Muscogee County School District
Columbus, Georgia

Jerrell D. Rumph
Senior Buyer

INVITATION TO BID (ITB)
Bid Number: 27-006
Bid Name: Grounds Maintenance Services

The Muscogee County School District (MCSD) is soliciting sealed bids for grounds maintenance services for the school buildings, Muscogee County Public Education Center (MCPEC), Columbus Public Library, three library branch buildings, and associated support buildings.Bid terms, conditions, specifications, and price quote sheets are contained herein.

THE DISTRICT OFFICES WILL BE CLOSED FROM NOVEMBER 23-27 FOR THANKSGIVING HOLIDAY

SCHEDULE OF EVENTS

October 23, 2026	Release of Invitation to Bid
October 29, 2026 10:30 am EST	Mandatory Pre-Bid Meeting All Vendors are to Meet at: Northside High School (Auditorium) 2002 American Way Columbus, GA 31909
November 3, 2026	Answers to all Written Questions Posted on the MCSD Website and emailed to the Bidders List
December 19, 2026 (11:00 AM EST)	Bids Due
January 19, 2027	Contract Awarded (at Board Meeting)
March 1, 2027	Contractor Begins Work

Purchasing Department
2960 Macon Road ● Columbus, Georgia 31906
Phone (706) 748-2330
E-Mail: Rumph.Jerrell.D@muscogee.K12.ga.us

RETURN BID VIA: Bids and all required documents on the bid checklist are to be delivered via **Standard or Priority Mail or hand-delivered** to the following address: **MCSD does not accept electronic bids at this time.**

- Muscogee County School District
  Attn: Purchasing Department
  Bid #27-006 Grounds Maintenance Services
  2960 Macon Road, Room 3005
  Columbus, GA 31906

  Direct all questions concerning this ITB to:
  Jerrell D. Rumph, Senior Buyer
  (706) 748-2330
  Rumph.Jerrell.D@muscogee.k12.ga.us

BID CHECKLIST

This standardized checklist has been provided to assist the vendor with the submission of their Bid package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Bid document to ensure that they comply. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind.

☐ Bid Signature and Certification Form – all information completed and signed

☐ Federal Work Authorization Contractor Affidavit (if awarded)

☐ Federal Work Authorization SubContractor Affidavit (if awarded)

☐ Debarred, Suspended, and Ineligible Status – signed and/or information completed

☐ Exceptions or Deviations to Specifications – signed and/or information completed

☐ Disclosure of Subcontractors and Subconsultants – signed and/or information completed

☐ Reference Request Form – list three (3) references of similar size and scope

☐ Quote Form – signed

☐ W-9 – completed and signed (if not a District registered vendor)

☐ Copy of Business License

☐ Copy of Required/Applicable Licenses or Certifications per Specifications

Muscogee County School District –Terms and Conditions

1. GENERAL
   A. It is the purpose and intent of this Invitation to Bid (ITB) to secure a contract with a vendor for grounds maintenance services as listed herein for the Muscogee County School District (MCSD or the Board).
   B. The undersigned agrees to quote only on the items that can be delivered to the Muscogee County School District following the terms and conditions outlined in this bid document.
   C. The laws of the State of Georgia shall prevail concerning all purchases and services under this ITB and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSD employees likely violates the Constitutional provisions noted above.
   D. The undersigned agrees to abide by all Muscogee County School District Board policies to be found at https://simbli.eboardsolutions.com/index.aspx?s=4121.
   E. SPECIFICATIONS **(See pages 24-28)**
   F. **MANDATORY PRE-BID MEETING**

      A mandatory pre-bid meeting is scheduled to give bidders the opportunity to acquaint themselves with conditions affecting the work, character, and requirements that will be covered under the resulting contract. Vendors wishing to submit a bid for these services must attend the pre-bid meeting. Below is the meeting information:
      Date: October 29, 2026

      Time: 10:30 AM (Eastern Standard Time)

      Location: Northside High School (Auditorium)

      2002 American Way Columbus, GA 31909

2. QUOTATIONS
   A. Muscogee County School District reserves the right to:
      1) Waive formalities and technicalities in any quotation.
      2) Reject any and/or all quotations wherein its judgment will be in the best interest of the school district.
      3) Accept the quotation that in its judgment will be in the best interest of the school district.
      4) Purchase from any source, in part or whole, any desired supplies, equipment, or services.
      5) At its option, award on individual items/services or a lump sum basis.
      6) Award this bid to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the school district.
   B. Price alone will not be the determining factor in the award of this bid.
   C. Bids shall be firm for at least 60 days after bid opening.
   D. The vendor may give quotations on any one or more items and may offer alternates where indicated. No substitutes will be accepted once the order is placed.
3. PRICES Unit and total prices quoted shall include all charges to complete the services per the specifications. District is exempt from state sales tax. Bid prices shall exclude Federal or State taxes that can be eliminated in sales to public school systems in the State of Georgia.
4. NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT Except as may be specifically permitted, vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than vendor personnel to perform any of the work and/or provide any of the services required of vendor under this contract, or assign any of its rights or obligations hereunder, without the prior written consent of the Muscogee County School District, which consent may be withheld by the Muscogee County School District in its sole discretion.

5. CONTRACT PERIOD The contract period shall cover the period March 1, 2027 through February 28, 2028. Prices shall remain firm and fixed throughout the contract period. In compliance with State of Georgia law, O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. The Board may renew the contract in one-year increments, not to exceed a total of three years.
   Georgia law at OCGA s 20-2-506 contains very specific provisions regarding the limited authority of school boards to enter into contracts whose terms could financially obligate future boards of education. Boilerplate or standard termination clauses, therefore, are often problematic for the MCSD. A board of education cannot unreasonably financially obligate a future board of education. The terms of the law will be summarized below, as a thorough discussion of the requirements is outside of the scope of this document.
   Under certain conditions, school systems may enter into multi-year lease, purchase, or lease-purchase contracts, and these contracts may be used to acquire construction project sites or buildings, or for other purposes. Each such contract must terminate at the end of the calendar year in which the contract was entered into, and at the end of each succeeding calendar year. The contract may provide that it shall be automatically renewed for each successive year unless the school system takes affirmative steps to terminate the contract. The contract must contain a clear statement of the school system's total financial obligation for the original and each succeeding calendar year. Except for guaranteed energy savings contracts, the total value of all such contracts for any calendar year may not exceed 7.5 percent of the total local revenue collected in the most recently completed fiscal year. Failure to comply with the specific requirements of the code section can make the contract void. .
6. RESPONSE, INTERPRETATION, AND COMMUNICATION
   A. The response shall be on the bid forms provided only.
   B. Bids received after the stated due date and time will not be accepted.
   C. If you do not wish to bid, respond with "No Bid" and give a reason for this response.
   D. If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents or knows of an error, submit a request for interpretation to the Senior Buyer at Rumph.Jerrell.D@muscogee.k12.ga.us.
   E. Communication about this active bid should not be made with any employee of the MCSD except the Senior Buyer or the Purchasing Manager.
   F. Procedures for formal protests of bids are available at www.muscogee.k12.ga.us > Vendors > Additional Information.
   G. Any addenda will be posted to www.muscogee.k12.ga.us.
7. ORDERS Each job or delivery shall be initiated by a purchase order specifying the location and the work to be performed. **No work or delivery should be performed without an authorized purchase order number.**
8. SAFETY Material Safety Data Sheets shall be provided for all applicable items.
9. PAYMENT The payment terms for the District are Net 30. Payment shall be approved upon receipt, inspection, and acceptance of the materials at the destination and receipt of proper itemized invoices. The District has determined issuing payments electronically is the preferred method of payment. The District reserves the right to remit payments using an electronic method in lieu of issuing a check at no additional cost to the District. Payment of interest / late fees is prohibited by the gratuities clause of the Georgia constitution. Similarly, MCSD cannot enter into an agreement that requires it to pay attorney's fees or goods/services not priced in the contract or authorizes the payment of unknown / unspecified cost increases that cannot be calculated.
10. BID RECAP A bid summary shall be sent to all participating vendors.
11. EQUAL OPPORTUNITY POLICY Vendors shall abide by the school district's non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such

action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to ensure equal opportunity for minority-owned businesses and minority professionals concerning all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

12. BOND REQUIREMENTS A bond is not required for this bid.
13. FACILITIES The vendor shall be responsible and liable for damage to the storage, building, and grounds areas if the vendor's employees or agents cause damage during the time of service.
14. CERTIFICATION REGARDING NON-COLLUSION The undersigned hereby certifies that the price(s) and amounts of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit complementary or other non-competitive bids. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract. The bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
15. CERTIFICATION REGARDING DEBARMENT The undersigned hereby certifies and swears that neither this vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
16. CERTIFICATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006 The undersigned hereby certifies that the bidder and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.
17. INSURANCE The successful bidder shall supply to the school district proof of insurance for automobiles, workers' compensation, and general liability. The awarded contractor shall furnish to MCSD a current Certificate of Insurance. Insurance certificates will be reviewed by the MCSD Department of Risk Management. MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property, and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD. **Muscogee County School District must be shown as Additional Insured with respect to liability.** Attach a copy of the policy "Additional Insured" endorsement or state on the certificate that the policy has been specifically endorsed to provide coverage, including Defense Cost Coverage for Muscogee County School District as an Additional Insured. Professional Liability is excluded. **See the attached insurance requirements.**
18. INDEMNIFICATION / HOLD HARMLESS CLAUSE: The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance…" There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra

vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory authority to waive its sovereign immunity. CSX Transp., Inc. v. City of Garden City, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature because, at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

19. FORCE MAJEURE If the Muscogee County School District, in its reasonable discretion, determines that the Force Majeure event is likely to delay the Contractor's performance for more than thirty (30) days, the Muscogee County School District reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the Muscogee County School District's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.
20. EXCEPTIONS To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify the BID EXCEPTION when submitting the bid.
21. CONFIDENTIALITY:

    MCSD and its student records are subject to the terms of The Family Educational Rights and Privacy Act (34 CFR § 99.33). If the vendor becomes privy to certain personally identifiable student information ("Student Information"), the vendor agrees to abide by the limitations on re-disclosure of any such Student Information, which constitutes an education record as defined in FERPA (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a) (2) states that the officers, employees, and agents of a party that receive education record information from the MCSD may use the information, but only for the purposes for which the disclosure was made.

    The parties acknowledge that such Student Information includes any paper and electronic Student Information as may be supplied by MCSD, as well as any data provided by MCSD's students to the vendor. The vendor agrees to hold any Student Information in strict confidence. The vendor shall not use or disclose any Student Information received from or on behalf of MCSD (or its students) except as permitted or required by the Sales Agreement, as required by law, or as otherwise authorized in writing by MCSD. The vendor agrees not to use any Student Information for any purpose other than the purpose for which the disclosure was made.

    Upon termination, cancellation, expiration, or other conclusions of the Sales Agreement, the vendor shall return all education records or, if the return is not feasible, destroy any and all Student Information. If the vendor destroys the Student Information, the vendor shall provide MCSD with a certificate confirming the date of the destruction of the data.

    If MCSD reasonably determines in good faith that the vendor has materially breached any of its obligations under this agreement, MCSD, in its sole discretion, shall have the right to require the vendor to submit to a plan of monitoring and reporting; provide the vendor with a fifteen (15) day period to cure the breach, or terminate the Sales Agreement immediately if the cure is not possible. Before exercising any of these options, MCSD shall provide written notice to the vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the vendor improperly disclosed personally identifiable information obtained from MCSD's education records, MCSD may not allow the vendor access to education records for at least five years.

    The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically

maintained or transmitted Student Information received from, or on behalf of MCSD or its students. These measures will be extended by contract to all affiliates and subsidiaries of the vendor.

The vendor shall, within one day of discovery, report to MCSD any use or disclosure of Student Information not authorized by this agreement or in writing by MCSD. The vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, and (iv) what the vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by MCSD.

The vendor shall defend and hold MCSD harmless from all claims, liabilities, damages, or judgments involving a third party, including MCSD's costs and attorney fees, which arise as a result of the vendor's failure to meet any of its obligations under this agreement.

22. OPEN RECORDS ACT: MCSD is subject to Georgia's Open Records Act at OCGA s 50-18-70, et. seq. This law allows individuals to view MCSD records [whether maintained electronically or through paper] and/or make copies unless the records are specifically exempted by the law. The law does contain specific language addressing valid trade secrets but requires specific action from the vendor to ensure confidentiality.

    You are hereby notified by MCSD that it is the submitting party's obligation to indicate whether any of the information submitted to MCSD constitutes a "trade secret" as defined by law and if so, what specific information constitutes a "trade secret." The Georgia Open Records Act, as amended in April 2012, requires that any "trade secret" information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure.

    OCGA 50-18-72 (a) (34). Specifically, OCGA 50-18-72 (a) (34) states in material part:

    "(a) Public disclosure shall not be required for records that are:

    (34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in a superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in a superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;"

23. COMPLIANCE WITH LAWS The successful proposer shall procure all permits, bonds, and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the proposal price. The successful proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules, and regulations in any manner affecting the conduct of the work.

BID SIGNATURE AND CERTIFICATION (Bidder to sign and return with the bid)

We propose to furnish and deliver any and all of the goods and/or services named in our bid at the prices stated. It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the ITB and that this bid is made following the provisions of such specifications and all terms of conditions. Any exceptions are noted in writing and included with this bid. By our original signature, entered below, we guarantee and certify that all items included in this bid meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this bid shall be valid and held open for a period of sixty days from the bid opening date.

We certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the bidder. We certify that we have read the contract terms and conditions and do hereby agree with them as stated. We understand that a vendor that does not adhere to these terms and conditions shall be subject to removal from the Muscogee County School District bidder's list for a minimum of one year. I further certify that I am the owner or agent of the stated company and am empowered to contract.

SUBMITTED BY_____TITLE_____

COMPANY NAME_____

ADDRESS_____

EMAIL ADDRESS_____

TELEPHONE NUMBER_____FAX NUMBER_____

SIGNATURE_____DATE_____

SCHEDULED DELIVERY DATE AFTER RECEIPT OF ORDER_____

PRICES ARE VALID THROUGH_____

DO YOU ACCEPT PURCHASING CARDS AS A METHOD OF PAYMENT? _____

DO YOU ACCEPT ELECTRONIC FUND TRANSFERS AS A METHOD OF PAYMENT? _____

DUN AND BRADSTREET (D&B) NUMBER_____

Muscogee County School District
FEDERAL WORK AUTHORIZATION CONTRACTOR AFFIDAVIT
Under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of MUSCOGEE COUNTY SCHOOL DISTRICT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ___, 20___ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

Muscogee County School District
FEDERAL WORK AUTHORIZATION SUBCONTRACTOR AFFIDAVIT
Under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____(**name of contractor)** on behalf of Muscogee County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization user identification number are as follows:

_____
Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ___, 20___ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

_____

Organization Name

_____

Names(s) and Title(s) of Authorized Representative(s)

_____

Signature(s) Date

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Vendor must sign the appropriate statement below as applicable.

( ) Vendor understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature/Date: _____

-OR-

( ) Vendor takes exceptions to terms, conditions, requirements, and specifications stated herein. (Vendor must itemize each exception below and return with the Proposal Documents.)

Firm: _____

Signature/Date: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Vendor should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

DISCLOSURE OF SUBCONTRACTORS AND SUBCONSULTANTS

Note: Vendor must sign the appropriate statement below as applicable.

( ) No Subcontractors or Subconsultants will be used in connection with the performance of this contract.

Firm: _____

Signature: _____

-OR-

( ) All Subcontractors or Subconsultants to be used in connection with the performance of this contract are listed below. (Attach additional sheets as necessary.)

Firm: _____

Signature: _____

SUBCONTRACTORS AND SUBCONSULTANTS

Name of Firm or Agency:
Address:
Telephone:
Contact Name/Title:

Name of Firm or Agency:
Address:
Telephone:
Contact Name/Title:

Name of Firm or Agency:
Address:
Telephone:
Contact Name/Title:

Name of Firm or Agency:
Address:
Telephone:
Contact Name/Title:

REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:	Dates of Work:	
Phone Number:	Fax Number:	
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

NO-BID RESPONSE

Muscogee County School District
Statement of "No Bid"

If you do not intend to submit a bid for this project, please complete and email this form before the date shown for receipt of bids to: Jerrell D. Rumph, Senior Buyer at rumph.jerrell.d@muscogee.k12.ga.us.

We, the undersigned, have declined to submit a bid on the "Bid#27-006 Grounds Maintenance Services" for the following reasons:

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to the solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

SAMPLE AGREEMENT FOR SERVICES

(Sample agreement only. MCSD reserves the right to alter this agreement based on final BID results and/or any negotiations with the proposed vendor)

THIS AGREEMENT FOR SERVICES is entered into and effective as of the **X** day of **XXXX 202X**, by and between **MUSCOGEE COUNTY SCHOOL DISTRICT**, a body politic of the State of Georgia ("MCSD") and **Company Name** a(n) **(Individual, Sole Proprietor, Corporation, S Corporation, Nonprofit Corp., LTD Liability Co., Partnership, Ltd. Partnership)** duly authorized to conduct business in the State of Georgia ("CONTRACTOR").

WHEREAS, this Agreement is entered into for the purpose of:

Description of Services, per the **Request for Proposal, Invitation to Bid (RFP, ITB) XX-XXX, (Name of Solicitation)**, as detailed in the RFP, if applicable, incorporated herein by reference. Such services are further described in Appendix A.

NOW, THEREFORE, in consideration of the mutual considerations as stated herein, MCSD and CONTRACTOR agree as follows:

1. **Discrimination is Prohibited:** MCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, status as a veteran, disability, or in any other manner prohibited by the laws of the United States or the State of Georgia in any of its employment practices, education programs, services or activities. Contractor agrees that it will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, sex, national origin, age, status as a veteran, disability, or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of the MCSD.

2. **Service Location:** The services identified in this Agreement will be provided at the location(s) indicated in this Agreement.

3. a) **Cost of Services:** The MCSD shall pay Contractor according to these terms:

See Appendix "D" ("Fee Schedule").

Details regarding how fees will be charged by Contractor under this Agreement, if applicable, may be attached hereto as Appendix "D" ("Fee Schedule").

b) **Maximum Obligation Language:** As mandated by O.C.G.A. §20-2-506 (b) (3), the total and maximum obligation of MCSD for the calendar year of execution shall be: **and 00/100th DOLLARS ($XX,XXX.XX)**, and the total and maximum obligation of MCSD for the entire one (1) year term and all services rendered here under shall not exceed: **and 00/100th DOLLARS ($XX,XXX.XX).**

4. **How to Invoice the District:** Contractor will seek payment thirty (30) days after the invoice date; Contractor will provide invoices, with the Purchase Order number identified via email to accountspayable@muscogee.k12.ga.us or the MCSD Accounts Payable Department, Muscogee County School District, 2960 Macon Rd., Columbus, GA 31906. Contractor may also be requested to provide a copy of the invoice to the Division of MCSD obtaining the services. Contractor will register as a vendor via submission of a W-9 to the MCSD Division of Finance prior to beginning work. Contractor shall submit invoices on a monthly basis.

5. **Length of the Agreement (Term):** This Agreement shall terminate absolutely and without further obligation on the part of the MCSD at the close of the calendar year for which it was executed and at the close

SAMPLE

of each succeeding calendar year for which it may be renewed; provided, however, unless otherwise terminated as described in Paragraph 18 of this Agreement, the Agreement shall automatically renew for an additional **X months** with a final and full termination date of **XXX, XX, XXX** (2-year optional renewal). This agreement is subject to the provisions of O.C.G.A. §20-2-506 and the terms of that statute are hereby expressly incorporated herein.

6. **Description of Services:** Contractor agrees to perform the services indicated in this Agreement and in **Appendix A attached hereto**, in accordance with the terms and conditions of this Agreement.

7. **Taxes:** The MCSD is a tax-exempt entity and shall not be liable for the payment of any taxes.

8. **Deposits, Fees, and Fines:** Contractor will not seek late fees, penalties, interest, or any other fees or fines that constitute a gratuity and MCSD shall not pay interest, penalty fees, late fees, conversion fees, or any sums intended as a penalty. If no services are performed under the terms of the Agreement, MCSD shall be entitled to a return of money paid for the timeframe where no services were received by MCSD or performed by Contractor, prorated at the monthly rate of the Agreement. Contractor will pay where its negligence causes damage to the property of MCSD. MCSD will not make any advance payments or deposits prior to the completion of services contracted for herein, unless otherwise specified in the attached **Appendix D**.

9. **Independent Contractor:** Neither Contractor nor any of its employees or agents shall be deemed to be employees or agents of the MCSD, it being understood at all times that Contractor is an independent contractor for all purposes and at all times and that Contractor shall have no right, power or authority to act or create any obligation, whether express or implied, on behalf of MCSD. Contractor shall, at its own and sole expense, comply with all federal, state, and local laws, rules, and regulations that are now or may in the future become applicable to Contractor, Contractor's business, or Contractor's personnel engaged in the services covered by this Agreement including, but not limited to, the withholding and payment of all federal, state and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers' compensation, and other payroll taxes with respect to its employees, including contributions from them when and as required by law. Contractor shall provide all of the tools, materials, equipment, and other business items necessary to perform the services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes, and fees incurred by it in the performance of the services hereunder.

10. **Personnel of Contractor Compliance with Relevant Laws and Regulations:** All Contractor personnel who work with MCSD must comply with all relevant federal, state, and local laws and regulations to include but not be limited to maintenance and retention of all applicable licensure and certification requirements, at no cost to the MCSD.

11. **Teachers' Retirement System:** Prior to the commencement of the services contemplated herein, Contractor must identify individuals who are drawing retirement from the Georgia Teachers' Retirement System (TRS), and notify the District of the identity of such individual(s) via email to Joseph.Edwin@muscogee.k12.ga.us.

Contractor is responsible for any and all penalties and interests that may be assessed by TRS; Contractor shall hold MCSD harmless from and against any claims related to TRS.

12. **Georgia Security and Immigration Compliance Act of 2006, as amended:** The Contractor shall certify that the Contractor and any subcontractors have registered with and are participating in a federal work authorization program as outlined in O.C.G.A. §13-10-91 in the form attached here to as Appendix B.

SAMPLE

13. **Delay of Performance:** MCSD reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Agreement if the commencement of Contractor's engagement is unduly delayed due to the fault of Contractor and/or any of their agents and/or representatives.

14. **Insurance:** At all times during the Term of this Agreement, Contractor, at its own expense, shall procure and maintain the types and minimum limits of insurance specified by the MCSD as outlined in the attached **Appendix C: Insurance Requirements**. Such insurance shall be provided by insurers authorized to do business in the State of Georgia and which have at least an A-(Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance and educational liability, shall be written on an "occurrence" basis and not a "claims-made" basis. Contractor shall ensure that it names MCSD as an additional insured on its insurance policies and shall, concurrently with the execution of this Agreement, provide the MCSD with a Certificate of Insurance.

Contractor, on behalf of itself and its insurance companies, hereby waives, to the extent of any recovery under any such insurance policies, any right of subrogation that either may have. Contractor shall cause its respective insurance policies to contain endorsements evidencing such waivers of subrogation.

15. **Governing Law; Jurisdiction:** This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to any conflict of laws provisions, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of the appropriate Court in Muscogee County, Georgia, for any dispute arising out of this Agreement or related to the services provided hereunder.

16. **Entire Agreement:** This Agreement, together with the exhibits and documents attached hereto, represents the entire agreement between the parties and supersedes and replaces all prior oral and written proposals, communications, and agreements with respect to the subject matter hereof. This Agreement may only be amended in writing and executed by the parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any addendum, then this Agreement shall control. Terms and conditions of any Request for Proposal connected to this Agreement are hereby incorporated by reference.

17. **Non-Assignment, Non-Sub-Contracting:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by Contractor to any person not in the employ of Contractor or any other person, entity or business without the prior written consent of the MCSD, and any purported assignment shall be null and void. Substitutions are not permitted. Contractor may not subcontract without the prior written consent of the MCSD and any such sub-contract (i) shall contain a provision incorporating the terms of the Agreement and require an agreement by the sub-contractor to be bound by the terms of this Agreement, including but not limited to background and federal work authorization verification, and (ii) shall be approved as to form by MCSD prior to execution.

18. **Termination:** The MCSD may terminate the Agreement at any time and for any reason (or no reason), and without penalty, upon thirty (30) days written notice to Contractor. Further, and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling MCSD's obligations hereunder, the MCSD may terminate this Agreement. The MCSD and Contractor may terminate this Agreement at any time upon their mutual consent.

19. **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold the MCSD, the Muscogee County Board of Education, its board members, and employees harmless from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs, and expenses (including, but not limited to, attorneys' fees and costs), which arise or are in any way connected with the services contemplated by Contractor under this Agreement or the actions of Contractor's officers, employees, or agents.

SAMPLE

20. **Compliance with MCSD Policies:** Contractor and any of its employees and agents shall, at all times during the term hereof and during the performance of services hereunder, comply with MCSD policies, procedures, regulations, and directives, as modified from time to time, including but not limited to policies and procedures regarding mandatory reporting. These policies are available at https://simbli.eboardsolutions.com/index.aspx?s=4121 and must be reviewed prior to the commencement of any work.

21. **Attorneys' Fees:** Should the MCSD be the prevailing party in any legal action with Contractor arising out of this Agreement or the services performed hereunder, then in such event, the MCSD shall be entitled to recover its reasonable attorneys' fees and costs from Contractor.

22. **Force Majeure:** Parties' obligations to perform shall be excused if rendered impossible as a result of serious illness, death, or injury, accident, fire, riot, pandemic, or other manifestation of civil disorder; an act, rule, or regulation of any public authority or Court of competent jurisdiction; and/or an act of God, or any other event completely beyond the reasonable control of either party. Either party may terminate this agreement with no further obligation or liability if a Force Majeure Event causes substantial interruption or continues substantially uninterrupted for a period of thirty (30) days or more.

Contractor agrees that there is no obligation on the part of MCSD to pay for any goods not provided or services not rendered regardless of whether the failure to provide such goods or services was the result of a Force Majeure/Act of God

23. **Sovereign Immunity:** MCSD is a state agency and may not waive its Sovereign Immunity or agree to indemnify or hold harmless another party. The only liability MCSD may incur is that which is expressly provided for by Georgia law and is not enlarged by this Agreement.

24. **Disclosures:** Contractor will disclose to MCSD the existence of any actions, suits, proceedings, claims or disputes, pending or threatened or contemplated, at law, in equity, in arbitration or before any Governmental or Regulatory Agency, whether under current business name or designation or a prior business name or designation. Traffic and parking citations do not need to be disclosed. This disclosure will be made prior to any performance under the Agreement.

25. **Background Investigation:** MCSD requires a criminal background investigation of Contractor's personnel that may provide services on MCSD property. Contractor represents and warrants that it shall not assign personnel to any task under this Agreement if that individual's background check does not satisfy the current expectations and requirements of the MCSD Division of Human Resources. Contractor further warrants that if an individual's status changes due to an arrest or any other legal action, Contractor will immediately notify MCSD's Division of Human Resources to collaborate on the response. MCSD background check requirements include a criminal background check that includes fingerprinting.

26. **Non-Collusion:** Contractor certifies that its proposal, bid or offer is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal, bid or offer for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences and civil damage awards.

27. **MCSD Right to Remove:** MCSD reserves the right to immediately remove any individual from its premises; Contractor agrees that this provision applies to its employees and agents. Contractor agrees to abide the wishes of MCSD should the MCSD determine that any employee or agent of Contractor should not work

SAMPLE

pursuant to this Agreement. MCSD will be reasonable in the enforcement of this provision, however, final authority as to who may enter MCSD property rests with MCSD.

28. **Records, Information, Confidentiality, and Cyber Security:**

a) **Retention** – Contractor shall retain all its internal books, records, and documents related to this Agreement in accordance with generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the MCSD during the term of the Agreement – for a period of at least five (5) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service records.

b) **Access** – Contractor shall permit MCSD to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records and, if an audit discloses incorrect billings or improprieties, the MCSD reserves the right to charge Contractor for the cost of the audit and any other appropriate reimbursements.

c) **Confidentiality** – Contractor may have access to confidential information maintained by MCSD or access to MCSD computers, hardware, software programs, and / or information technology infrastructure or hard copy data or records, where such access is needed to carry out Contractor's duties; Contractor shall presume all information received is confidential unless otherwise designated by the MCSD and Contractor will implement and maintain an information security program to safeguard any such information received. Access shall be terminated at the sole discretion of the MCSD. Contractor shall notify the MCSD immediately if it suspects abuse or misuse of such access. No confidential information shall be disseminated except as authorized by law and with the prior written consent of the MCSD, either during the period of the Agreement or at any time thereafter. Any information supplied to Contractor shall be considered the property of the MCSD. Contractor must return any and all data collected, maintained, created, or used, in whatever form it is maintained, within a reasonable time from the request of the MCSD. Contractor shall take commercially reasonable measures to protect the security of confidential information both during the Agreement and thereafter. Contractor shall immediately notify MCSD where it has reasonable cause to believe there has been or may be an unauthorized disclosure of confidential information, whether intentional or accidental, including in the event of a cybersecurity attack or electronic breach of security. Contractor shall notify MCSD prior to or immediately upon termination or resignation of an employee or agent of Contractor that has or has had access to MCSD software platforms or data in order that MCSD may terminate that individual's ability to access MCSD software or data.

The Family Educational Rights and Privacy Act "FERPA" (20 U.S.C. § 1232g and 34 CFR Part 99) permits MCSD to disclose personally identifiable information relating to students to other school officials. For the purposes of this Agreement, MCSD may determine that Contractor is considered "other school officials" and as such, MCSD shall disclose personally identifiable student information to Contractor as it determines is necessary for the delivery of the outcomes to this Agreement. Contractor shall comply with FERPA and all other applicable laws and regulations governing student privacy as it relates to the performance of the services provided pursuant to this Agreement. Contractor shall utilize personally identifiable student information provided by MCSD for the purpose of performing the services as described herein and for no other reason. Neither party shall release any student record data to any other third party without the express consent of the District's Office of Research, Accountability & Assessment.

SAMPLE

Contractor agrees that all personal information relating to any participating student or parent received from MCSD under this Agreement shall remain confidential and not be disclosed to any third party without the prior written consent of such student's parents or legal guardian. Contractor acknowledges and agrees that MCSD shall make the final determination whether personally identifiable information is necessary to achieve the Agreement deliverables or if aggregate data is sufficient. MCSD will take reasonable and appropriate measures to reduce the risk of unauthorized disclosure of personally identifiable information by Contractor. Upon expiration of the Agreement, Contractor shall destroy all personally identifiable information received from the District pursuant to this Agreement. In the event that MCSD is required to furnish information or records pursuant to the Georgia Public Records laws, Contractor shall furnish such information and records to MCSD, and MCSD shall have the right to release such information and records.

d) **Cyber Security** – Contractor agrees that it currently does and will continue to implement and maintain an information security / cyber security program to safeguard its technology solutions and to safeguard any information owned by the MCSD. Contractor will provide a written summary of the program to MCSD prior to working with the MCSD; said summary shall include the name of each security measure utilized.

By entering into this Agreement, Contractor represents and warrants that it has administrative, technical, and physical safeguards in place that comply with all laws and regulations applicable and that those safeguards meet or exceed the information security standards and practices that are commonly utilized by similarly sized managers in the relevant industry. In the event that Contractor becomes aware of any actual or suspected network, system and/or data breach with respect to its infrastructure (including, but not limited to, a system intrusion, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom) that results in unauthorized access to and/or use by third parties of the confidential information of MCSD, Contractor agrees to report the information to the MCSD and to take steps to rectify the breach or unauthorized access. Contractor further warrants and represents that it has implemented commercially reasonable backup and disaster recovery technology solutions, and will share information about those solutions to the MCSD upon request.

By entering into this Agreement, Contractor also warrants that to its knowledge, except as previously disclosed to the MCSD, there has been no material breach or other material compromise of, or related to relevant information technology and computer systems, networks, hardware, software, data, or equipment or any data of its customers.

29. **Warranties:** If applicable, Contractor warrants that the workmanship hereunder shall be free from defects for one (1) year from the date of installation or from completion of the services hereunder, whichever is later. Contractor will also extend to MCSD the benefits of any warranty Contractor has received from the manufacturer, the procurement of such warranties being the duty of the Contractor.

THE PARTIES HERETO have affixed their hand and seal as of the date first written above and the undersigned signatories represent and warrant that they have the authority to execute and deliver this Agreement for Services on behalf of their respective parties and have taken all appropriate corporate and company action as is necessary for the enforceability and validity of this Agreement.

MCSD:
MUSCOGEE COUNTY SCHOOL DISTRICT
By: _____
Dr. David F. Lewis, Superintendent of the Board of Education

CONTRACTOR:
Xxxxxxx
By: _____

SAMPLE

SPECIFICATIONS

1) The awarded contractor shall furnish all management, operations, labor, equipment, and supplies necessary to provide professional grounds maintenance services.

2) The awarded contractor is solely responsible for all matters concerning the recruitment, performance, and retention of their employees. The vendor must fully comply with all federal, state, and local laws and regulations regarding employment and immigration, including non-discrimination, compensation, training, taxation, benefits, etc.

3) The grounds maintenance services are to be performed at but are not limited to, schools, libraries, and support buildings.

4) All services shall be completed in a manner and at a time so as not to disturb instructional and administrative functions as determined by MCSD. Mowing times may change throughout the year (i.e. testing windows, special events, etc.)

5) The awarded contractor shall meet at least quarterly with the MCSD representative to discuss any issues that arise during the contract period.

6) The awarded contractor is expected to use first quality workmanship, quality equipment, materials, and supplies in carrying out its duties. Best management practices of the grounds maintenance industry are required.

7) Muscogee County School District requires compliance with APPA Level 2 and APPA Level 4 Industry Standards for Defined Grounds. Appendix C (Financial Proposal) lists all locations and the corresponding estimated acreage that require Level 2 or Level 4 standard services.

8) Standard - **APPA Level 2** (High-level maintenance associated with well-developed public areas, malls, government grounds, or college/university campuses and recommended level for most organizations.)

a) Turf Care: Mowed every 5 working days; weeds are not to be more than 5% of the surface; if they are, then a pre-emergent will be used to help control weeds.

b) Pruning: Frequency 1 time per quarter or species may dictate more times; Disease and Insect Control: Some prevention or noticeable damage or minor problems will be tolerated.

c) Deliver and install pine straw mulch for all shrubs/tree beds and flower beds two times per year in late April / early May and July. All pine straws will be installed prior to graduation and prior to the first day the teachers return. The window for pine straw installation should not be longer than 14 days per occurrence.

9) Standard - **APPA Level 4** (Moderately low-level maintenance associated with locations that have been affected by budget restrictions that cannot afford a high level of maintenance.)

a) Turf Care: Mowed every 5 working days; weeds are not to be more than 5% of the surface; if they are, then a pre-emergent will be used to help control weeds.

b) Pruning: Frequency 1 time per quarter or species may dictate more times; Disease and Insect Control: Some prevention or noticeable damage or minor problem will be tolerated.

c) Deliver and install pine straw mulch for all shrubs/tree beds and flower beds two times per year in late April / early May and July. All pine straws will be installed prior to graduation and prior to the first day the teachers return. The window for pine straw installation should not be longer than 14 days per occurrence.

d) If a facility is closed then APPA Level 4 mowing will move to once every 30 days with no pine straw required.

10) General Specifications – the awarded contractor(s) will:

a) Mow all turf surfaces once every five (5) working days during the active growing seasons, March through October for APPA Level 2 areas. Mow all turf surfaces once every ten (10) working days during the active growing seasons, March through October for APPA Level 4 areas unless specified to mow once per month. November, December, January, and February will be once per month on APPA Levels 2 and 4.

b) Weed-eat all areas not accessible with a mower each visit.

c) Blow off all walkways, sidewalks, and parking lots where work is performed each visit.

d) Edge all sidewalks, curbs, and other hardscape areas weekly during the growing season and once per month during the dormant season. Debris from edging operations shall be removed and areas blown clean. This should occur at every visit.

e) Prune all shrubbery a minimum of once per quarter based on species of plants. More frequently if required per species. Major pruning is to be performed in January and/or February. All debris resulting from such trimming will be removed from the site. Prune limbs eight feet or lower if blocking of pathways comes into play or is requested by the customer. Remove any deadfall from the property before mowing takes place.

f) Perform weed control, through herbicide application and hand removal, in all tree wells, parking lots, sidewalks, curbs, flowerbeds, and other paved areas to control weeds and maintain a neat appearance at all times.

g) Detect, monitor, and control plant-damaging insects. Pesticides are to be applied as needed. The use of pesticides and fertilizers will be coordinated prior to application and must be handled by trained and, if applicable, licensed personnel.

h) All retention ponds and specified wooded areas need to be mowed once per month. Retention ponds need to be maintained to the specifications of the Rainwater Management Group from the City of Columbus.

i) Perform aerations as required on athletic fields with a minimum of two times per year. This will require any water sprinkler system to be marked before aeration is accomplished.

j) Perform general cleanup each visit to remove trash from premises prior to mowing. This includes wooded areas and retention ponds.

k) All fences need to be maintained with no vegetation on them. This would include actively growing vegetation or sprayed dead vegetation. All fence lines need to be sprayed a minimum of 6 inches on each side and a maximum of 8 inches. The frequency of this service will depend on the growing season but should be performed as many times as required to prevent grass from growing up the fence. All grass that is sprayed will need to be physically cut within 10 days of spraying.

l) Kinnett Stadium and Odis Spencer Stadium will be mowed on a Wednesday schedule to be ready for Thursday, Friday, and Saturday games.

11) Middle School Athletic Fields

a) Refer to Appendix A

12) High School Athletic Fields

a) Refer to Appendix B

13) The awarded contractor will be responsible for making up any missed cuts within the same scheduled week. The District will not be responsible for paying for any missed cuts after the scheduled week.

PERFORMANCE AND TIMELINESS OF SERVICES

1) The Contractor shall perform all work in accordance with the schedules, service frequencies, and performance standards specified in the bid and Contract Documents. Weather-related days, equipment failures, labor shortages, or other circumstances affecting the Contractor’s operations shall not relieve the Contractor of its obligations to maintain the required level of service. The Cotractor shall provide sufficient resources and recovery efforts to return affected locations to the required service schedule and condition within a reasonable timeframe.

2) If the District determines that the Contractor has failed to perform services in a timely manner or has failed to maintain any site in the condition required by the Contract, the District may issue a written Notice of Deficient Performance identifying the deficiencies and required corrective actions.
3) Upon receipt of such notice, the Contractor shall promptly take corrective action at no additional cost to the District. Failure to correct the identified deficiencies within the timeframe established by the District may constitute a breach of contract.
4) The District reserves the right to withhold payment for services at the affected site(s) until the identified deficiencies have been correct to the satisfaction of the District and all required services have been brought current.
5) Repeated failure to perform services on schedule, failure to maintain sites in acceptable condition, or failure to take adequate corrective action may result in additional rememdies available to the District, including payment reductions, procurement of replacement services from another source at the Contractor's expense, and/or contract termination for default.

APPENDIX A

Middle School Athletic Fields Grounds Maintenance

Athletic Fields

March – October

Playing Field – Cut once per week, a maximum of 2”

Fence line and Hardscapes – Weed-eat once per week

Track (if applicable) – Edge twice per month

November – February

Playing Field – Cut once per month, a maximum of 2”

Fence line and Hardscapes – Weed-eat once per month

Track (if applicable) – Edge once per month

Area Surrounding Athletic Fields

March – October

Cut once per week, a maximum of 3”

Fence line and Hardscapes – Weed-eat once per week

November – February

Cut once per month, a maximum of 3”

Fence line and Hardscapes – Weed-eat once per month

Aerating / Top Dressing

All Athletic Fields should be aerated and top-dressed in May / June.

- Estimate 64 yards double screened masonry sand per football field

Work with the District Athletic Director to schedule the fields.

Grass Treatment

(Athletic Field Only, not surrounding areas)

Late February – 2nd Pre-Emergent

Early Spring – Post Emergent

April– Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)

June – Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)

August – Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)

Late Oct/Early Nov – 1st Pre-Emergent

APPENDIX B

High School Athletic Fields Grounds Maintenance

Baseball Fields

January - Cut out the infield transition

February – May

Playing Field – Cut twice per week, between 1.5" and 2" maximum

Fence line and Hardscapes – Weed-eat once per week

Bullpens – Cut and weed-eat once per week

June – October

Playing Field – Cut once per week, a maximum of 2"

Fence line and Hardscapes – Weed-eat once per week

Bullpens – Cut and weed-eat once per week

November – January

Playing Field – Cut once per month, a maximum of 2"

Fence line and Hardscapes – Weed-eat once per month

Bullpens – Cut and weed-eat once per month

Football / Soccer Fields

February – July

Playing Field – Cut once per week, a maximum of 2"

Fence line and Hardscapes – Weed-eat once per week

Track – Edge twice per month, inside and outside

August – October

Playing Field – Cut twice per week, between 1.5" and 2" maximum

Fence line and Hardscapes – Weed-eat once per week

Track – Edge twice per month, inside and outside

November – January

Playing Field – Cut once per month, a maximum of 2"

Fence line and Hardscapes – Weed-eat once per month

Track – Edge once per month, inside and outside

APPENDIX B

Softball Fields

February – July
Playing Field – Cut once per week, a maximum of 2”
Fence line and Hardscapes – Weed-eat once per week
July - Cut out the infield transition
August – October
Playing Field – Cut twice per week, a maximum of 2”
Fence line and Hardscapes – Weed-eat once per week
November – January
Playing Field – Cut once per month, a maximum of 2”
Fence line and Hardscapes – Weed-eat once per month

Aerating / Top Dressing

May - June
All Athletic Fields should be aerated and top-dressed
- Estimate 64 yards double screened masonry sand per football field
- Estimate 64 yards double screened masonry sand per baseball field
- Estimate 16 yards double screened masonry sand per softball field

Work with the District Athletic Director to schedule the fields.

Grass Treatment

(Athletic Field Only, not surrounding areas)

Late February – 2nd Pre-Emergent
Early Spring – Post Emergent
April– Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)
June – Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)
August – Fertilization (estimate a balanced fertilizer with a minimum of 50lbs Nitrogen per acre)
Late Oct/Early Nov – 1st Pre-Emergent

APPENDIX C

QUOTE FORM

See the attached Excel spreadsheet: