



**Invitation to Bid – Landscape Services – Nashville Hwy
May 8, 2020
Solicitation # 999-0520-23**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager’s Office, City Hall, until, but no later than **2:00 P.M.CDT, June 1, 2020**, and then publicly opened and read aloud for Landscape Management Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered, you must:

1. Vendors are requested to register online by using the online link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> . Paper applications are also available on the City’s website: www.columbiatn.com
2. A completed bid sheet.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to Purchasing Agent, City Manager’s Office, City Hall, 700 North Garden St., Columbia, TN 38401.
5. Bid envelopes shall be identified on the outside with **ITB Landscape Service** and opening date of bid, June 1, 2020.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Bidders are responsible for ensuring that their bids are stamped by City Manager’s Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed 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.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.

1. SCOPE

The City of Columbia is seeking bids from professional landscape management firms to provide landscape management service for various planting areas located on Nashville Hwy (Hwy 31 North) being the entrance of Columbia City limits, from Old Highway 31 to the South bound Welcome Sign. Area to be included will be median, both sides of areas around Donald F Ephlin Parkway ramps as shown on the map Exhibit "A". It is anticipated that the award for this service will be for a period of one year with the City retaining the option to renew the award for two additional one year periods. The service will include all labor, equipment and materials required to adequately maintain the identified areas and plant materials as further described herein.

2. 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. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City unless otherwise instructed herein. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid 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 fifteen (15) 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 of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within this invitation. 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 forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision 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 within 10 day from the date of the Purchasing Agent’s response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. SPECIAL CONDITIONS

- 3.1 All vendors are encouraged but not required to inspect all planting areas and review all plans prior to the submission of a bid. Failure to adequately inspect the planting areas, plant materials or review the plans shall not be grounds for modification of the bid or terms and conditions thereof after bid opening.
- 3.2 All bids shall either acknowledge the acceptance of the planting areas as they currently exist along with the health of the current plantings or shall note in the bid any problems with the health of the plants or plant selections with regard to future success of plant survival.
- 3.3 Bids shall include the flat fee per maintenance occurrences for one year to be done for the existing planting areas maintenance fee for two additional one-year extensions.
- 3.4 Any extension shall be at the option of the Purchasing Agent for the City of Columbia.
- 3.5 All bidders shall supply a list of at least 3 references for work they have performed of a similar nature.

4. INSURANCE

The awarded vendor 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 Vendor'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 vendor or his forces as enumerated above. The vendor 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 vendor 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 as a result of awarding this bid.

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 \$1,000,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor 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 vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. 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 obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.

7. PAYMENTS - Payment will be made after all following conditions have been meet:

7.1 Within seven (7) days of submitting occurrence invoices to the Purchasing Agent for the City of Columbia.

8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:

8.1 Non – appropriation of funds

8.2 Failure of the Contractor to perform the services to the satisfaction of the City.

8.3 Due to non-renewal on the anniversary date of the award.

9. SPECIFICATIONS & REQUIREMENTS

Site locations:

The following areas are established planting areas and require immediate and ongoing service. There are approximately 6 planting areas and/or planting cutouts. Each area contains a mixture of trees, groundcover, and shrubbery. They are located as follows:

- A. All trees and planting in the median area going north from Old Hwy 31 to Hospitality Drive on Nashville Hwy.
- B. All trees and planting in the median area going north from Hospitality Drive to Old Hwy 31 on Nashville Hwy.
- C. All trees and planting in the median area going north from Raider Lane to right pass school zone signage on Nashville Hwy.
- D. All trees and planting in the median area going north from Donald F Ephlin Parkway north bound entrance ramp to the south bound exit ramp onto Nashville Hwy.
- E. All trees and planting areas on west side of the North Bound Nashville Hwy at City of Columbia signage.
- F. All trees and planting areas on the East side of South Bound Nashville Hwy at City of Columbia signage.

Required Services:

A. Maintain all plant materials in a healthy, growing condition by performing the following work:

- 1. Weeding – All beds shall be maintained in a weed-free condition through the use of herbicides and hand labor.
 - a. Weeds are any vegetation found growing that was not part of the original planting design.
 - b. Any pre-emergent or post-emergent herbicide shall be used in a manner consistent with label instructions and

applied in such a manner as to not be harmful to original plants within the designated areas or to plants, grown covers, grass or trees within close proximity to the designated areas but not owned by the City.

- c. It shall be the contractor's responsibility to remove all dead weeds and weeded material from the site. It shall not be acceptable to leave clipping, weeds or other materials on the curbs or street.

2. Pruning – All pruning shall be done in a manner that is recognized as a best industry practice for the tree or shrub being pruned.

- a. Trees- Prune deciduous trees when in the dormant state.
 - i. Tree Pruning to include annual services as required to maintain the canopy trees such that it does not interfere with vehicular traffic or protrude into road ways. Vendor shall prune and/or shape the Crepe Myrtles as trees and remove all limbs and leaves resulting from the tree pruning.
- b. Evergreens – prune using recognized industry best practices standards.
- c. Pruning shall be done to maintain adequate vehicular clearances as well as to remove damaged or dead branches.
- d. All pruning cuts shall be done using appropriate pruning saws or loppers. Chainsaws shall not be allowed.

3. Fertilizing and Mulching – Fertilizer and mulching shall be done at least annually or more frequently as maybe suggested by industry standard.

- a. A properly balanced time released fertilizer shall be applied to all planting areas and in manner and at a rate consistent with manufacturer's directions.
- b. All areas shall be mulched on an annual basis using a disease-free dark hardwood mulch. The depth of the mulch shall be such that mulch itself will serve as a deterrent to weed growth without impairing the growth of the planting materials
- c. Mulch shall not be applied until the planting area is free of litter, leaves and plant debris.
- d. Areas shall be mulched on or before April 1st each year in preparation for the City's Mule Day celebration.

4. Litter Control – Litter control shall be performed prior to maintenance of area.

- a. Litter control shall consist of the removal of all paper, plastic, metal, trash, debris, rocks, leaves, or sticks from the planting areas.
- b. Litter must be removed by the contractor from the site and shall not be placed on streets, curbs or in City trash receptacles.

5. Insect and Disease Control –

- a. Contractor shall immediately notify the City (Purchasing Agent) if insect or disease problems occur.
- b. Contractor shall be responsible for the application of chemicals as may be required for the control of the problem.
- c. Application of chemicals shall be done in accordance with manufacturer’s instructions and consistent with good industry practices
- d. Contractor shall furnish City with a list of all chemicals applied, rate of application and date of application. This list shall be supplied along with the bill for the month during which the chemicals were applied.

7. Other services – During the period of any agreement or extension thereof there may be additional landscaping services needed that are not part of the required services listed herein.

- a. Additional services may include removal of dead plants and installation of new plants, watering in extreme dry periods. The cost of additional services will be in addition to the contracted costs for maintenance and shall not be performed without a cost estimate being submitted by the contractor and approved by the City prior to doing said services.

10. Responsibilities of the Parties

A. Vendor –

- 1. The vendor shall be responsible for the replacement of materials whether owned by the City or not which the City Judge shall deem as damaged or killed by poor industry practices or knowledge.
- 2. Shall perform all services as defined herein.
- 3. Shall in writing inform the City immediately of any conditions that affect the health of the plants, the conditions of the planting areas or safety of the public.
- 4. Shall submit a list of all chemicals, fertilizers, herbicides or sprays used on the planting areas along with the dates of applications.
- 5. Shall have adequate equipment and staff to perform all services on a timely basis.
- 6. Shall have adequate knowledge and experience in landscape management of this nature.
- 7. Shall have all necessary permits and licenses required to perform the services required to include any required for chemical applications.

8. Shall submit monthly invoices for services to the City of Columbia Finance Department.
9. Shall at all times not block or impede traffic flow, provide safety equipment and clothing and insure it is worn at all times. Provide flagman or warning devices if working in median.

B. The City –

1. The City shall reimburse the contractor on a monthly basis and at the monthly rate as bid or as agreed upon for any future renewals.
 2. Shall approve in writing any additional work to be performed prior to the work being performed.
 3. May inspect all planting areas on a monthly basis for compliance to the terms of this agreement and provide the contractor with any areas of concern when and if they are identified.
 4. Provide the vendor a written notice of concerns regarding required services noted on inspection and allow the vendor 30 days from the date of the notice to remedy the problems. Failure to adequately address any problems noted may result in termination of the agreement.
11. Contract for Services – The awarded vendor will be required to execute a contract for services with the City of Columbia which shall incorporate this invitation to bid and the vendor's response.
12. Award of the bid – A recommendation for award will be made to the lowest responsive, responsible vendor and the following conditions have been met:
1. Proof of insurance as required herein has been furnished.
 2. Listing of three reference for which similar services have been provided.

**City of Columbia – Invitation to Bid - Landscape Management Services
Solicitation # 999-0520-23, Bid Sheet 1 of 1**

1. Charge per occurrence for landscape management for existing planting areas as outlined within the solicitation identified above -

Charge per Occurrence through June 2021 \$ _____

Charge per Occurrence July 2021 through June 2022 \$ _____

Charge per Occurrence July 2022 through June 2023 \$ _____

2. I have inspected all planting areas and accepted the condition of all planting areas and planting materials with the exceptions if any as noted on a separate attachment.
3. I have attached a list of three reference for which I have provided similar services

In compliance with this Invitation for Landscape Management Services, Solicitation # 999-0520-23 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services at the price as quoted above together with any exceptions taken and separately disclosed. 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.

Vendor Name: _____

Signature: _____ Title: _____

Date: _____

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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____
an employer of five (5) or more employees contracting with the City of Columbia Tennessee 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 the 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.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the foregoing affidavit for the purposes therein
contained. Witness my hand and seal at office this _____ day of
_____, 20____.

Notary Public

My commission expires: _____