



III. SCOPE OF SERVICES

Contract Period:

The initial contract period will be for one year 7.1.16 through 6.30.17 with the option to renew the contract annually. The District reserves the option to renew the contract with Whitfield's for up to four additional one year periods. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District's best interest.

General:

It is the District's intent to contract this maintenance service with providers who can demonstrate their ability to adequately satisfy the District's needs on a timely basis at the best price.

Required Conditions & Services:

- **Complete the Familial Disclosure affidavit** (See Exhibit G)
- Whitfield's shall furnish all supervision, sufficient labor, fuel, materials, equipment, employee safety training, supplies, insurance and other resources to perform mowing and trimming of all areas specified in this request for proposal.
- Whitfield's must be able to demonstrate their ability to perform the required services by completing the Company Qualifications form (Section V) below.
- Mowing and turf trimming specifications and locations as outlined in Exhibit B "Scope of Services" section of this request for proposal. Generally:
 - Grass shall be cut when it grows to between 3.0 and 4.0 inches or as requested by the District. Desired grass height is 2.5 inches.
 - Trimming of the mowed areas shall be completed with each mowing cycle and maintained at the same mowing height of the rest of the grass.
- If Whitfield's is unable to perform the required services as scheduled and has not communicated their inability to do so, the District shall retain the right to have the services performed by internal staff or another provider, holding Whitfield's responsible to pay the District for these costs.
- Mowing and turf trimming services to the identified property listed in this request for proposal shall include the collection of all litter on the grounds prior to each mowing cycle. Litter shall be defined as paper, cans, and bottles, limbs greater than ½ inch in diameter and/or other discarded debris or materials on the grounds. Any materials mowed over and scattered in the mowed area shall be immediately picked-up by Whitfield's personnel.
- No mowing is to take place when students or staffs are in close proximity.
- Whitfield's shall perform their duties as outlined in this request for proposal with care and when possible shall remain at least twenty-five feet (25') away from any person.
- All equipment safety devices, including discharge deflectors must be in place and used.
- No abrupt turning or sliding of equipment is permitted which may result in turf damage.
- Operation of equipment resulting in damage to trees is not permitted.
- Whitfield's shall complete a daily work report form and fax or scan and electronically submit to the Director of Custodial Services or his designee.

Required Conditions & Services:

- The report shall include but not limited to date and time of service, and information regarding any vandalism, graffiti or dangerous situations noticed while performing their work. Items that Whitfield's personnel feel cause an immediate hazard, shall be called in immediately to the Director.
- Whitfield's shall respond to calls from the District regarding missed or omitted areas and shall complete the requested work within 24 hours of notification.
- Whitfield's personnel shall be courteous to the general public, follow all industry accepted safety standards (OSHA), and shall wear appropriate clothing, remaining fully clothed while performing the required services. Brightly colored clothing (e.g., orange, florescent green, yellow) is required when mowing near or in traffic areas. The clothing worn by Whitfield's personnel while mowing the District's locations may include the Whitfield's logo, business name or other business information.
- Whitfield's personnel must be U.S. citizens.
- Whitfield's and their personnel must comply with all applicable City, State and Federal rules and regulations as set forth currently or in the future.
- Whitfield's shall certify that all employees employed in support of this contract, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.
- Whitfield's maybe asked by the District to remove / replace an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of Whitfield's shall be permitted to use these substances when performing work on District property.
- Whitfield's shall submit an estimated monthly mowing schedule at the beginning of each month of the mowing season to the Director of Custodial Services for approval.
- Whitfield's shall be responsible for any damage to any District or private property / structures as a result of their operations, and shall report such damage within twenty four hours of occurrence, including but not limited to; damage to buildings, signs, planting beds, trees, shrubs, specialized horticultural areas (prairies, rain gardens, etc.). Whitfield's will be responsible for the reasonable cost of replacement. Said damage replacement shall be computed using replacement cost values up to and including full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree. Damage to physical structures (buildings, signs, etc.) by Whitfield's personnel shall be immediately reported to the Director of Custodial Services or his designee to determine the extent of the damage and replacement costs to the Whitfield's.
- Relocation of fixtures and furnishings moved in order to complete a mowing and trimming cycle shall be replaced to their original location.
- Whitfield's Crew Leader shall notify the District's site contact representative when work is completed in an area so that the area can be inspected; an unsatisfactory review will require the Whitfield's to correct all deficiencies at no additional costs to the District.
- Whitfield's shall submit an hourly rate for storm damage clean-up (removal of downed trees and limbs) should a storm require the mowing area to be cleared prior to performing the mowing and trimming services as outlined in this request for proposal.

RFP7157 Mowing & Trimmer Maintenance Service – First Extension FY16-17

Required Conditions & Services:

- Whitfield's shall be available for weekly scheduled meetings with the Director of Custodial Services or his designee.
- Whitfield's shall not utilize subcontractors except in emergency situations when preauthorized in writing by the Director of Custodial Services or his designee.
- Unauthorized use of subcontractors by Whitfield's may be cause for termination of the contract.
- Under no circumstances will District personnel supervise Whitfield's personnel; failure of the Whitfield's to supervise its personnel may be cause for termination of the contract
- All mowing and trimming should be completed in five (5) working days per cycle per property, from Monday – Friday, inclusive; and, with permission for the Director of Custodial Services, mowing and trimming may be permitted on Saturday's and Sunday's. All mowing and trimming should be completed between 7:00 am and 9:00 p.m.
- Changes to the mowing and trimming cycle maybe required due to weather conditions, in such case the Director of Custodial Services will work with Whitfield's to modify the schedule.
- Whitfield's may request in writing extra time to complete a cycle due to inclement weather conditions from the Director of Custodial Services

Duties & Responsibilities of the School District:

- The District will provide point of contact information for each location to Whitfield's.
- The District will provide site maps for each location to Whitfield's.
- The District will provide direction and feedback on the level of service performed by Whitfield's.



VIII. FORM OF PROPOSAL

Based upon the Scope of Services as well as the exhibits, please indicate your costs to perform the required services. Your proposal shall clearly state all of the costs associated with the service requested. ~~No other costs post award will be accepted.~~

Zone	Total Acres	# Cycles	Cost per Acre / Cycle
One	<u>13</u>	26	\$ <u>37⁰⁰</u> /cycle
Two	<u> </u>	26	\$ <u> </u> /cycle
Three	<u> </u>	26	\$ <u> </u> /cycle
Hourly rate for storm damage cleanup			\$ <u> </u> / Hour

Company Name: WhitFields Lawn & Garden Specialists
 Street Address: 3132 4th St
 City / State / Zip: Des Moines Ia 50313
 Contact Phone Number: 515-710-1812 - Cell 515-554-3640
 Contact Fax Number: N/A
 Contact Email Address: WhitFieldsLgss@yahoo.com
 Authorized Representative Signature: Randy W. Arp
 Representative Name (print):

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 isaiah.mcgee@dmcschools.org. Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. The District plans to pay the Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that the Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below.



IX. ATTACHMENTS

Exhibit A

Offender Acknowledgement

Whitfield's ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Exhibit B
Scope of Services

<u>Duties</u>	<u>Work Required</u>	<u>Specification</u>	<u>Frequency</u>
Mowing	Turf will be mowed between 3.0 and 4.0 inches or as requested	Clippings shall not be left clumped, blown toward traffic, sidewalks or recreational areas (playgrounds, wading pools, etc.) While school is in session, all mowing will be done around the school buildings and play areas after school in order to not disturb classes.	April – November Anticipate 26 cycles
Trimming	Trimming will occur with each mowing cycle. All concrete sidewalks will be edged weekly with a string trimmer and twice a year with an edging machine to maintain a visible edge between the sidewalk and turf.	Area where turf cannot be mowed such as sidewalk edges, signs, buildings, etc. While school is in session, all mowing will be done around the school buildings and play areas after school in order to not disturb classes. Areas inaccessible to mowers must be weed-wacked.	April – November Anticipate 26 cycles
Debris	Removal of clippings	All debris will be blown / swept off of all sidewalks after mowing is completed.	April – November Anticipate 26 cycles
Trash Removal	All trash shall be removed prior to each mowing cycle	Area will be cleaned of trash prior to operating mowing equipment	April – November Anticipate 26 cycles
Storm Damage Removal	Collection and removal of all downed limbs due to storm damage prior to mowing and trimming	Area shall be cleared of all storm damage material and placed on a hard surface for District crews to dispose of prior to any mowing cycle.	April – November As needed. Please provide per hour cost per crew.
Clean-up	Blowing or sweeping of hardscape areas (sidewalks, open air shelters, etc.)	Hardscape areas shall be cleared of all debris from mowing and trimming services	April – November Anticipate 26 cycles
Inclement Weather	Minimize damage to turf areas, storage of contractor's equipment	Mowing areas shall not be damaged (rutted) due to weather conditions. Specified location for the temporary storage of the contractor's equipment.	April – November As needed.
Daily Maintenance Report	Completion of work completed submittal sheet	Completion of Daily Maintenance Report.	April – November Anticipate 26 cycles
Leaf mulching	Mowing/mulching of downed leaves at specific locations	Additional mowing cycles shall be completed to mulch leaves at identified sites in Exhibit C as needed.	As directed by District personnel.

The number of cycles above is estimates the actual number of cycles shall be determined by the Director of Custodial Services

Exhibit E
Endorsements

ADDITIONAL INSURED ENDORSEMENT

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, Risk Manager, 2323 Grand Ave, Des Moines, Iowa 50312. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION

To the fullest extent permitted by law, Whitfield's hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to Whitfield's or anyone claiming through or under Whitfield's by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. Whitfield's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of Whitfield's to recover there under.

Familial Disclosure Affidavit

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Contractor and any member of the District's Administration or Board of Education.

The undersigned, owner or authorized officer of Whitfield's LGS (The Contractor), pursuant to the familial disclosure requirement provided in the Des Moines Public Schools Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Contractor or any employee of the Contractor, and any member of the District's Administration or Board of Education.

The following are the Contractor's familial relationship(s) with the Des Moines Public Schools Administration or Board of Education:

Contractor/Employee Name Related to: Relationship

1. None
2. _____

(Attach additional pages if necessary to disclose all familial relationships.)

There is no familial relationship that exists between the Contractor and/or any employee of the Contractor and any member of the Des Moines Public Schools Administration or Board of Education.

Contractor: Whitfield's LGS
(Company Name)
By: Randy W. Cat
(Signature)
Owner
(Title)

This instrument was acknowledged before me, a Notary Public, in and for POLK County,
on this day 30, day of JUNE, 2016
Catherine L. Whitfield SS:
(Notary Public Signature)

My Commission expires: 3-19-19

Acting in the County of: POLK

