



Invitation to Bid – Mowing of Abandoned and Neglected Property
Solicitation # 437-1219-09
November 14, 2019

Bid Instructions

If you are interested in submitting a sealed bid to provide mowing services of abandoned and neglected property under the terms and conditions as further described herein, you must submit the following:

1. Completed and signed copy of the bid sheet as included with this invitation to bid.
2. Copy of insurance with limits as required herein.
3. Signed Iran Divestment Act as included with this invitation to bid.
4. Vendor application. Applications may be completed online at www.columbiatn.com or obtained at 700 North Garden St., Columbia Tennessee.

Your sealed bid along with all required submissions must be returned:

On or before 1:00 PM CST, December 3, 2019.

To the Purchasing Agent , City Hall, 700 North Garden St., Columbia, TN 38401.

Bids received after the opening date or time will not be accepted. Fax bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance

Scope of Work - Property owners within the City are required by City Ordinance to maintain lawns and grounds to acceptable levels. In the event that the owner is either unwilling to cooperate or unable to be located, the City will authorize and pay for the maintenance of the property as authorized by Ordinance 3105. The cost incurred by the City for this service will become a lien on the property. Due to the length of time since they were last maintained, lawn maintenance may consist of bush-hogging, finish mowing, trimming or any combination thereof as directed by the City of Columbia Codes Department. The frequency with which complaints will be filed is unpredictable; therefore, the City will not guarantee the amount of work that may be required under any resulting agreement.

Requests may also be made within the scope of this invitation to bid for maintenance of lawn and grounds of various City owned properties. These properties have been acquired by the City through non-payment of taxes and are not owner occupied.

Any agreement reached as a result of this invitation to bid shall be for a period one-year and may at the option of the Purchasing Agent for the City of Columbia and as agreed to be the awarded vendor be renewed annually on the anniversary date of the initial award for an additional one- year periods. In no event shall an agreement be extended beyond three years from the date of the initial award. All prices shall be fixed for the term of the agreement unless adjusted based upon a renewal schedule agreed upon at the time of initial bid award.

The City reserves to the right to award contract to multiple vendors. Vendors may bid on all requested services or any portion thereof.

General Conditions

1. Acceptance of Bids: The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. Error in Bid: In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. Discount Period: Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. Sample of Materials: Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. Signatures on Bids: Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. Alternate Bids: Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. Proposal Sheets: Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. Federal or State Sales, Excise or Use Tax: Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. Delivery: The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. Compliance: Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.

11. Specifications: It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. Inspection: Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. Bid Opening: Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. Cancellation: The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. Permit Requirements: Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. Multi-Year Contracts: The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. Financial Statements: Financial statements will be submitted upon request.
18. Term of Payment: Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Administrative Secretary and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

Definitions

1. Mowing – Mowing shall be defined as the process of maintaining grass and or weeds on a property within acceptable height limits and community standards. Mowing may require the use of power mowing equipment, string trimmers, commercial mowers or heavier equipment such as tractors with mowing attachments.
2. Property Security – Property security shall be defined as the process required to restrict or limit access to a structure by casual or curious third parties. It is generally limited to access through doors or windows.
3. Litter – Litter shall be defined as paper, plastics, cardboard or other such items not confined to a proper receptacle and subject to being scattered by wind.
4. Trash, Brush and Debris – Trash, Brush and Debris shall be defined as large accumulations of litter, garbage, clippings, limbs, or household items not properly contained and thereby creating an eyesore for surrounding property owners.

Requirements

1. All requests for services shall be completed within seven days of receiving the request from the City of Columbia Codes Division.
2. Verification of work completed shall be submitted by email to the City of Columbia Codes Division.
3. Only those services requested by the City of Columbia Codes Division shall be reimbursed.
4. Billing shall be submitted to the City of Columbia within 30 days of the completed work.
5. Mowing shall be done between the hours of 8:00 A.M. and 6:00 P.M., Monday thru Saturday.
6. Contractor will be responsible to supply all equipment, supplies, tools, fuel, trailers and vehicles required for the job.
7. Contractor will be responsible for the safety of its employees and the general public when mowing and shall take all reasonable and necessary precautions to protect employees, the general public and property.
8. Contractor will be responsible to pickup litter on the property to be mowed prior to mowing. Any litter so collected shall be bagged and disposed of in a proper and legal fashion.
9. Grass abutting hard surfaces such as trees, houses, sidewalks or bushes shall be weeded with a string trimmer unless such grass can be reasonably and safely be cut with a mower. Chemical means of weed control shall not be allowed unless authorized in advance by the City of Columbia Codes Division.
10. Grass clipping discharged on to sidewalks or roadways shall be removed by means of sweeping or blowing.
11. The finish cut on grass shall be no higher than 5 inches.
12. Contractor will be responsible for any secondary, consequential or incidental damage done to property as a result of mowing and weeding.
13. Contractor will be responsible for removal of trash, brush, debris and garbage as directed by City of Columbia Codes Division.
14. If requested, contractor shall be responsible to reasonably secure abandoned property to prevent unlawful entry. Reasonable security includes boarding of any doors or windows which are either missing, broken, or otherwise inoperable such that entry to the property is not possible by the public without effort or further destruction. Supplies used in the process of property security shall be reimbursed at actual costs and supported by original invoice of purchase.

Insurance

The awarded contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for

whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$100,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

Laws, Taxes and Indemnification – The bidder shall comply with all applicable local, State and Federal laws. The contractor is further responsible for all taxes associated with providing services under this contract. The bidder agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the bidder, his employees, or any subcontractors hired under this contract.

Time of the Essence - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of any contract, award or purchase order.

Payments – Payment will be made within thirty days of submitting an invoice to the City of Columbia Codes Department provided the following conditions are met.

1. The invoice shall clearly identify the address of the property mowed and the date the property was mowed.
2. The invoice is approved by the Codes Division Director for payment

Agreement - If accepted by the City of Columbia, the bidder will be required to execute an agreement to provide services.

Bids –

Mowing shall be quoted on a per hour basis and shall include labor, equipment , supplies and overhead to provide bush hogging, finish mowing, trimming or litter pickup.

Trash, Brush and Debris removal shall be quoted as an hourly rate and will be paid per man hour required. The hourly rate shall cover cost of all equipment, fuel and supplies used.

Property Security shall be quoted as an hourly rate and will be paid per man hour required. The hourly rate shall cover the cost of personnel and equipment used.

Materials required for securing property shall be reimbursed at costs. The Contractor shall submit invoices for materials along with the invoice for services.

City of Columbia – Invitation to Bid – Lawn & Ground Maintenance For Abandoned & Neglected Property – Solicitation # 437-1219-09 , Bid Sheet – Page 1 of 1

Service	Initial Annual Contract	1 St Annual Renewal	2 nd Annual Renewal
Mowing Services	\$ Per Hr	\$ Per Hour	\$ Per Hour
Property Security	\$ Per Man Hr	\$ Per Man Hr	\$ Per Man Hr
Brush, Trash & Debris Removal	\$ Per Man Hr	\$ Per Man Hr	\$ Per Man Hr

1. Do you have equipment capable of mowing weeds and grass that are in excess of 12 inches tall?
Example (heavy commercial mowers or bush hog) _____
2. Do you have equipment to properly trim around hard surfaces such as string trimmers? _____
3. Do you have equipment capable of finish mowing to maintaining lawns at a height normally found in most residential areas? Example (lawn tractor or zero turn mowers) _____
4. Do you have trucks or trailers sufficient to haul trash or debris? _____
5. Do you have equipment necessary to secure property such as ladders, saws, hammers? _____

In compliance with this Invitation for Bid for Lawn and Ground Maintenance of Abandoned and Neglected Property Solicitation # 437-1219-09 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted above.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Address: _____

Signature: _____ Date: _____

Name (type/print): _____

Title: _____ Telephone: (____) _____ Fax No.:(____) _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

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."

Vendor Name: _____

Vendor Signature: _____ Date: _____