

## Lawn Care Services Contract

This agreement is entered into between:

(Hereinafter referred  
to as "Contractor")

and

Ocean Springs School District  
PO Box 7002  
Ocean Springs, MS 39566-7002

(Hereinafter referred  
to as "Customer")

For the Buildings:

Oak Park Elementary, Magnolia Park Elementary,  
Pecan Park Elementary, N.E. Taconi Elementary,  
OS Upper Elementary, OS Middle School, (Hereinafter referred  
OS High School, Keys Alternative Education Center, to as "Building")  
Greyhound Stadium Complex, Transportation/Maintenance  
Complex, Central Administration Building, Storage Building,  
and Athletics Complex. This does not include cutting the baseball playing surface  
located at Greyhound Stadium.

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. **Employment.** Customer hereby employs Contractor to provide lawn care services to the above referenced Buildings.
2. **Scope of Work.** Contractor agrees to supply all labor, equipment, and material necessary to perform services as outlined on Exhibit A. Customer or its agent shall notify Contractor of any change in the areas to be serviced and the date such change shall become effective, said notice to be in writing and received by the Contractor before the effective date of the change.
3. **Contractor Employees.** Contractor shall perform the following duties:
  - (a) Contractor shall use reasonable efforts to employ only persons skilled in the performance of lawn care services;
  - (b) Contractor shall certify compliance with OSSD School Board Policy FGDB using form FGDB-E(1) (attached);
  - (c) Contractor shall be willing to work with police and submit employees to polygraph tests upon demand of the Ocean Springs School District if the police department feels that it may help in solving cases involving the Ocean Springs School District;
  - (d) Contractor shall furnish each employee with a form of identification showing the name of the employee and clearly showing that he is an employee of the Contractor;
  - (e) Contractor shall direct its employees to be neatly attired during the performance of the services hereunder;
  - (f) Contractor shall insure no smoking, interactions with students, foul language, yelling or fighting will be permitted on the Ocean Springs School District properties;
  - (g) Contractor shall comply with and inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);

- (h) Contractor shall designate a supervisor who will be instructed to check the quality of services provided by Contractor employees in performing this Contract;
  - (i) Contractor shall obtain fidelity bonds on its employees;
  - (j) Contractor shall comply with the Immigration Reform and Control Act of 1986;
  - (k) Contractor shall furnish each employee with training required by AHERA (Asbestos Hazard Environmental Removal Act).
  - (l) Contractor must maintain a license to do business in the State Of Mississippi;
  - (m) Contractor will be responsible for bodily injury and/or property damage caused as a result of services provided.
4. **Customer Inspection.** Labor, materials, and supplies furnished by Contractor shall be subject to inspection at any time by the Customer, his agent, or representative. Customer shall notify Contractor of any objections it has to the service performed within five (5) days after the date such services in question were performed. Contractor shall have the right to improve said services within (5) days from the date of the Customer's notice to conform with the Customer's desires as specified in said notice without being in default. Failure of the Customer to give notice in writing objecting to Contractor's performance hereunder shall constitute acceptance of Contractor's performance and Customer shall have no right to withhold payment of any amounts hereunder for the past failure to perform on the part of the Contractor. If notice is given and Contractor fails to perform, the Customer has right to withhold payment until such time as proper service is performed.
5. **Insurance.** Contractor shall maintain insurance of the following types and amounts:
- (a) Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
  - (b) Commercial Auto Liability - Combined Single Limit in an amount of \$1,000,000.00; Workers' Compensation and Employer's Liability Insurance;
  - (c) Workers' Compensation Limits: Statutory-State of Mississippi. Policy shall include a waiver of subrogation in favor of Ocean Springs School District. Employers' Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
  - (d) The Ocean Springs School District shall be named as an additional insured on the General Liability Policy and Automobile Policy;
  - (e) Fidelity bonds shall be secured on all of Contractor's employees in amounts not less than \$5,000.00 per individual and \$25,000.00 per occurrence; and,
  - (f) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.
6. **Customer Non-Interference.** The parties hereby mutually acknowledge that Contractor has a substantial investment in the training and preparation of its employees in order for the Contractor to fulfill its obligations hereunder.
- (a) Contractor must advise and discipline its employees for discussing employment matters with the Customers personnel;
  - (b) During the term of the Contractor's employment and for a period of three (3) months following the termination thereof, Customer agrees not to employ for the purpose of performing lawn care services on the Buildings, any employee of Contractor who performed services pursuant to this Contract;
  - (c) Contractor shall waive the terms of the above items, in consideration of a mutually agreed fee paid to the Contractor for the employment of Management and/or Supervision staff.

7. **Liability for Loss.** Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, charged to, or recoverable from the Customer by reason of the sole negligence or proven dishonesty of Contractor, its employees or agents in connection with the performance of the services hereunder.
8. **Miscellaneous.**
- (a) This contract shall be construed in accordance with the laws of the State of Mississippi.
  - (b) This contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
  - (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
  - (d) By the signature below, the individual executing this Contract on behalf of the Customer has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer (if other than owner of Building) and owner of Building to the terms of this Contract;
  - (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.
9. **Terms of Service.** The terms of this Contract shall commence **April 1, 2015** and shall continue until **March 31, 2016** with an option to renew up to four (4) terms, upon annual Board approval. Additional services must be mutually agreed upon by both parties.
10. **Work Hours.** Contractor is required to schedule its services with the Director of Operations prior to the beginning of each cycle. The Contractor shall use reasonable efforts not to interfere with the normal routine of the Building's tenants.
11. **Compensation.** Throughout the term of this Contract, Customer shall pay to the Contractor the sum of \$        per cycle based on specifications in accordance with the following terms:
- (a) Payment will be made no later than forty-five (45) days after the month that the contract begins assuming:
    - (1) There are no unresolved problems with the service as outlined in Section 4;
    - (2) There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five days after the end of the service month;
    - (3) There are no additional charges on the bill that were not specifically approved by the Superintendent or the Director of Operations;
    - (4) There is no liability and/or insurance problems with required coverages and limits.
  - (b) Customer acknowledges that Contractor's compensation is based on Contractor not working these days: Christmas Day, New Year's Day, Independence Day, Thanksgiving Day, and Labor Day.
12. This Contract may not be assigned or transferred without the prior written consent of both parties.
13. It is the sole responsibility of the Contractor to obtain all necessary licenses and permits required by Federal, State, County, and Local regulations and ordinances.

14. In the event that the Contractor shall file bankruptcy, the Customer should be entitled to terminate the contract upon providing 5 days written notice to the Contractor.

IN WITNESS THEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is approved by the Ocean Springs Board of Trustees.

Extra services/special projects must be specifically authorized by the Superintendent or Director of Operations at the costs accepted on the Contractor's proposal.

Contractor

Ocean Springs School District

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Lawn Care Services

### Scope of Work:

Every cycle shall include: Mowing of grass  
Includes the front and rear ditches at OSHS  
Trimming of bushes or shrubs  
Removal of all debris from sidewalks\*

Every other cycle shall include: Mowing of grass,  
Includes the front and rear ditches at OSHS  
Trimming of bushes or shrubs  
Edging of sidewalks and driveways  
Weeding of flower beds or decorative areas  
Removal of all debris from sidewalks\*

Twice per year: Pruning/Trimming of limbs from small trees\*\*

As needed: Replacement of dead/damaged landscaped plants at  
OS High School and Administration Building\*\*\*

\*Debris includes grass trimmings, leaves, and small limbs.

\*\*Limb removal/pruning will be scheduled at discretion of Director of Operations and should be included in cycle cost.

\*\*\*Replacement of plants must be discussed with the Director of Operations and price quotes given for plants prior to installation.

The District may request a quote for special services or projects outside of the services shown above. These requests will be discussed with the Contractor and a quote will be obtained for those projects. These services will not be a part of the annual contract, but paid on an as-needed basis.

The District anticipates this contract to require between 18-26 cycles depending on its needs.

**District:** Ocean Springs School District  
**Section:** F - Facility Expansion  
**Policy Code:** FGDB - Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as listed in MS Code Section 45-31-3(1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstances such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a non-resident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference

over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited

ADOPTED: 01/13/2009

Criminal Background Investigation Certification Form

**Adopted Date:** 1/13/2009

**Approved/Revised Date:** 1/13/2009

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of \_\_\_\_\_ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit "A".

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Ocean Springs School District  
Lawn Care Services Proposal - Assurances**

Please initial each item listed below. If an item is not signed, it will be noted that the Contractor does not accept that item. These items will be considered as part of the proposal package.

- \_\_\_\_\_ 1. Contractor acknowledges receipt of Contract language, Exhibit A, and Lawn Care Proposal Sheet.
  
- \_\_\_\_\_ 2. Contractor acknowledges receipt of OSSD policy FGDB and FGDB-E1.
  
- \_\_\_\_\_ 3. Contractor agrees to complete and submit FGDB-E1 on their employees if awarded the contract.
  
- \_\_\_\_\_ 4. Contractor agrees to maintain the proposed prices for the duration of the contract period.

**Ocean Springs School District  
Lawn Care Services Proposal**

The Ocean Springs School District is accepting proposals for Lawn Care Services for the 2015-2016 term. The proposals are due no later than 10:00 AM on February 27, 2015. Proposals should be sealed and clearly marked "**Lawn Care Services Proposal**". Proposals received after 10:00 AM on February 27, 2015 will not be considered.

Vendor Meeting

A vendor meeting is scheduled for February 20, 2015 at 9:00 AM at the OSSD Operations Building, located at 1005 Hanley Rd., Ocean Springs, MS 39654. At this time the Director of Operations will answer questions and escort vendors to each location for preview.

PLEASE NOTE: This is not a bid; therefore, prior experience, as well as price, will be considered. Please see the attached evaluation matrix for additional details. Please include a list of references for which your company currently provides similar services. Please include a list of equipment your company owns or leases. Information requested, but not received, will earn a score of zero (0) points.

Please provide proof of insurance coverage with your proposal. The limits of required coverage may be found in the attached contract, item #5. Contractors who do not provide the appropriate insurance certificates to their proposal will not be considered.

Scope of work is detailed on Exhibit A of the Contract. Please be sure to include the initialed Assurances Sheet with your proposal.

Per cycle cost:           \$ \_\_\_\_\_

Special Projects:       \$ \_\_\_\_\_ per hour – 1 employee

Special Projects:       \$ \_\_\_\_\_ per hour – 2 or more employees (per employee)

Equipment Use:        \$ \_\_\_\_\_ per hour

Bid Submitted By: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluation of Lawn Care Proposals

Evaluated by Brooks McKay, Mary Ellison

Vendors Evaluated

Scoring Matrix

Price (low to high)	10 pts
Experience (comparable commercial properties)	15 pts
References (favorable)	5 pts
Equipment (sufficient)	5 pts
Total Possible points	<u>35 pts</u>

Insurance (sufficient and attached) Yes or No