

# **The School District of Osceola County, Florida**

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

## **June 13, 2007 CALL FOR BID BID #SDOC 07-115 CJ**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **Lawn Care Service for Parkway Middle School** in the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 pm on July 10, 2007**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this bid, please contact the Purchasing Department at (407) 870-4630.

**A Pre-Bid Walk-Thru** is scheduled for **June 26, 2007 at 9:00 am** beginning in the Administrative Office of Parkway Middle School at 857 Florida Parkway, Kissimmee, Florida. The pre-bid is not mandatory however, it would be in your best interest to attend as boundaries and expectations will be addressed.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

### **APPLICABLE LAW**

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida.

### **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

The provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity. May not submit a bid on a contract with a public Entity for the construction or repair of a public building or public work. May not submit bids on leases of real property to a Public Entity. May not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any Public Entity. And may not transact business with any Public Entity in excess of the threshold amount provides in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

**The School District of Osceola County, Florida**

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616

**INVITATION TO BID**

**BID #SDOC 07-115 CJ**

**PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT.**

NAME OF BID: LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (Area Code) \_\_\_\_\_ FAX: (Area Code) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**REQUIRED BID SUBMITTAL CHECKLIST:**

**Please be sure you have completed and enclosed this page along with the required documents checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.**

- ✓ Drug Free Workplace Certification
- ✓ Insurance Documentation as specified in Bid
- ✓ List of Subcontractors
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

**BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU “DO NOT” SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.**

**FC-220-120  
(Rev. 6/99)**

DRUG FREE WORKPLACE CERTIFICATION FORM  
LAWN CARE SERVICES FOR PARKWAY MIDDLE SCHOOL  
#SDOC 07-115 CJ

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work-place, the business's policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

ne(pr237p)

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

**1. SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 **THE INTENT** of this bid is to establish a contract for a period of two (2) years from date of award of the bid. During which time the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. Also, this contract may be extended at the conclusion of the two (2) year base period for two (2) additional one (1) year periods (for a total of four (4) years) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District of Osceola County or a ninety (90) day written notice by the awarded vendor or as herein noted. The purchase of this service and listed options will be contingent upon available funding at the school or district level.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER AND THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing, to: Cheryl Jessee, Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, Fax #(407) 870-4616.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

2.06 **TAXES**

The School District of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of the award letter, he will deliver all proof of insurance coverage as required by the specifications. The order of contractual precedence will be the purchase order, bid document and response. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.11 **POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.12 **CHECK UNIT PRICES**

PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

2.13 **NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor. To solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability. And further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.14 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.15 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.16 **BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.17 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.18 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

2.19 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**  
No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.20 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

\_\_\_\_\_  
(Signature) (Print Name) (Title)

Emergency Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Beeper or Cellular Phone Number: \_\_\_\_\_

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

**3. SPECIAL TERMS AND CONDITIONS**

**3.01 LENGTH OF CONTRACT**

Prices shall remain firm for a period of two (2) years from date of award of the bid. This stipulation shall be subject to a thirty (30) calendar day written notice of cancellation by the School District of Osceola County and a ninety (90) day written notice of cancellation by the successful bidder or as herein specified or as herein noted.

**3.02 A PRE-BID WALK-THRU** is scheduled for **June 26, 2007 at 9:00 am** in the Administrative Office of Parkway Middle School @ 857 Florida Parkway, Kissimmee, Florida. All Attendees must meet at the Administrative Office at the time and date designated above. Attendees and School District personnel will review the bid document, thoroughly inspect the site, and address questions from the vendors. Failure to attend may be because for disqualification of bid.

**3.03 METHOD OF AWARD**

BID PRICES will be accepted and considered by the following method: An "**ALL OR NONE**" Bid for the entire quantity of items. The Board reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

**3.04 LOWEST AND BEST BID**

SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted. The term "lowest" shall be interpreted to mean the lowest "ALL OR NONE" Total Net Bid Price by either the entire quantity of items or all of the items grouped in a particular Lot. The term "best" shall be interpreted as, in the judgment of those evaluating the responses, (a) experience, qualifications, and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

**3.05 CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one-year periods, upon mutual agreement, in writing.

**3.06 ASSIGNMENT**

Any Purchase Order issued pursuant to this bid invitation and the moneys, which may become due here under are not assignable except with the prior written approval of The School District of Osceola County, Florida.

**3.07 PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County. He/She shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

**3.08 RIGHT TO TERMINATE**

In the event of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract. Unless three (3) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made. The contract shall, upon expiration of said three (3) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.



LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

3.09 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.10 **VENDOR EMPLOYEE REQUIREMENTS**

1. All employees assigned by the contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.

2. The personnel employed by the Contractor shall be capable employees, age 18 years or above qualified in this type of work. The Contractor shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision.

It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

3. The Contractor's employees shall be required to dress neatly, commensurate with the tasks being performed.

4. All our schools are smoke free. Smoking on school grounds is prohibited.

5. It is the Contractor's responsibility to see that every employee on the Contractor's work force is provided and wears an Identification Badge or company shirt /uniform in order to maintain security at the school facility. It shall be the Contractor's responsibility to inform the School district Representative(s) of all new employees promptly at time of employment.

6. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways or outside benches. Designated areas for lunch breaks can be used by Contractor personnel. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.

7. The contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

8. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, and inspectors, etc.
9. The School District Representative(s) will determine how the Contractor will receive access to the facility.
10. If keys are provided and lost, the Contractor will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
11. When requested, the Contractor shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Contractor to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Contractor shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Contractor from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Contractor immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, of 2) a employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Contractor's employee the Contractor will be obligated to cover the cost of the examination. If the test results indicate that the Contractor's employee was not involved in the incident, then the SCHOOL BOARD will pay the cost of the examination.
12. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and /or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
13. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Contractors (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
14. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
15. The Contractor shall strictly prohibit interaction between their employees and the student(s).

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

16. Contractor's Employees may not solicit, distribute or sell products while on School Board Property.
17. Friends, visitors or family members of the Contractor's employees are not permitted in the work area.

3.11 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
  - a. One must be a State issued "photo" ID
  - b. Social Security Number

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.12 **SUBCONTRACTING**

If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to perform on contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

3.13 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

3.14 **COMPENSATION INSURANCE**

The Contractor shall maintain during the life of this Contract, Workmen's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

3.15 **PUBLIC LIABILITY INSURANCE**

Insurance shall be in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount no less than One Million Dollars (\$1,000,000.00) on account of all accidents.

In any one accident and in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Thousand Dollars (\$5,000.00). The limits specified herein are minimum limits.

3.16 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.17 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance. Including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury. Including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

3.18 **PROPERTY DAMAGE INSURANCE**

In an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents. In any one accident and in an amount not less than Twenty-five thousand Dollars (\$25,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Thousand Dollars (\$5,000.00). The limits specified herein are minimum limits.

3.19 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4495.

3.20 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or Surety Company having its place of business in the State of Florida. The insurance or Surety Company shall be duly licensed and qualified to do business in the State of Florida.

3.21 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's attorney and the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.22 **INDEMNIFICATION AND HOLD HARMLESS**

Contractor agrees to protect, defend, reimburse, and indemnify and hold the District, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property of the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whosoever, or other party whosoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performances of the Contractor or any breach of the terms of this Agreement; provided, however, the Contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the District, its respective agents, servants, employees or officers.

3.23 **NON-PERFORMANCE**

The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.24 **OSHA**

The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.

3.25 **LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the School District of Osceola County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the School District's designated representative.

3.26 **BIDDERS QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidders shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract the Bidder shall complete and submit the attached questionnaire with his bid package. (The School Board reserves the right to contact any and all customers past or present to verify previous experience and satisfactory completion of contracts.)

Failure to submit the above requested information may cause for rejection of your bid. If you have previously submitted this information for similar work in response to another invitation to Bid, please indicate so on your proposal.

3.27 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 1 percent (1%) of the estimated value of the contract, not less than \$500.00 nor more than \$5,000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

- G. If the Protesting BIDDER'S protest is unsuccessful said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

#### **4. TECHNICAL SPECIFICATIONS**

##### **4.01 SCOPE OF WORK**

The scope of work shall consist of completely mowing, weeding, edging, trimming, pruning and debris removal within the perimeter of the campus in order that the campus maintains a neat and orderly appearance. The mowing, weeding, edging, trimming, pruning, and removal of debris must be done on a weekly basis. A copy of the campus perimeter is Appendix D. The awarded contractor will be responsible for maintaining the main buildings, parking lots, courtyards and the items listed below:

- a. maintaining all areas around the portables
- b. weeding along all fences on campus and all parking lots
- c. mowing and weeding around all athletic equipment, trees, shrubs, bike racks, fence, school signs, and any other obstacles
- d. weeding in all flower beds, and areas inside fenced in electric units
- e. clearing off parking lots of grass, sand and mulch
- f. maintaining all athletic area perimeters

##### **4.02 SCHEDULE**

At least seven (7) calendar days prior to commencement of the contract, the awarded contractor shall submit a permanent schedule listing the day of the week services shall be performed (weather permitting). Any amendment to the schedule must be requested in writing to the school contact person prior to implementation, and a copy of the "approved" schedule sent to Purchasing.

##### **4.03 LAWN CARE SERVICES**

The lawn care services as listed below shall be performed by the contractor according to the guidelines and schedule outlines in Appendix A: Cutting Height for Turf Grasses And Appendix B: Cutting periods. These services shall be performed such that the campus maintains a well-groomed appearance.

###### **A. MOWING**

All turf areas shall be mowed and maintained. The lawn care Contractor is to make all efforts to maintain the grass height to within a one half inch (1/2") tolerance of the cutting heights listed in Appendix A, the mowing schedule may be adjusted by the contractor only after consultation and approval with the District Contact Person to fit the changes in weather conditions and climatic factors.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

- B. EDGING  
The edging shall be done for all such areas as sidewalks, curbs, parking lot, flowerbeds, shrub beds and around the bottom of trees. This is to be done on a weekly basis.
- C. TRIMMING  
All turf areas shall be trimmed evenly around areas such as tree bases, building perimeters, fence lines, etc. to maintain a neat and orderly appearance. Note: It is imperative that all fence lines be weed free and maintains a neat and orderly appearance. Environmentally safe chemicals are to be used to keep fence lines free of weeds, are to be removed from the fence lines as well. The chemical kill line shall not exceed four (4) inches. **The vendor will provide and apply the chemicals, as needed.** MSDS (materials safety data sheets) for all chemicals used in the performance of this contract and a log of the dates and locations the chemicals.
- D. PRUNING  
All Plants and trees shall be neatly pruned and/or clipped to preserve the natural character and in a manner appropriate for each plant. Broken or bruised limbs shall be removed with a clean cut; all clippings shall be taken up and properly disposed of. Trimming required on trees or palms over eight (8) feet high will be negotiated separately with the awarded vendor as needed to maintain a natural shape.
- E. CLEANING THE PROPERTY  
All areas, (streets, sidewalks, patios, hallways, dock areas, etc) are to be cleaned free of leaves, mulch, grass and any other debris by means if blowers, or any other means necessary to insure a clean property.
- F. LITTER AND DEBRIS REMOVAL  
It is not reasonable for any lawn care service to pick-up other than occasional pieces of paper during regular maintenance visits. It is the districts responsibility to maintain a normal trash pickup and to continue to clean up such high activity areas. A variety of refuse will build up in scrub, ground cover, bed and turf areas. During regular maintenance procedures, such as mowing and pruning, this debris is to be removed by the lawn care contractor on a frequency of not less than one per week and must be completed prior to mowing.
- G. INSECT AND WEED CONTROL  
Regular spraying of both Herbicides and Pesticides should be applied on a monthly or as needed basis, following manufactures instructions. This shall also include any possible hand weeding necessary to maintain a neat and orderly campus. MSDS (material safety data sheets) must be provided all chemicals used on the site along with dates listed on the checklist when these chemicals were applied. These Safety Data Sheets are to be sent to Districts Risk Management Department.
- H. REMOVAL OF DEAD/DYING PLANT LIFE  
The awarded contractor shall be responsible for removing all dead and dying plant life. Contractor shall note removal on monthly checklist submitted to school. It will be the responsibility of the School to replace. Plants. Removal of dead, fallen trees and large branches over eight (8) feet in height/length is not included as part of this contract and may be negotiated with the awarded vendor.



LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

4.04 **FLOWER BEDS**

All Flowerbeds shall be weeded as specified. The use of chemical weed killer to maintain the flowerbeds must receive prior approval of the District Contact Person. Replacement of flowers, trees, shrubs bushes, or other plants damaged due to improper use of chemicals in the performance of the lawn care services will be responsibility of the vendor, at no cost to the District.

4.05 **HERBICIDE LIMITATIONS**

Round up or equal to may be used to kill vegetation in areas as listed below that are not accessible with conventional lawn care equipment. The resulting dead vegetation must be removed from the premises in order to maintain a well-groomed appearance. Herbicides may be used in the following areas, under the conditions listed:

- a. Along the outer fence lines of the campus, provided the kill line does not exceed four (4) inches.
- b. Inside the small fenced utility area, provided the kill line remains inside the fence.
- c. Along buildings for weed control, provided the kill line is not noticeable and the lack of vegetation does not promote any washout.

4.06 **CLEAN-UP REQUIREMENTS**

Clean up shall include the initial mowing and lawn care services required bringing the campus up to a well-groomed appearance following award of the contract. The clean up may also include the following:

- a. All Fence lines shall be cleaned of all plant growth including all small utility fenced areas.
- b. All trees under (8') and scrubs up to (3 ½') shall be properly groomed and shaped.
- c. All flowerbeds shall have plants groomed and weeds removed.
- d. All street edges, curbs, and sidewalks shall be groomed and maintained.

4.07 **MONTHLY SIGN-OFF SHEET**

The awarded contractor shall submit a completed copy of the Monthly Sign-off attached herein as Appendix C with their monthly invoice for the school site showing that each required function (mowing, edging, weed eating, etc) was satisfactorily completed on each visit of stating why completion was not possible. The checklist should also show any problem areas and include comments or suggestions that may enhance the appearance of the site or be of general interest to the district.

4.08 **CONTACT PERSON**

The successful vendor shall be notified by the Purchasing Department of the name and phone number of the District Contact Person. Only the School Contact Person may authorize changes in the scope of work.

4.09 **QUALITY**

All Workmanship shall meet the highest industry standards so as to pass without objective in the industry and shall be in accordance with accepted horticultural practices. All materials used in accordance with this agreement shall be of the highest quality by the lawn care contractor and shall be of such a type so as to perform the purpose for which it was intended.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

4.10 **ADDITIONAL SERVICES**

The District may request additional services from the awarded vendor through out this contract. Services might include but are not limited to the following:

- a. Purchasing and installation of flowers, plants and shrubs
- b. Landscaping modifications to enhance the schools appearance.

4.11 **AMENDED SCOPE OF WORK**

The District reserves the right to re-negotiate the monthly fee for lawn care services in the event that the existing scope of work is changed for any reason. Any revisions to the original contract or price changes shall be negotiated through the Purchasing Department in the form of an Addendum to the bid documents and must be agreed to in writing by the District and the Contractor. The District reserves the right to re-bid this project if the changes in the scope of work so dictate.

4.12 **TIME FOR COMPLETION OR DELIVERY**

The work must be completed in one (1) day, therefore requiring a minimum of a 3 to 5 man mowing team. Work must be performed, Wednesday after early release, Monday, Tuesday, Thursday and Friday after 5pm or on weekends (providing there are no special activities on campus). In the event that the performance of the contractor is interrupted or delayed by unforeseen circumstances (hurricane, excessive rain, etc.) the contractor shall be excused from performance for a period of three working days unless otherwise agreed upon in writing by the school liaison and the contractor.

4.13 **UNSATISFACTORY WORK**

The vendor shall correct unsatisfactory work within 24 HOURS of notification by the School Board.

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

**QUESTIONNAIRE**

- 4.14 The following questionnaire will be answered by the Bidder for use in the evaluating of the bid to determine the "lowest" and "best" bid. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the products and of the services proposed by each bidder.

1. **FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person for Inquiries: \_\_\_\_\_

2. **INSURANCE:**  
Insurance Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Worker's Compensation Modifier for the past three (3) years:  
\_\_\_\_\_

3. **SAFETY:**  
Have you had any OSHA fines within the last three (3) years? YES  NO   
Have you had job site fatalities with the last five (5) years? YES  NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

4. **EXPERIENCE:**  
Years in business under present name: \_\_\_\_\_  
Years in this area of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Average annual value of work completed  
(last three (3) years): \_\_\_\_\_  
Trades usually self-performed: \_\_\_\_\_  
Percentage (%) of work performed by own  
forces: \_\_\_\_\_  
Licenses currently valid in force: \_\_\_\_\_

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

Total number of permanent staff employed includes the following:

Management: \_\_\_\_\_ Superintendents: \_\_\_\_\_  
Engineers/Arch.: \_\_\_\_\_ Foremen: \_\_\_\_\_  
Draftsman: \_\_\_\_\_ Skilled Craftsmen: \_\_\_\_\_  
Project Managers: \_\_\_\_\_ Unskilled Labor: \_\_\_\_\_  
Project Engineers: \_\_\_\_\_ Other: \_\_\_\_\_  
Estimators: \_\_\_\_\_

In-house Engineering or Fabrication Capability:

Approximate Value of Equipment owned by Firm: \$ \_\_\_\_\_

(Attach list of Major Equipment)

List Four (4) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #4:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Construction:

PROJECT #1:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

5. **BANK REFERENCES, CREDIT REFERENCES:**

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Currently Rated with Dun & Bradstreet?  YES  NO

If so, what is your D&B rating: \_\_\_\_\_

Has Firm: Failed to complete a contract?  YES  NO

Been involved in bankruptcy or reorganization?  YES  NO

Pending judgment claims or suits against firm?  YES  NO  
(If answer to proceeding is YES, submit details on separated sheet.)

6. **Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?**

YES  NO

If YES provide complete details on a separated sheet.

**APPENDIX A**

**TABLE 1 CUTTING HEIGHTS FOR TURF GRASSES**

<b><u>WARM SEASON GRASSES</u></b>	Summer	Winter
Bermuda Grasses	1" – 2"	1' – 2"
Carpet Grasses	1' – 2"	1" – 2"
<b><u>WARM SEASON GRASSES</u></b>		
Centipede Grasses	1" – 2"	1' – 2"
St. Augustine Grasses	1" – 2"	1" – 2"
Zoysia Grasses	2" – 3"	2" – 3"
<b><u>COOL SEASON GRASSES</u></b>		
Tall Fescue Alta	2" – 3"	3" – 4"
Kentucky 31	2" – 3"	3" – 4"
Red Fescue	1" – 2"	3" – 4"
Kentucky Bluegrass	1" – 3"	2" – 4"
Rye Grasses	1" – 2"	2" – 3"
Bent Grasses	½ - 1"	1" – 2"

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

**APPENDIX B**

**SERVICE SCHEDULE/CUTTING PERIODS**

**COMMON LAWN AREAS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Edging BW	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Weed-Eating	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Rake	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN

**PLANTED GROUND COVER AREAS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Prune	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Edging	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Weed-Eating	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Trash Pick-up	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Weed Removal	BW	BW	BW	W	W	W	W	W	W	W	BW	BW

**SHRUBS, TREES & BED AREAS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Prune	MO	MO	MO	MO	MO	MO	MO	MO	MO	MO	MO	MO
Edging	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Weed-Eating	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Trash Pick-up	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Weed Removal	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Cultivate Beds	BW	BW	BW	W	W	W	W	W	W	W	BW	BW

**WALKS & CURBS AREAS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Trash Pick-up (landscape debris only)	BW	BW	BW	W	W	W	W	W	W	W	BW	BW
Blow/Sweep	BW	BW	BW	W	W	W	W	W	W	W	BW	BW

**RETENTION POND AREAS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mowing	MO	MO	MO	BW	BW	BW	MO	MO	MO	BW	BW	BW
Weed Eating	MO	MO	MO	BW	BW	BW	MO	MO	MO	BW	BW	BW

**“SPECIAL” ATHLETIC FIELDS:**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Reel Mowing	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW
Edging	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW
Weeding Eating	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW	TW
Trash Removal	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN	AN

**KEY:** AN = As Needed BW = Bi-Weekly MO = Monthly W = Weekly TW=Twice Weekly

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

APPENDIX C

**SCHOOL DISTRICT OF OSCEOLA COUNTY**

LAWN CARE SERVICE

MONTHLY SIGN-OFF SHEET

Awarded Vendor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Beeper Number: \_\_\_\_\_

\*\*\*\*\*

School Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_ Bid #: \_\_\_\_\_ B/A Date: \_\_\_\_\_

Day / Date Lawn Care Services Performed for Current Month:

Week 1	Week 2	Week 3	Week 4	Week 5
_____	_____	_____	_____	_____
Day of week	Day of week	Day of week	Day of week	Day of week
_____	_____	_____	_____	_____
Date	Date	Date	Date	Date

\*\*\*\*\*

**Please read bid Specifications and Addenda for Service Requirements**

All lawn care services were completed satisfactorily for this month, OK to pay invoice.

Month of Service: \_\_\_\_\_

Vendor Invoice Number: \_\_\_\_\_

\_\_\_\_\_  
Vendor Representative (Signature)

\_\_\_\_\_  
School Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Page 1 of 2 monthly sign off sheets



LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

APPENDIX C

Description of Service Performed      Please Check each week work was completed

**Work required each visit:**

	<b><u>Week 1</u></b>	<b><u>Week 2</u></b>	<b><u>Week 3</u></b>	<b><u>Week 4</u></b>	<b><u>Week 5</u></b>
Mowing	_____	_____	_____	_____	_____
Edging	_____	_____	_____	_____	_____
Weed Eating	_____	_____	_____	_____	_____
Blowing	_____	_____	_____	_____	_____

**Work required Monthly**      **Date work was performed**

Prune Shrubs/Trees (max 8 ft.)	_____
Weed Removal	_____
Herbicides/Pesticides	_____

**Additional Work "Authorized" by School Contact Person Date work was performed**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LAWN CARE SERVICE FOR PARKWAY MIDDLE SCHOOL  
SDOC 07-115 CJ

**PRICE SHEET**

5.

ITEM DESCRIPTION

- 5.01 Cost of Lawn Care Service for Parkway Middle School  
(Includes providing and applying herbicides, pesticides)  
\$ \_\_\_\_\_/month x 12 = \$ \_\_\_\_\_ Year
- 5.02 District to purchase Sod, Contractor to install  
(Approximately 400 sq. ft.) To match existing grass \$ \_\_\_\_\_ Pallet
- 5.03 Contractor to purchase and install Sod  
(Approximately 400 sq. ft.) To match existing grass \$ \_\_\_\_\_ Pallet
- 5.04 District to purchase mulch, Contractor to spread mulch \$ \_\_\_\_\_/cu.Yard
- 5.05 Contractor to purchase mulch, Contractor to spread mulch \$ \_\_\_\_\_/cu.Yard
- 5.06 Contractor to Purchase plants, based on cost-plus percentage markup \_\_\_\_\_%
- 5.07 Hourly rate for additional services related to this bid \$ \_\_\_\_\_/hour
- 5.08 Do you subcontract work out to other lawn care companies? Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.09 List of lawn care equipment owned by your company attached? Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.10 Do you have Department of Agriculture Certification to apply  
Herbicides? (Provide copy of license with bid response) Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.11 If no, provide sub-contractors name and a copy of their license from  
the Department of Agriculture. License attached? Yes \_\_\_\_\_ No \_\_\_\_\_

**AWARD IS BASED ON PARAGRAPH'S 3.03, 3.04 & ITEM #5.01**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, contractor, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER