PUBLIC NOTICE INVITATION TO BID # 1159

The Springfield Electric Department will be accepting sealed bids for the following:

2021 Mowing and Landscaping Contract

Specifications may be downloaded at www.springfieldtn.gov. Contractors are strongly encouraged to tour the properties with a representative of the department before submitting a bid. Call Nicky Pinson at (615)384-6770 ext. 121 with questions or to arrange a tour of the properties. Sealed bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:30 pm local time, Tuesday, March 16, 2021. Please reference Bid #1159 on the outside of the sealed envelope. The City of Springfield reserves the right to reject any or all bids.

Lisa H. Crockett City Recorder

MEMORANDUM

INVITATION TO BID

All Mowing Contractors TO:

FROM:

Steven Sax, Electric Utility Director

March 2, 2021 DATE:

2021 Mowing and Landscaping Contract RE:

The Electric Department Mowing and Landscaping Maintenance Contract for 2021 is attached. Please review this contract carefully and enter your bid on the last page. Contractors are strongly encouraged to tour the properties with a representative of this department before submitting a bid. Call this office to arrange a tour of the properties.

Sealed bids must be received in the office of the City Recorder, 405 N. Main Street, Springfield, Tennessee 37172, no later than 2:30 p.m., Tuesday, March 16, 2021. Please include BID #1159 on the outside of the sealed envelope.

At least three (3) references from prior clients must be included with this bid before acceptance by SED.

Questions concerning this contract should be directed to:

Nicky Pinson, Electric Operations Superintendent Springfield Electric Department 1000 Central Avenue West Springfield, Tennessee 37172 (615) 384-6770, extension 121 (615) 946-1914 mobile (615) 382-1642 fax

Thank you for your interest in this contract.

THE CITY OF SPRINGFIELD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOWING AND LANDSCAPE MAINTENANCE CONTRACT

THIS AGREEMENT made and entered into as of the ______day of ______, 2021 by and between the CITY OF SPRINGFIELD, TENNESSEE, and administered by the Springfield Department of Electricity (hereinafter called "OWNER"), and ______ (hereinafter called "CONTRACTOR").

That for and in consideration of the mutual promises and covenants herein contained, the parties agree and bind themselves as set forth out below:

The CONTRACTOR Agrees:

- 1. To maintain the grounds of OWNER described and listed herein in a professional and timely manner including mowing, mulching, racking, trimming and weed control.
- 2. To cut the grass and trim neatly around all foundations, fences, curbs and other obstacles.
- 3. To provide landscape maintenance of all shrubbery, flowers, plants, etc. at the grounds of the OWNER'S office at 1000 Central Avenue West, in a suitable, professional manner and as prescribed by the type of plant/vegetation in place. Landscape maintenance will be provided as frequently as needed.
- 4. To maintain the grounds both inside and outside fences where all the property is not under fence.
- 5. To perform the work in an efficient, orderly and safe manner.
- 6. To furnish all necessary equipment to perform the work and to maintain the equipment in good serviceable condition.
- 7. To exercise due care concerning power lines, buses and other appurtenances, comprising the OWNER'S electrical system. To, at all times, maintain adequate supervision over the crew. The CONTRACTOR shall be responsible for all damage to OWNER'S property by his/her crew. Further, to use only workers age twenty-one (21) or older inside substation fences.
- 8. To pay for and maintain liability insurance of an amount suitable to indemnify and hold OWNER harmless for all claims and expenses resulting from CONTRACTOR'S actions and omissions. Further, to furnish OWNER annually with current evidence of such coverage.
- 9. To replace any vegetation damaged or destroyed due to CONTRACTOR'S negligence. <u>MOWING AND LANDSCAPING MAINTENANCE CONTRACT (cont.)</u>

10. To keep adequate records and make them available for inspection by the OWNER in the event a dispute arises concerning this Contract.

The OWNER Agrees:

- 1. To pay the CONTRACTOR within fourteen (14) working days after completion of all mowing shown in item number 3 below provided the CONTRACTOR provides records adequate for the amount billed.
- 2. To pay the CONTRACTOR ______ per mowing.
- 3. A mowing shall consist of the following nine (9) properties and shall not be deemed complete until all properties are mowed: (1) Sleepy Hollow Substation on South Main Street; (2) Springfield District Substation on Josephine Street; (3) Wartrace Substation on Bill Jones Industrial Drive; (4) The entire Springfield Primary Substation on Roy Pitt Road; (5) Fifteenth Avenue Substation (6) The Administrative Office and Warehouse at 1000 Central Avenue West (including weeding and landscape maintenance); (7) Mt. Denson Substation at Highway 161 and Charles Ralph Drive; (8) Holley Substation on Industrial Drive; (9) South Springfield Substation on W.A. Batson Parkway.

It is mutually agreed that the term of this contract shall begin on <u>April 1, 2021</u> and end <u>March 31, 2022</u>. Either party may terminate this agreement in the event of breach by the other party. Notice of such termination must be in writing, given to the other party at least fourteen (14) days before the termination date and such written notice shall contain the reasons for termination.

	This the	day of	, 2021.	
	CITY OF	SPRINGFIELD, T	ENNESSEE	
ATTEST:		BY:		
	UTILITY DIRECTOR		MAYOR	
ATTEST:		BY:	CONTRACTOR	
CONTRAC	TOR NAME		PHONE NUMBER	
ADDRESS				

The City of Springfield reserves the right to reject any and all bids.

IRAN DIVESTMENT ACT NOTICE

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.

For these purposes, the State intends to use the attached list of "Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012."

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 <u>CPO.Website@tn.gov</u>.

List Date: April 15, 2020 Source: <u>https://www.ogs.ny.gov/iran-divestment-act-2012</u>

- 1. Ak Makina, Ltd.
- 2. Amona
- 3. Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat Iran
- 7. Bank Sepah
- 8. Bank Tejarat
- 9. China Precision Machinery Import- Export Corporation (CPMIEC)
- 10. ChinaOil (China National United Oil Corporation)
- 11. China National Offshore Oil Corporation (CNOOC)
- 12. China National Petroleum Corporation (CNPC)
- 13. Indian Oil Corporation
- 14. Kingdream PLC
- 15. Naftiran Intertrade Co. (NICO)
- 16. National Iranian Tanker Co. (NITC)
- 17. Oil and Natural Gas Corporation (ONGC)
- 18. Oil India, Ltd.
- 19. Persia International Bank
- 20. Petroleos de Venezuela (PDVSA Petróleo, SA)
- 21. PetroChina Co., Ltd.
- 22. Petronet LNG, Ltd.
- 23. Sameh Afzar Tajak Co. (SATCO)
- 24. Shandong FIN CNC Machine Co., Ltd.

- 25. Sinohydro Co., Ltd.
- 26. Sinopec Corp. (China Petroleum & Chemical Corporation)
- 27. SKS Ventures
- 28. SK Energy Co., Ltd.
- 29. Som Petrol AS
- Unipec (China International United Petroleum & Chemicals Co., Ltd.)
- 31. Zhuhai Zhenrong Co.

IRAN DIVESTMENT ACT

"By the 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 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 <u>a person included within</u> the list created pursuant to § 12-12-106."

Signature:

Date: _____

Title:		