESS **ZIP CODE**

PHONE NUMBER **FAX**

SIGNATURE **DATE**
(Signature means Bidder agrees to Special Terms, Item 2. C.)

COST FOR EACH MOWING \$ _____

DESCRIPTION/NUMBER OF MOWING EQUIPMENT _____

LIST OF PERSONNEL MOWING _____

Arkansas Annotated Code 6-24-102 states that a school employee cannot benefit financially from any business transaction made by the School District and a vendor. A Disclosure Form must be completed if an employee or employee family member will benefit from the transaction in reference to the awarding of this bid.

The bidder signing this document is an authorized agent and is fully aware of the facts and circumstances surrounding the making of the bid to which the bidder has been personally and directly involved in the proceedings leading to the submission of the bid.

Neither the bidder or anyone subject to the bidder's direction or control has been a party: (1) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to the refrain from bidding (2) collusion with any state official or employee as to quality, quantity or price in the perspective contract or (3) discussions between bidders and any state official or employee concerning exchange of money or other things of value for special consideration in the awarding of a contract.

I have read and understand the implications of the Arkansas Annotated Code 6-24-102 and 6-21-304.

Signature

Date

*****Bidders: Attach Proof of Insurances (see item 18) to These Forms for Submission