

EDMOND PUBLIC SCHOOLS

Invitation to Bid No. 2021 Redbud Lawn

Lawn Maintenance Services at Redbud Elementary School

Issue Date: 10/4/2021

Closing Location:

Operations Department
1001 W. Danforth
Edmond, OK 73003

Closing Date and Time:

Proposals must be received at the Edmond Public Schools Operations Department prior to:

9:00 a.m., Central Standard Time, 10/28/2021

Inquiries and Clarifications are to be sent to:

Justin Coffelt, Associate Superintendent for District Operations;
Email: Justin.Coffelt@edmondschools.net
405-340-2988

Mandatory

Pre-bid Information Meeting:

Will be held at Redbud Elementary School
3800 N. Douglas Blvd Arcadia, OK 73034 at
9:00 a.m. on Thursday, Oct. 14, 2021

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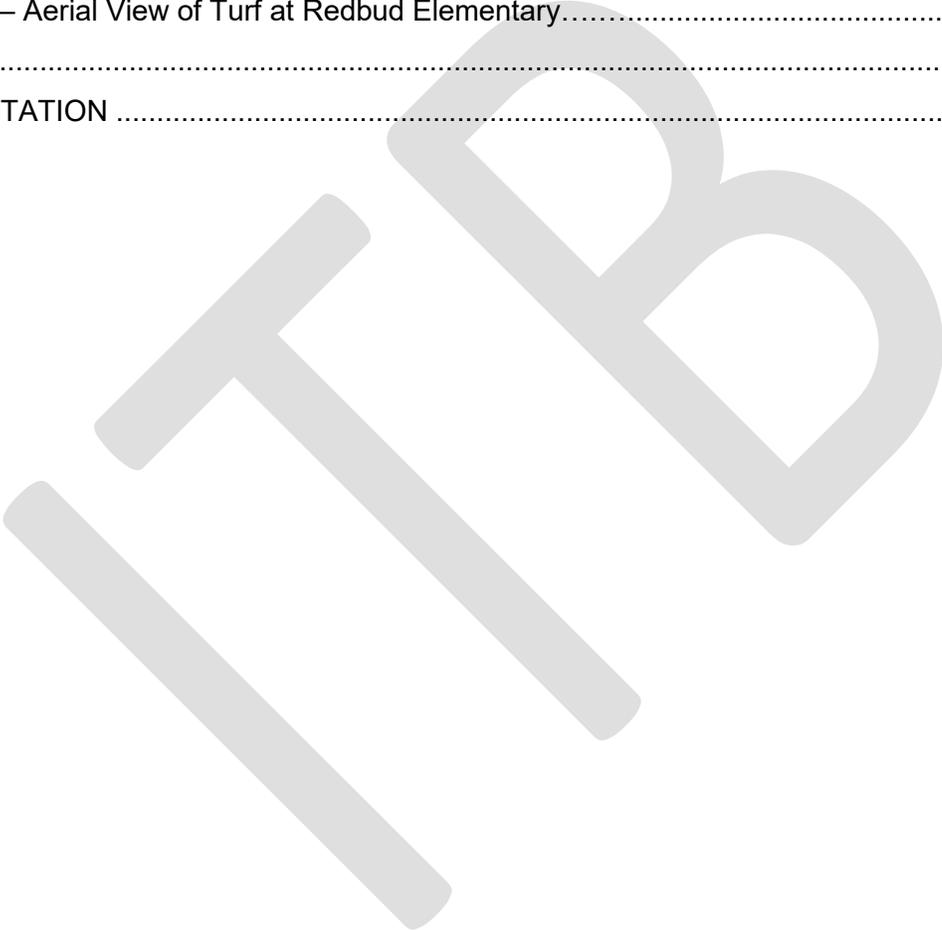
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Article 1: INTRODUCTION

1.1 SUMMARY

The Edmond Public School District (the “District”) is issuing this *Invitation to Bid* for Lawn Maintenance Services at the following site:

Redbud Elementary School
3800 N. Douglas Blvd
Arcadia, OK 73007

and is seeking competitive bids from Lawn Maintenance Services firms with a proven record of performance who can demonstrate they have the management ability, financial resources, equipment and trained/experienced personnel to provide the necessary equipment, supplies and services to complete this contract.

The process will include the review and evaluation of methods and procedures that would be used to provide Lawn Maintenance Services within the scope of this ITB. Past experience will also be judged by, but not limited to, the references of each Contractor. A major portion of the negotiations will include the financial terms of the contract. Contractors may be asked to make a presentation to a committee at EPS after submittal of a proposal.

After review of all proposals received, the District will award a contract to the Contractor whose proposal best meets the needs of the District. If none of the proposals submitted properly meet the needs, the District reserves the right to decline all proposals and not award a contract at this time. The District also reserves the right to accept bids from more than one Contractor.

The successful bidder shall supply all supervision, supplies, labor, training and equipment required to accomplish the Lawn Maintenance Services (the “Services”) detailed within this Invitation to Bid. The successful bidder will be required to perform the Services independently, in as effective and efficient manner as possible in accordance with the specifications described herein. If awarded, the term of the Contract is six (6) months commencing on or about January 1st. The term of the Contract may be extended by the Board annually for twelve (12) month renewal options beginning July 1 through June 30 with agreement by both the District and the Contractor.

While price is important, quality of service is an equally important part of this contract. The bid award will be based upon a combination of price and proposed service components.

1.2 Definitions

Throughout this Invitation to Bid (ITB), the following definitions will be used:

“**Bidder**” or “**Proponent**” means an individual or a company (Contractor) that submits, or intends to submit a Proposal to this Invitation to Bid.

“**Board**” means the Board of Education of the Edmond Public School District.

“**District**” means the Edmond Public School District.

“**Contract**” means the Purchase Order issued and executed by the District and consists of the Contract Documents identified in this ITB.

“**Employee**” or “**Employees**” means the Contractor’s staff assigned to this Contract.

“**Facility**” means the place where the Services will be performed.

“**Leading Bidder**” means the Bidder selected by the Board to enter into negotiations for a Contract.

“**Must**” or “**mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Proposal**” means a Proposal submitted by a Proponent/Bidder in response to this ITB.

“**ITB**” means this Invitation to Bid document.

“**Services**” means the whole of the services, tools, equipment, labor, supplies, equipment, permits, licenses, supervision and all that is required to be done, furnished and performed by the Contractor and all other expenditures in connection with this Contract to perform the Services as specified within the Invitation to Bid and otherwise agreed upon by both parties.

Article 2: INSTRUCTIONS TO BIDDERS

2 Bidders’ Site Tour (Pre-bid conference) A pre-bid conference will be held at 9:00 a.m. on Thursday, October 14, 2021 at Redbud Elementary School. Attendance at the pre-bid conference is **mandatory**. Bidders must sign the sign-in sheet to confirm attendance. Please arrive on time, since late comers may not be allowed the opportunity to attend. It is the Bidder’s responsibility to view the site to determine the existing conditions, critical dimensions and limitations. The Bidder shall rely entirely upon his/her own judgment in submitting a Proposal, and will include in his/her offer a sum sufficient to cover all items required for the Contract. In submitting a Proposal, the Bidder confirms he/she has viewed the site to his/her complete satisfaction.

At the discretion of the District, questions posted by Bidders and answered at the site tour may not be further documented or disseminated. Questions which are taken under advisement at the Site Tour will be documented and the response shall be distributed to the Bidders recorded as attending the pre-bid meeting.

2.1 Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Bidder to submit his/her Proposal to the Operations Department prior to 9:00 a.m., Central Standard Time, October 28, 2021 (the “closing date & time”). Proposals may be delivered by one of the following methods:

2.1.1 By Hand/Courier Delivery

Bidders should submit (1) original hard copy and (1) electronic version of the bid proposal in MS Word/PDF format submitted in the form of a flash drive. The proposal should be enclosed and sealed in an envelope/package clearly marked: 2021-Redbud Lawn, delivered and addressed to the

Operations Department, Edmond Public Schools, 1001 West Danforth, Edmond, OK 73003. Where there is a discrepancy, the hardcopy submitted shall take precedence over the electronic version flash drive submission.

2.1.2 By First Class Mail

2.1.3 Late Proposals

Late proposals shall not be considered. It is the Bidder's sole responsibility to ensure he/she allows himself/herself enough time to submit his/her bid proposal. Proposals received after 9:00 a.m., on October 26, 2021, shall not be considered. The wall clock in the Operations Department Office is the official time piece for the receipt of all Proposals.

2.1.4 Inquiries and Clarifications

All questions related to this ITB are to be directed, in writing, to the following persons:

Justin Coffelt

Edmond Public Schools

1001 W. Danforth Edmond, OK 73003

Phone: (405)340-2988

Justin.Coffelt@edmondschools.net

or

Sylvan Gordon, Maintenance Supervisor

Edmond Public Schools

200 N Kelly

Edmond, OK 73003

Phone: (405)340-2263

Sylvan.gordon@edmondschools.net

Information obtained from any other source is not official and is not to be relied upon. Inquiries and responses shall be recorded and may be distributed to all Bidders at the District's option. No oral conversation will affect or modify the terms of this ITB. Bidders are required to check for any updated information and Addenda issued up to 9:00 a.m., on October 28, 2021.

2.1.5 Addenda

Each addendum shall be incorporated into and become part of the ITB Document. No amendment of any kind to the ITB is effective unless it is contained in a written addendum, issued by the District's Operations Department. Upon submitting a proposal, Bidders shall be deemed to have received notice of all addenda that have been issued.

2.1.6 Bonding

2.1.6.1 Bid Bond

A bid bond is not required.

2.1.7 Bidder Costs for Proposal

The District shall not be responsible for the costs incurred by any Bidder in preparing and submitting its Proposal, attending site tours, interviews or for subsequent negotiations with the District, if any.

2.1.8 Liability for Errors

While the District has used considerable effort to ensure an accurate representation of information in this ITB, the information contained is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this ITB is intended to relieve Bidders from forming their own opinions and conclusions with respect to the Services in this ITB.

2.1.9 Changes to ITB Document

Bidders must not alter any portion of this ITB document, with the exception of adding the information requested. To do so will invalidate the submission of its Proposal.

2.1.10 Changes to the Bid Proposal Wording and Content

Bidders shall not be allowed the opportunity to change the working or content of their Proposals after closing and no words shall be added to the Proposal, including changing the intent or content of the presentation of the Proposals, unless requested by the District (e.g. minor clarifications).

2.1.11 Prices

All monthly lump sum rates, hourly rates and square foot rates shall remain FIRM for the entire Contract term and are all inclusive without limitation, labor, supervision, supplies, equipment, insurance, all licenses and permits, overhead and profit and all other expenditures necessary to perform the Lawn Maintenance Services as specified within this Invitation to Bid.

2.1.12 Error in Pricing

In the case of conflict between unit pricing and any extended totals, unit pricing will govern.

2.1.13 Withdrawal of Proposals

The Bidder may withdraw his/her Proposal at any time prior to the Proposal closing time by submitting a written withdrawal letter to the Operations Department, attention: Justin Coffelt.

Article 3: PROPOSAL RESPONSE SUBMISSION FORMAT

3.1 Mandatory Requirements

3.1.1 Timely Response

Proposal must be received prior to 9:00 a.m. Central Standard Time, on October 28, 2021.

3.1.2 Attendance at Pre-Bid

Attendance at the Pre-bid meeting (site tour) on Thursday, October 14, 2021 is **mandatory** condition for submitting a bid proposal.

3.1.3 Bid Form

Provide a completed Bid Form with all required attached schedules.

3.1.4 Bid Bond – Not Required.

3.2 Recommended Submissions

3.2.1 Resumes of supervisors who will be providing on-site supervision

3.2.2 Site specific health and safety program

3.2.3 Evidence of Insurance Requirement

Article 4: Proposal Evaluation Process

4 Compliance

Proposals received by the “closing time” will be screened for compliance with the mandatory requirements. The District reserves the right to determine whether or not any Proposal is compliant. Non-compliant Proposals will be rejected. The awarding of any Contract shall be based on the best overall value to the District.

EXHIBIT A – Draft Contract for Lawn Maintenance Services

At Redbud Elementary School

This Contract for Lawn Maintenance Services (“Service Contract”) is made effective on the date of signing by Edmond Public School District, (hereinafter "EPS") as evidenced herein by and between EPS and _____, (hereinafter "Contractor"), hereinafter collectively referred to as (the “Parties”), for services to be provided as more specifically set forth herein below.

In consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

- 1) **Purpose:** Contractor will provide all necessary supervision, expertise, labor, equipment, material, and tools necessary to provide Lawn Maintenance Services for all school buildings at EPS as per specifications and bid documents.
- 2) **Scope of Services:** Contractor shall perform and complete, in a timely and satisfactory manner, Lawn Maintenance Services which meet or exceed the EPS Performance Standards described in Exhibit B, which is attached hereto and made a part of this contract by reference.
- 3) **Supplies Furnished:** Contractor shall provide all supplies necessary for the performance of this contract.
- 4) **Facilities Covered:** This contract covers all grounds located at the Edmond Redbud Elementary School campus, as pictured in the attached aerial photograph.
- 5) **Consideration:** As consideration for the performance of the services which meet or exceed EPS Lawn Maintenance Services performance standards referenced in Exhibit B, EPS agrees to compensate Contractor the following monthly amounts for Lawn Maintenance Services at Edmond

Redbud Elementary School, for lawn mowing, edging, trimming, weed control on hard surface areas, weed control on turf, and shrubbery bed maintenance per specifications:

Amount(s) per approved bid proposal.

a) *\$ Additional Services per bid proposal* per labor hour for additional services performed outside the normal scope of this contract.

6) **Adjustment to Square Footage:** In the event that additional square footage is added to the contract, or in the event square footage is reduced, an adjustment will be made to this contract in the amount of \$ *Amount per bid proposal*.

7) **Adjustment to Price based on CPI-U Index.** The contract price shall be adjusted, at the time of annual contract extension, by the annual increase or decrease in the [consumer price index](#) in March of each year. Pricing shall be all inclusive without limitation, labor, supervision, supplies, equipment, insurance, all licenses and permits, overhead and profit and all other expenditures necessary to perform the lawn maintenance services as specified within this contract.

8) **Adjustment to Square Footage:** In the event that additional square footage is added to the facility by construction, or in the event square footage is reduced, an adjustment will be made to this contract in the amount of \$ *Amount per bid proposal* per square foot.

9) **Method of Payment:** Invoices shall contain the purchase order number and other required information. Upon approval, the invoice shall be forwarded for payment. Payment shall be made within 30 days from the date of receipt of invoice provided the services have been completed and all required documentation has been provided. Failure to follow these instructions shall likely result in delay of processing invoices for payment.

10) **Term:** The term of the contract is from January 1, 2022 through June 30, 2022, and may be extended by the Board, by mutual agreement of the parties, from year to year, contingent upon continued legislative appropriations.

11) **Oklahoma Taxpayer and Citizen Protection Act:** The Contractor certifies that it and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

12) **Staffing Authorization:** Contractor agrees that EPS does not authorize contractor to use employees who have not received proper employment authorization prior to their performance of services.

13) **Communication and Supervision:** Contractor will have at least one on-site supervisor who can clearly understand and communicate with school personnel. Contractor employees working on EPS property must be at all times, competent, supervised, and acceptable to the school principal.

Contractor will have at least one designated person who can be reached by EPS 24 hours a day by telephone.

14) **Lawn Maintenance Performance Standards:** Contractor will provide Lawn Maintenance Services that meet or exceed EPS Lawn Maintenance Services Performance Standards which are described in Exhibit B and by reference, made a part of this contract.

15) **Uniform:** The successful contractor shall properly identify each employee engaged for this work. The employee must be neat in appearance.

16) **Property Damage:** Existing facilities damaged during the performance of services shall be repaired and left in as good a condition as found. All repairs shall be completed at Contractor's expense without cost to EPS.

17) **Safety Standards and Hazard Communications:** Contractor shall comply with all federal and state safety statutes and regulations and with EPS safety procedures in the performance of services on EPS property.

18) **Insurance:** Contractor shall procure and maintain at its expense, using a company or companies acceptable to EPS, the following insurance coverage throughout the period of this Service Contract.

a) Commercial Liability as follows:

- i) Personal injury in amounts not less than \$1,000,000 per occurrence, and,
- ii) Property damage in amounts not less than \$1,000,000 each occurrence.

b) Workers Compensation – with limits required by the State of Oklahoma and with Employer's Liability limits of \$500,000 per accident.

c) Comprehensive Automobile Liability – owned, hired and non-owned in amounts not less than:

- i) Bodily injury - \$1,000,000 per person, \$1,000,000 per occurrence and
- ii) Property damage - \$1,000,000 per occurrence.

Contractor shall provide EPS with Certificate(s) of Insurance showing EPS as Certificate Holder evidencing such insurance prior to the award of the contract. Contractor shall timely renew all policies to be carried throughout the term of this Service Contract and provide EPS with evidence of such renewal in the form of Certificate(s) of Insurance. The contract will terminate, effective immediately, if the current certificate of insurance is not provided upon EPS request.

19) **Bond:** Not required.

20) **Taxes:** EPS shall not be responsible for the payment of taxes, late charges, or penalties of any nature relating to any payment made to Contractor in connection with this Service Contract.

Contractor shall pay and/or collect and discharge as they become due all taxes, assessments, rates, damages, license fees, levies, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed or imposed on any

payment to Contractor. Purchases by EPS are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

21) **Indemnity:** Contractor without exception shall indemnify and hold harmless EPS, its Board of Education, administration, employees, students, and any agent authorized to act on behalf of EPS from any liability of any nature or kind and from any and all damages to persons and property resulting from or alleged to result from the activities, acts or omissions of Contractor and of Contractor's agents, and also to hold harmless from any losses or damages which should arise due to failure of any utility service or any act causing interruption of Contractor's operation outside the control of EPS. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including attorneys' fees, which may arise in connection with the actions or failure to act of the other party or its employees, officers, directors or agents in performing any of their obligations under this Service Contract unless so ordered by a court of competent jurisdiction. EPS's liability is governed and limited by the Oklahoma Governmental Tort Claims Act.

22) **Governing Law:** This Service shall be governed by Board policies and the laws of the State of Oklahoma without regard to its conflict of law's provisions. Any controversy, claim, or dispute arising out of or relating to this Agreement shall be adjudicated in the Oklahoma District Court for Oklahoma County. EPS does not agree to binding arbitration of any disputes arising under this Agreement. Nothing in this Agreement shall require the commission of any act contrary to law. Whenever there is any conflict between any provision of this Service Contract, and any such law, rule, or regulation, then the law, rule, or regulation shall prevail, and this Service Contract shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts.

23) **Remedies Retained:** Pursuit by either Party to this Service Contract of any remedy described herein or otherwise available at law or in equity shall not preclude pursuit by that Party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of any Party.

24) **Termination:** Should the Contractor fail to comply with any of the obligations required of it in this contract, and following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than ten (10) days), the District shall have the right to terminate this contract at the end of an additional thirty (30) day period. EPS or Contractor shall have the right to terminate the contract upon ninety (90) days written notice.

25) **Failure to Enforce:** Failure by EPS at any time to enforce the provisions of this Service Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of EPS to enforce any provisions at any time in accordance with its terms.

26) **Severability:** The invalidity or unenforceability of any particular provision, or part of any provision of the Service Contract shall not affect the other provisions or parts hereof, and this Service Contract shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

27) **Oral Representations/Entire Agreement and Amendments:** This Service Contract supersedes any prior agreement. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the Parties to this Service Contract unless incorporated in this Service Contract. This Service Contract contains all the terms and conditions agreed upon by the Parties hereto and may not be amended except by written agreement between the Parties.

28) **Independent Contractor:** This Service Contract shall not create the relationship of agent, servant, employee, partnership, joint venture or association as between EPS and Contractor. Contractor's employees shall not be considered employees of the State of Oklahoma or EPS for any purpose, and accordingly, shall not be eligible for rights or benefits accruing to such employees.

29) **Compliance with Applicable Laws:** The products and services supplied under this Service Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permits.

30) **Assignment:** This Service Contract shall not be assigned, subcontracted, or otherwise transferred by either Party without the prior written consent of the other Party.

31) **Binding Effect:** By signing this Service Contract the Parties agree to abide by all rules and regulations. This Service Contract shall be binding upon the parties hereto, their successors, and assigns.

32) **State Entity:** EPS and its Board of Education is a political subdivision of the State of Oklahoma. Accordingly, EPS does not have the authority to enter into agreements to waive, compromise, concede, surrender, or relinquish the rights, privileges, immunities or remedies of the State of Oklahoma, nor agree to lesser or greater standards of care; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify, or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor agree not to enforce any of the rights, privileges, immunities, or remedies as provided by law. EPS, as a political subdivision of the State of Oklahoma, does not have the authority to enter into agreements which are contrary to any federal laws, the Oklahoma Constitution, or Oklahoma statutes, all as interpreted by the courts and the Oklahoma Attorney General. Nothing contained within this Service Contract shall be interpreted in such a way that EPS acted contrary to or outside its authority to act as a political subdivision of the State of Oklahoma.

AGREED TO AND ACCEPTED:

Edmond Public Schools

By: _____ (Date)

Dr. Angela Grunewald, Superintendent

By: DRAFT _____ (Date)

**EXHIBIT B” – Lawn Maintenance Performance Standards
At Redbud Elementary School
Mowing, Trimming, and Edging**

- 1) All trash, debris, and tree limbs shall be picked up before mowing.
- 2) Lawns shall be mowed and trimmed to a height of 2” per cutting. The cutting shall be done as follows: Two times in March, weekly from April through September, two times in October, one time in November. Contractor shall be allowed to scalp the lawn only prior to the spring mowing cycle or as otherwise agreed between the parties.
- 3) All elements of the lawn maintenance cycle shall be completed the same day or the following day after they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.
- 4) All mowing and clean-up of debris will be completed by area rather than by task, meaning that all required work in one area will be completed the same day before moving to the next area.
- 5) Ruts caused by equipment and/or operator error will be repaired at Contractor’s expense. Mowing shall be done in alternating directions to prevent rutting.
- 6) All mowing, trimming, and edging equipment shall be properly maintained and sharpened to ensure smooth, even cuts and grass heights and to minimize turf damage.
- 7) No more than 1/3 of the total grass height should be removed at one time.
- 8) All clippings shall be removed from sidewalks, concrete pads, parking areas, and flower and shrub beds.
- 9) Grass trimming shall be done in a way as to prevent injury to fixed objects and trees.
- 10) Edging shall be no wider than ½ inch from edge of sidewalk to lawn surface.
- 11) Trees severely damaged by mowers and trimmers shall be replaced at contractor’s expense.
- 12) Mowers and mower blades shall be of a type which causes clippings to be mulched and distributed evenly over the cut area. Any visible accumulation of grass clippings and other cut vegetation shall be hauled off the property.
- 13) Grass shall not be mowed when wet.
- 14) Areas to be mowed will be approximate as designated on attached or enclosed aerial map.

Weed Control on Hard Surface Areas

15) Weeds shall be removed from parking lots, sidewalks, and other hard surface areas at the site.

Restrictions

16) No mowing, trimming, or edging shall be done in areas where students are present, at any/all buildings.

17) No debris shall be discarded in EPS trash containers.

18) No work shall be done in a manner that might cause rocks or other flying debris to strike people, vehicles, or facilities.

Shrubbery Beds

19) Ornamental Shrubbery beds shall be kept in neat appearance. Area inside of tree rings shall be included in this section. Contractor is responsible for mulching all shrubbery bed areas as needed.

20) Dead plant materials shall be removed at contractor's expense.

21) Plants and shrubs shall be trimmed or pruned as needed to maintain a neat appearance.

Staffing Levels and Response Times

22) Contractor will maintain adequate staffing and equipment levels to maintain EPS lawn maintenance performance standards and quick response times as needed.

Alternate #1.

Weed Control for Turf.

- 1) Preemergence applied before April 1.
- 2) Postemergence applied before July 1.
- 3) Preemergence applied before Sept 15.

EXHIBIT C - Additional Terms and Conditions

1. Sealed bids will be opened by the Purchasing Department at the Edmond Public School Administrative Services Center, 1001 West Danforth, Edmond, Oklahoma.

2. Bids received after the closing time stated in the bid will not be considered. Envelopes must contain only one bid, be sealed, and name and address of bidder noted in upper left hand corner.

COMPETITIVE BID NUMBER AND CLOSING DATE MUST APPEAR ON FACE OF ENVELOPE.

3. This contract may be bid and awarded on an ALL OR NONE basis, by item or groups of items, whichever is in the best interest of the School District. If bidding ALL OR NONE, either by groups of line item or by total of line items, this must be clearly stated on the invitation to Bid response.

4. The bid shall be submitted on approved forms. Quotations must be typewritten or in ink, and corrections must be initialed. Penciled bids will not be accepted. Alternate forms may be considered, but must reference this bid; all terms and conditions will still apply.

5. Bidder guarantees unit price to be correct.

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6. Firm prices shall be bid F.O.B. to the Edmond Public Schools and include packaging, handling, shipping, and delivery charges fully prepaid by the Contractor.
7. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and documentation will be furnished to the Contractor with the Purchase Order.
8. The Contractor shall deliver merchandise as bid. No deviations will be made.
9. No interpretation is addressed to the Purchasing Office and is received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be mailed to all prospective bidders if the competitive nature of the bidding is affected. An extension of the closing date may be made by the Edmond Public Schools if the situation warrants.
10. Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Alternate bids will be considered unless specifically prohibited. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. **Proof of equivalency will be the responsibility of the bidder.** Bidder shall submit sketches with proposal, descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
11. All bids submitted are subject to the Edmond Public School Purchasing Department and the Edmond Public School Board of Education Purchasing policies and procedures and these General or any Conditions and specifications listed herein - all of which are made a part of this bid invitation by reference. This bid, any subsequent Purchase Order, or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This bid is submitted as a legal offer and any bid when accepted by the Edmond Public School Board of Education constitutes a firm contract.
13. This form must be made out in the corporate name of the bidder and must be fully and properly executed by an authorized person, signed in ink, and notarized with full knowledge and acceptance of all its provisions. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the bid. Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this bid is invalid if statement of non-collusion is not signed.
14. In-state preferences not to exceed a 5% differential may be allowed for supplies, materials and provisions produced, manufactured or grown in this state, 74 O.S. §85.32. If you wish to claim this preference, place an asterisk (*) by each item so claimed and identify whether it is produced, grown, or manufactured in Oklahoma. Proof of qualification rests with Contractor.
15. Cash and other discounts will be considered and evaluated in the bid award. However, cash discounts will be considered only if the District determines the time period for receiving a discount can be met.
16. Oklahoma is an energy conservation state, and we welcome any comments on your bid that would indicate energy savings.
17. In the event a delivery date is specified on the bid, the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the contract could be cause for termination.

Bid # 2021 Redbud Lawn – Edmond Public Schools

18. By submitting this Invitation to Bid, bidder acknowledges and approves the Terms and Conditions offered by the bidder. Any attachments produced by the bidder and submitted with this bid will become part of this bid. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.

19. BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. THE EDMOND PUBLIC SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.

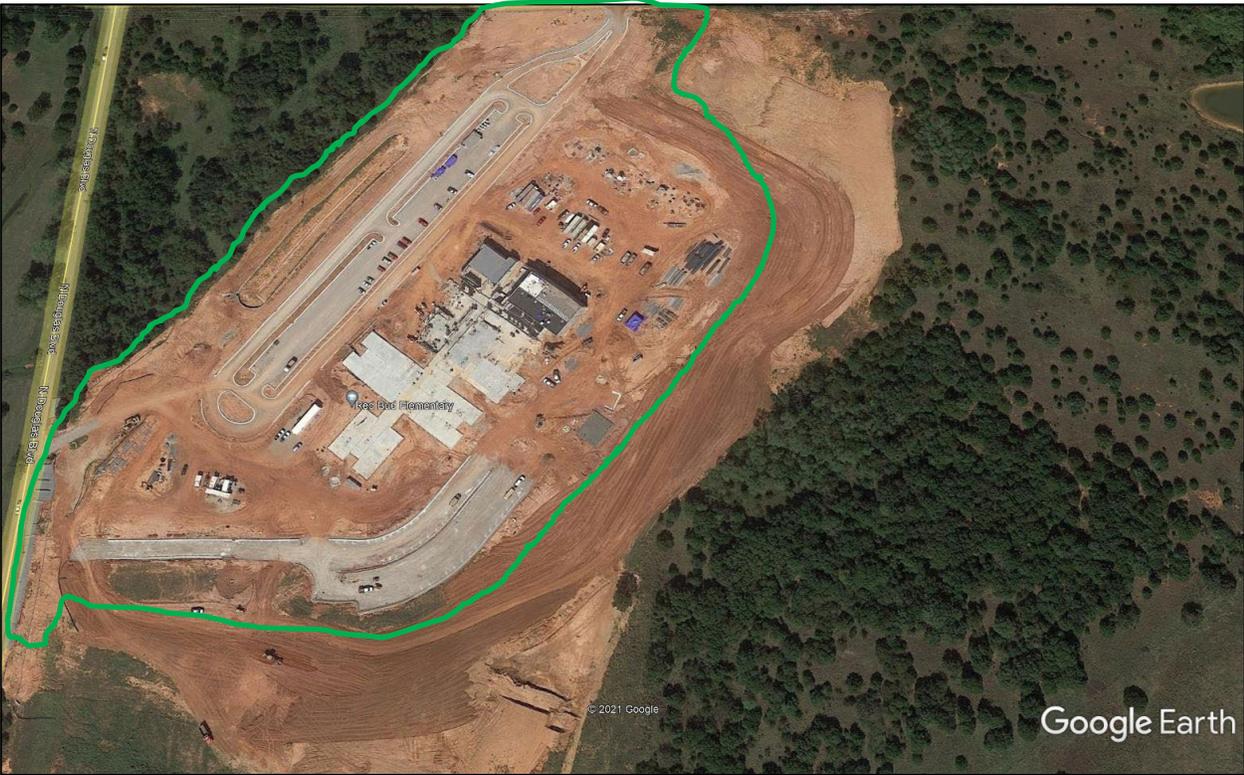
20. If this bid will involve any labor on the campus of Edmond Public Schools, the bidder will be responsible to provide insurance coverage as prescribed by the laws of the State of Oklahoma. The bidder will hold the District harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project. The successful bidder is to assure a copy of an Insurance Certificate showing coverage by Workers' Compensation and/or other Liability Insurance is on file with the District, or that he/she is exempt from carrying such insurance, BEFORE work begins. Failure to carry the insurance by an exempt bidder will not necessarily void his/her bid.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

EXHIBIT D – Aerial View of Redbud Elementary School

The area outlined in green will be covered under this lawn maintenance contract.



DELIVER SEALED BIDS TO:
EDMOND PUBLIC SCHOOLS
OPERATIONS
1001 W. DANFORTH
EDMOND, OK 73003

1. Amount bid for Lawn Maintenance Services contract at: Redbud Elementary School per specifications and contract, base bid:

	Without Weed Control	Including Weed Control Services
a) July	\$ _____	\$ _____
b) August	\$ _____	\$ _____
c) September	\$ _____	\$ _____
d) October	\$ _____	\$ _____
e) November	\$ _____	\$ _____
f) December	\$ _____	\$ _____
g) January	\$ _____	\$ _____
h) February	\$ _____	\$ _____
i) March	\$ _____	\$ _____
j) April	\$ _____	\$ _____
k) May	\$ _____	\$ _____
l) June	\$ _____	\$ _____
TOTAL(s)	\$ _____	\$ _____

3. Contract Square Foot Adjustment to add or subtract in the event that the square Footage under Contract changes due to construction or other events:

\$ _____ 1,000/Sq. Ft.

4. Bid amount per labor hour for services performed outside of scope of normal Lawn Maintenance Services contract.

\$ _____ per hour _____
(Describe labor category)

\$ _____ per hour _____
(Describe labor category)

\$ _____ per hour _____
(Describe labor category)

5. Objection to Contract Terms: Contractor objects to the following contract terms, and offers a proposed contract modification as follows: *(Required changes to the contract will be considered in evaluating bids).*

AFFIDAVIT: THIS BID INVALID IF NOT SIGNED AND NOTARIZED

STATE OF [REDACTED]

COUNTY OF [REDACTED]

[REDACTED] of lawful age, being first duly sworn, on oath says that:

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of [REDACTED], the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting 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 such bid; and

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 such prospective contract,
- c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
- d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to Section 2 of this act.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this [REDACTED] day of [REDACTED] 2021.

FEI No. [REDACTED]

Firm: [REDACTED]

Address: [redacted] Phone [redacted]

City [redacted] State [redacted] Zip [redacted]

_____/_____
SIGNATURE/TITLE

Subscribed & Sworn before me this [redacted] day of [redacted], 2021.

[redacted]

NOTARY PUBLIC

My Commission Expires: [redacted]

THIS BID INVALID IF NOT SIGNED AND NOTARIZED