



## Robertson County Tennessee

*Jody Stewart, Finance Director*

*Finance Department*

*523 South Brown Street, Springfield, TN 37172*

*(615) 384-0202*

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POST DATE: **February 7, 2022**

### **BID 1482: Mowing Services for Robertson County Board of Education**

Pre-Bid Meeting: **February 18, 2022 at 9:00 AM**

The pre-bid meeting will be held at Robertson County Schools Building and Grounds Dept located at 3470 Highway 41 South Springfield, TN 37172.

Sealed bids must be received by: **February 24, 2022 at 10:15 AM**

Robertson County Finance Office

523 South Brown Street

Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1482 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Clint Corbin, Supervisor, Schools – Building and Grounds at (615) 384-0213. For assistance with bid procedures contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email: [ttomblin@robcofn.org](mailto:ttomblin@robcofn.org).

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

ROBERTSON COUNTY SCHOOLS  
MOWING SERVICES CONTRACT

\_\_\_\_\_ (Contractor) hereby agrees to provide the Robertson County Board of Education with mowing services as specified below for the period of April 1, 2022 through December 31, 2022.

MOWING SERVICES FOR ROBERTSON SCHOOLS

PRE-BID: A Pre-Bid Conference will be held at the Robertson County Schools Building and Grounds Department, 3470 Highway 41 South, Springfield, TN on February 18, 2022 at 9:00 AM. Attendance is requested.

Please provide a price for mowing services at Robertson County Schools based on the following specifications:

1. INTENT

To enter into a contract for one (1) mowing season during the year of 2022, beginning April 1, 2022, and continuing through December 31, 2022, with an option to renew annually for up to three (3) years, but for no more than four (4) consecutive years, if both parties are agreeable to such extension and actual funding is appropriated.

Properties shall be bid as two quadrants. The County reserves the right to award contracts in a manner deemed in the best interest of the County. The two quadrants will be referred to as Northwest and Northeast.

Northwest Quadrant will include Jo Byrns Elementary, Jo Byrns High School, Coopertown Elementary, Coopertown Middle, and Crestview Elementary.

Northeast Quadrant will include East Robertson Elementary, East Robertson High School, White House Heritage Elementary School, White House Heritage High School, and Woodall Primary School.

2. SCOPE

2a. Contractor shall furnish all supervision, machinery, labor and materials required to mow, trim and remove clippings and limbs from contracted areas.

2b. Trim and mow areas around the school for a well-groomed lawn. Mowing will be done once every (8) eight days in the wet growing season and shall be spaced in the dry seasons so as not to mow these areas more than (25) twenty-five times in a season. A tractor may mow large areas away from the schools with a tractor finish mower. These will be areas not visible to the public. These areas will not be in front of the school and are not near areas used by the public. The tractor finished mowed areas will be mowed no more than (12) twelve times per season. Large Fields to be tractor finished mowed are at Coopertown Elementary School, East Robertson High School, \*Jo Byrns Elementary School. \*One field area at Coopertown Middle, one field area at Jo Byrns Elementary and one field behind White House Heritage High School will be bush hogged twice (2) a season.

All areas inside the boundaries of the school properties will be mowed or maintained, except for high school football playing and practice fields, high school baseball playing fields, high school softball playing

fields, middle school football playing fields, middle school baseball and middle school softball playing fields.

Where fencing is within the property boundaries, vegetation on both sides of the fence will be mowed and maintained.

Fencing surrounding the property will be cut with a string trimmer and will have a neat look.

Tree lines within the property will be maintained to the tree line.

- 2c. Each quadrant will require 75 yards of black mulch at the beginning of the mowing season. All authorized flower beds will be groomed and mulched at the beginning of each mowing season. All flower beds will be kept in a neat manner throughout the mowing season and all bare spots shall be recovered with existing mulch or gravel at each mowing. Approval from Supervisor of Building & Grounds is required for all gravel and additional mulch applications. Official school planting beds currently in place on the property when the bid is let will be maintained; the owner will discourage any additional planting beds and will remove all unattended private planting beds.
- 2d. Cut using a string trimmer those areas that cannot be reached by a trim mower or tractor mower. This includes all ditches, flowerbeds, sidewalks, drives, curbs, parking areas, fence rows, tree, drainage ponds, light poles, guide wires and around buildings, etc. Also, all flower beds will be kept clean and shrubs trimmed on property with each cut. The use of herbicides for grass and weed control is forbidden unless approved in writing from the director of Buildings and Grounds Department for specifically designated areas. The written approval for the use of herbicides will be for the season in which it is requested and will expire at the end of that season. A request for herbicide use will be obtained at the beginning of each mowing season.
- 2e. Blow or sweep grass clippings from all sidewalks, entrances, drives, etc.
- 2f. Cut and remove from the property all low hanging limbs around all wooded areas. Mow around the edge of wooded areas, cutting anything that can be cut with a tractor mower.
- 2g. Mow so that the mower blows all grass clippings away from all air conditioners, vehicles, trees and planters.
- 2h. Mowing will be done on a schedule that will keep the properties well groomed.
- 2i. All trimmings shall not exceed three (3) inches in height after trimming. All tractor mowing shall not exceed five (5) inches in height after mowing.
- 2j. During school hours, upon entering school property the contractor will check in at the principal's office. Contractor will follow up with principal after completion of each mowing.
- 2k. The contractor will be responsible for picking up small amounts of trash. If there is a large amount of trash the contractor will not mow that area until the trash can be removed. At no time will trash be mowed. The clean-up and removal of any trash mowed by the contractor will be done at the contractor's expense.

- 21. Robertson County Schools recommends mowing in alternating patterns. The finished look shall not have skips or wheel tracks showing.
- 2m. Fenced areas (holding ponds, sewer plant, electrical transformers, etc.) will be maintained in the same manner as the surrounding grassed areas.

### 3. JOB PERFORMANCE

- 3a. Do not mow or trim while students are in the danger zone. Danger zones are any areas where anyone is in danger of injury from the mowing process.
- 3b. Report to the Department of Buildings and Grounds, 615-384-0213, anything that interferes with the fulfillment of the contract, such as: downed trees, downed wires, students in the mower danger zone, cars parked in areas to be mowed, etc. Pictures with location information may be sent to [clint.corbin@rcstn.net](mailto:clint.corbin@rcstn.net)
- 3c. Help promote community pride in our schools by keeping the appearance of all school grounds well groomed.
- 3d. Contractor will mow on a schedule that will keep the properties well groomed. This schedule will depend on the growing season but will not exceed (25) twenty-five mowing's. One mowing will be timed to occur one to two days prior to graduation ceremonies at each of the high school campuses. Mowing scheduled may be altered to allow for a fresh mowing for other school events; this will be requested by the School System. A schedule of graduation dates can be picked up at the Department of Buildings and Grounds. After each property is mowed a text or e-mail will be sent to the supervisor of buildings and grounds. The e-mail and text number will be giving to the winner of the bid.

The maximum number of billed mowing allowed per campus is (25) twenty-five.

### 4. GENERAL

Robertson County Schools reserves the right to terminate contract for failure to perform the work outlined in contract and this document. The successful bidder will be the only mowing contractor allowed to work on Robertson County school property. Subcontracting these services is prohibited.

### 5. PAYMENT

Each invoice shall contain the following information: School name, dates mowed and the contracted amount per cut for each property mowed. Completed invoices shall be presented to the School Building & Grounds Supervisor at 3470 Hwy 41 South Springfield TN.

5a. The Vendor must submit to the Director of Schools and the Supervisor of Building and Grounds on or before January 15 a request for a price adjustment to take effect on April 1. The requested increase must be equal to or less than the determined percentage using the formula below. The Robertson County School System requires appropriate documentation to support the requested price adjustment be available for audit by school officials or their designee. If the requested increase is not within the acceptable price range, the vendor may revisit the bid process. If Robertson County School System determines that it is in the best interest of the School District to renew the contract in subsequent years and not put the contract out for new bids, then the price adjustments will be evaluated as follows:

Renewal Provision: The contract may be renewed for up to three additional years with price redeterminations. The vendor must petition for price redetermination (price increases) by January 15 of each year for consideration in the next contract period:  
January 15, 2023 - for contract period beginning April 1, 2023  
January 15, 2024 - for contract period beginning April 1, 2024  
January 15, 2025 - for contract period beginning April 1, 2025

Price-redeterminations are only allowed annually at the time of contract renewal. The Bureau of Labor, Consumer Price Index for Services will be the comparison index that will be used for price-redeterminations. Since the indexes are subject to revision after originally published, the original base comparison month will be the prior December.

## 6. SITE INSPECTION

Bidders shall visit the sites and familiarize themselves with any conditions that may affect performance and bid prices. Submission of a bid shall be proof the Bidder is aware of all conditions affecting performance and bid prices. Please contact Clint Corbin, Supervisor of Buildings and Grounds, at (615) 384-0213 for any additional information.

## 7. RELATED SERVICES

The County reserves the right to negotiate with the contractor for the purchase of additional mowing services. The County will pay a per acre rate of \$35.00 (thirty-five dollars) for additional mowing and negotiate hourly rates for services such as trimming, tree and limb removal, etc.

## 8. CONTRACTOR RESPONSIBILITIES

The contractor is responsible for providing applicators that have been trained and certified by a properly designated State agency as competent to handle and apply the classes of chemical products required for this contract. If a contractor applies any chemicals requiring a state or federal license without that contractor having that license, the contract will be terminated. Any license to apply controlled chemicals will be assigned to the contractor holding the contract to mow county property.

During the contract period, the contractor will not store any chemicals on or at any County facility.

## 9. CHEMICAL PRODUCTS

No chemical shall be used in any activity required by this contract in any manner inconsistent with its labeling. All chemicals used in the control programs covered by this contract shall be properly labeled for the control of the target vegetation against which they are being used and label instructions shall be strictly adhered to.

## 10. SAFETY

The contractor shall be responsible for the safe use and application of the chemicals used under this contract. Protective clothing, equipment and devices shall, as a minimum, conform to OSHA standards for the products being used.

## 11. COMPLAINTS

Complaints must be handled within a (24) hour period after notification.

## 12. CHANGES

The contractor will provide services at required times as requested by the County. Requested times may be changed to suit the School's particular needs.

## 13. DAMAGE / INJURY

The contractor shall be responsible for any damage and/or injury occurring in the performance of the contract. The Bidder agrees to defend and hold Robertson County Board of Education harmless for personal injury, bodily injury and property damage occurring during the performance of this contract.

## 14. EMPLOYEE STATUS

Any contractor found to be using workers who are in the U.S. illegally shall be in violation of this contract. That contractor's services will be terminated immediately.

All individuals on school property will have the background checks required by the Robertson County School System and the State of Tennessee. These background checks will be the responsibility of the contractor. No contractor or their employees shall enter onto school property without a duly authorized Letter of Compliance on file with the Board of Education.

## 15. INSURANCE & LICENCES

Each bidder will have an active Robertson County Business License.

The Successful Bidder shall provide a Certificate of Insurance naming Robertson County as "Additionally Insured".

Bidders shall be required to submit with the bid, a Certificate of Insurance showing they meet the minimum insurance requirements listed below:

The liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty-day written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. Failure to name Robertson County to the carrier for notification of the listed changes described above will result in the termination of the contract.

Policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the contractor to furnish the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in coverage.

The minimum coverage required is:

- A. Workers' Compensation — REQUIRED or Proof of Registration with the State of Tennessee Online Exemption Registry
- B. General Liability in a comprehensive form with a minimum limit of \$1,000,000.00 C.S.L. and \$5,000,000.00 aggregate.

C. Motor Vehicle Liability in a comprehensive form with a minimum limit of \$100,000.00 C.S.L. with excess covered under the General Liability Insurance policy.

#### 16. REFERENCES

Three (3) references are required from each bidder.

#### 17. FOLLOW UP INSPECTIONS

During the life of this contract, the premises covered shall be inspected periodically to determine the effectiveness of the programs in progress. Any areas not being addressed as stipulated by the contract shall be determined by a representative of the Robertson County Board of Education and the contractor shall promptly initiate actions to correct all deficiencies found.

#### 18. PROGRAM EVALUATION

Robertson County reserves the right to evaluate the effectiveness and safety of programs in progress in terms of effectiveness and safety and to require such changes as are indicated. The contractor shall take prompt action to correct identified program deficiencies.

#### 19. INSPECTIONS BY ROBERTSON COUNTY

Robertson County reserves the right to conduct inspections of the program or equipment at unannounced times and intervals, for evaluation purposes.

#### 20. DEFAULT

In the event of default, the County may award this contract in part or in full to the next lowest best bidder, if such bidder is willing to enter the contract, or may seek any other remedy, and may hold defaulting contractor liable for damages provided by law.

#### 21. AVAILABILITY OF FUNDS

The County's extended obligation on those contracts, which envision extended funding through successful fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.

Contract and Bid Specification #1482

REQUIRED: All bidders must provide a bid price for each cut for each school. One mowing = one cut.

Trim Mow Areas (Maximum of 25 cuts each season)	Price for One Cut
<b>Northwest Quadrant</b>	
Coopertown Elementary	
Coopertown Middle	
Crestview Elementary	
Jo Byrns Elementary	
Jo Byrns High School	
<b>Northeast Quadrant</b>	
East Robertson Elementary	
East Robertson High School	
White House Heritage Elementary School	
White House Heritage High	
Woodall Primary School	



Contract and Bid Specification #1482

<b>Large Field Bush Hog Areas (Maximum 2 times each season)</b>	<b>Price for One Cut</b>
Coopertown Middle School	
Jo Byrns Elementary School	
White House Heritage High School	
<b>Large Field Tractor Finish Areas (Maximum 12 times each season)</b>	<b>Price for One Cut</b>
Coopertown Elementary School	
East Robertson High School	
Jo Byrns Elementary School	
<b>Mulch and Gravel Pricing Delivered &amp; Spread</b>	
75 Cubic Yards Black Mulch. Delivered and spread. Lump Sum Price.	
Black Mulch By the Yard. Delivered and spread. Price per cubic yard.	
Landscaping Gravel By the Yard. Delivered and spread. Price per cubic yard.	
Specify gravel size and color:	

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Authorized Signature, Title (Owner/ Corporate Officer)

Date

Company Name

## NON-COLLUSION AFFIDAVIT

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, or by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

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Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name:

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Company Name

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Mailing Address

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Telephone No.

Fax No.

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Robertson County, Tennessee  
Letter of Compliance

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5413 may require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. The law provides that no employer or their employee(s):

1. Shall come in direct contact with school children, children in a childcare program;

AND/OR

2. Shall enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Your signature below indicates that you are fully aware of these requirements and that T applicable to your business relationship with the Robertson County Board of Education: (1) you have fully complied with the investigation required; and (2) you and any of your employees to which this applies are qualified to be in contact with the children and/or on school grounds as set forth by the Statute.

Further, you agree to hold Robertson County and/or is Board of Education harmless in all respects from any failure on your part to follow these requirements.

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Authorized Signature (Owner/ Corporate Officer)

Date

Printed Name

\_\_\_\_\_

Company Name

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Telephone No.

Fax No.

\_\_\_\_\_

Email Address:

\_\_\_\_\_

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Robertson County, Tennessee government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
  
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
  
3. The Company is in compliance with T.C.A. § 50-9-113.

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**Authorized Signature, Title (Owner/ Corporate Officer)**

**Date**

**Printed Name:** \_\_\_\_\_

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**Company Name**

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**Mailing Address**

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**Telephone No.**

**Fax No.**

**Witness signature :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness printed name:** \_\_\_\_\_

**STATE OF TENNESSEE  
IRAN DIVESTMENT ACT AGREEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at [CPO.Website@tn.gov](mailto:CPO.Website@tn.gov).

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COMPANY NAME

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DATE

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REPRESENTATIVE

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TITLE