

**Weakley County, Tennessee
Invitation to Bid
Bid #2023-18**

The Weakley County, Tennessee Department of Finance will be accepting bids on the following:

**Mowing for
Weakley County Board of Education Properties:**

**Dresden K-8 School
Dresden High School
Gleason School
Greenfield School
Martin Elementary School
Martin Primary School
Sharon School**

Weakley County Board of Education / Dept. of Finance

Information can be obtained from the Department of Finance, 8319 Highway 22, Suite B, Dresden, TN 38225, between the hours of 8:00 A.M. and 4:00 P.M. or online at www.weakleycountyttn.gov.

Bids will be accepted **until 3:00 P.M., April 18, 2023**. Bids received after this time will be deemed late and will not be considered.

Bids must be sealed and marked on the outside of the envelope:

“SEALED BID #2023-18, BOE PROPERTIES - MOWING”

Nothing herein is intended to exclude any responsible vendor, his or her product or service, or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. Weakley County is compliant with Title VI of the 1964 Civil Rights Act and as a result, does not discriminate on the grounds of race, creed, national origin or gender.

Bids may be hand delivered or mailed to:

**John H. Liggett
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225**

Any questions concerning the bid should be directed to John Liggett, Director of Finance (731-364-5429).

**WEAKLEY COUNTY SCHOOLS
BID INFORMATION
BID #2023-18**

DESCRIPTION OF WORK:

The work shall consist of mowing the grounds, trimming, edging around the buildings, walkways, fencing, playground equipment, and trees, blowing excess debris from driveways, porches, and walks after mowing and trimming of the following facilities:

1. Dresden K-8 School
759 Linden Street, Dresden, TN
2. Dresden High School
7150 Highway 22, Dresden, TN
3. Gleason School
92-99 State Championship Drive, Gleason, TN
4. Greenfield School
319 West Main Street, Greenfield, TN
5. Martin Elementary School
300 College Street, Martin, TN
6. Martin Primary School
215 College Street, Martin, TN
7. Sharon School
254 N. Woodlawn Street, Sharon, TN
8. Weakley County Board of Education / Department of Finance
8319 Highway 22, Dresden, TN

The Bidder (Contractor) will perform the above work as needed. Weakley County will require the grounds of the above properties to be visually appealing. Contractor should sweep and/or otherwise clean up and dispose of debris from mowing, edging, and trimming efforts, including any debris or unsightly overlay of cut grass on lawn areas. All windows, walks, and steps should be cleared of cut grass and other debris from mowing, edging, and trimming as well.

SCOPE OF WORK:

The Bidder (Contractor) will use proper mowing and trimming equipment to perform the required work. All debris will be cut up small enough as to lie flat to the ground and be of size small enough not to cause stoppage of any drain, pipe, culvert, or ditch or cause damage to other individuals or equipment.

EQUIPMENT:

The equipment must be in good working order and suitable for performing the work. The Bidder (Contractor) will furnish any support equipment or personnel necessary for proper operation, maintenance, and supervision. The Bidder (Contractor) should include a list of equipment to be used. The County may, at its option, inspect the Bidder's equipment in order to determine suitability for performance of the work and may consider said equipment suitability as a pertinent factor in determining bid award.

LOCATION & OPERATING REQUIREMENTS:

The work areas to be mowed and trimmed will be selected by the Principals of each designated school. The Principals may consider the Contractor's recommendation in selecting the work areas to enhance convenience and efficiency in the work, where possible, but will be under no obligation to do so. Mowing will be performed only during daylight hours, Monday through Saturday, or as otherwise approved by the Principals. The Contractor will be responsible for assuring that all of his/her employees are decently dressed. No obscene or lewd clothing will be allowed.

It is noted that there will be times during the school year (testing and various other activities) that the Contractor is asked to refrain from mowing or working on the school grounds to avoid classroom disruption during specific times of the week/day.

MOWING CYCLES & BID OPTIONS:

Frequency of mowing, edging/trimming, and cleaning debris will be left to the discretion of the Bidder (Contractor). The work will be done on an as needed basis. All mowing machines shall be set to a uniform height suitable to the designated Principal or his/her designee. The Contractor shall agree that said work shall be completed regularly, diligently, and uninterruptedly at a reasonable rate of progress to ensure full completion of work on one site prior to beginning work on other sites, i.e. mowing shall proceed in a continuous pattern and no spot mowing or site hopping will be accepted. If clippings become unsightly, it shall be the Contractor's responsibility to rake and remove such clippings.

The Bidder is requested to submit a total bid on mowing the grounds, trimming around the buildings, walkways, trees, playground equipment, and fences, maintaining fence rows, removing dead limbs and/or sticks from school grounds, raking and disposing of excess leaves as needed, blowing excess debris from driveways, parking lots, and walks after mowing and trimming of the school properties listed above. This includes the front, rear, and side areas of the buildings. The Bidder (Contractor) will perform the above work as needed and will be liable for all costs incurred.

INSPECTION AND PAYMENT:

The County will perform periodic inspections of Contractor's work and progress to determine acceptance of work and to ensure compliance with specifications sighted in this bid. The Contractor will be notified, either verbally or in writing, of areas or conditions found to be out of compliance. The contractor will take such

action as to remedy any noncompliance to meet required specifications. The Contractor shall submit a detailed monthly invoice to the Weakley County Department of Finance at the end of each month. This invoice should include the date and location of each mowing being billed. Payment will be made within thirty days after invoice is submitted. However, the County will not be obligated to make any payment until all areas or conditions of noncompliance found in a mowing cycle have been remedied.

PROTECTION OF PROPERTY:

The Contractor shall at all times carry on his/her operation in such a manner as not to cause damage to any public or private property and exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. In the event damage occurs by reason of the mowing contractors, the Contractor will replace or repair it at his/her own expense in like kind or as directed by the County. Should the County find it necessary to repair any damages caused by Contractor, the County shall be reimbursed for the cost of such work or may, at its option, deduct the cost from any payment due to the Contractor.

INSURANCE CERTIFICATES:

The bidder who is selected to enter into a Contract Agreement for this work shall obtain and pay insurance coverage as set forth below. All insurance certificates are required to name Weakley County, Tennessee, and Weakley County Board of Education as additional insured as to General Liability and a Waiver of Subrogation for Workers Compensation coverage. **The Bidder must submit verification that all insurance certificates can be provided upon acceptance of the contract.**

Insurance coverages under this section shall meet or exceed the following:

Comprehensive General Liability, including Products and Completed Operations, Broad Form Property Damage Liability, Contractual Personal Injury, and XCU Coverage (if applicable):

Bodily Injury Limits of:	\$500,000
Annual Aggregate of:	\$500,000
Policy (Umbrella):	Not Required

The Certificates must include the provisions that the owner shall be notified of any changes, deletions or cancellation of coverage within thirty (30) days of such action.

INDEMNITY PROVISION:

All bidders are to include provisions in their bid to incorporate the following Indemnity Provision into their scope of work. This Indemnity Provision shall be deemed a part of any Contract and/or Purchase Order Agreement between the successful bidder and the Owner. To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless the Owner and their agents and employees from and against

all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting there from, and (2) is caused in the whole directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Owner or their agents or employees by any employee or any Contractor, any subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. In the event any provision or portion thereof should be deemed illegal or unenforceable, then all the remaining terms of this provision shall be fully legal and enforceable.

CONTRACT TERM AND CONTRACT TERMINATION:

The term of the Contract for the work under this bid will be for the initial period of one (1) year beginning April 1, 2023, and ending on March 31, 2024.

Said Contract may be extended by mutual agreement for the period of two (2) additional one-year terms by Letter Agreement between the County and the Contractor. In the absence of said Letter Agreement, the Contract will expire at the end of the initial period.

Any Contract or Award arising from this bid will be contingent upon continued funding during the Contract period. Should the governing authorities for the Weakley County, Tennessee Commission fail to approve funding appropriations for this work in any future period, said Contract or Award will become null and void.

In the event any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the County may serve written notice upon the Contractor; surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless immediately after the serving of such notice upon arrangement of correction be made, the contract shall cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Contractor.

The contract period begins April 1, 2023, and ends March 31, 2024.

EXECUTION OF CONTRACT:

Bidder shall be prepared to execute a formal Contract Agreement within ten (10) days after receipt of notice of bid acceptance and/or to immediately proceed with work upon the issuance of a written Notice to Proceed. Bidders shall upon receipt of a Letter of Intent/Notice to Proceed shall with an adequate force and adequate equipment on a date specified in a written Notice to Proceed from the Owner and to complete the work in the time stipulated.

BID FORM:

The bid must be submitted on the proper form enclosed to receive consideration. Sums of money shall be indicated both by the Unit Cost and Total Item Cost. No bidder may withdraw his bid within 30 days of the actual opening thereof.

Bids will be reviewed and awarded on the basis of the lowest and best bid as determined by the Weakley County Director of Finance.

Owner reserves the right to reject any and all bids.

BID SECURITY:

All bids of \$25,000 or more require the Contractor to be licensed in the State of Tennessee. A 100% performance and payment bond is required for all bids of \$25,000 or more. The cost of said bond is to be included in the bid.

REQUIRED FORMS:

A copy of the following required documents should be submitted with the bid:

- Bidder's Certification
- Drug-Free Workplace Affidavit
- Bidder's Certification of Compliance with Iran Divestment Act

**WEAKLEY COUNTY, TENNESSEE
BID #2023-18
BID FORM
Page 1 of 3**

ITEM FOR BID:

Mowing for:

**Dresden K-8 School
Dresden High School
Gleason School
Greenfield School
Martin Elementary School
Martin Primary School
Sharon School
Weakley County Board of Education / Dept. of Finance**

BIDS WILL BE RECEIVED BY:

WEAKLEY COUNTY, TENNESSEE
DIRECTOR OF FINANCE
8319 HIGHWAY 22, SUITE B
DRESDEN, TN 38225

UNTIL 3:00 P.M., April 18, 2023

Having carefully examined the specifications for the above referenced items, the undersigned submits the following as bid.

Bid 1. Dresden K-8 School
759 Linden Street, Dresden, TN 38225

Total Cost Bid 1 \$ _____

Bid 2. Dresden High School
7150 Highway 22, Dresden, TN

Total Cost Bid 2 \$ _____

Bid 3. Gleason School
92-99 State Championship Drive, Gleason, TN

Total Cost Bid 3 \$ _____

Bid 4. Greenfield School
319 West Main Street, Greenfield, TN

Total Cost Bid 4 \$ _____

WEAKLEY COUNTY, TENNESSEE
BID #2023-18
BID FORM
Page 2 of 3

Bid 5. Martin Elementary School
300 College Street, Martin, TN

Total Cost Bid 5 \$ _____

Bid 6. Martin Primary School
215 College Street, Martin, TN

Total Cost Bid 6 \$ _____

Bid 7. Sharon School
254 N. Woodlawn Street, Sharon, TN

Total Cost Bid 7 \$ _____

Bid 8. Weakley County Board of Education / Department of Finance
8319 Highway 22, Dresden, TN

Total Cost Bid 8 \$ _____

Bid 9. Combination of Bids 1-8
Total bid if all projects are awarded to Bidder

Total Cost Bid 9 \$ _____

WEAKLEY COUNTY, TENNESSEE
BID #2023-18
BID FORM
Page 3 of 3

Please list at least three (3) references, including name, address, and telephone number for which you have performed similar tasks in the past:

1. _____

2. _____

3. _____

BIDDER NAME: _____

TITLE: _____

ADDRESS: _____

E-MAIL/ PHONE/FAX NUMBER: _____

BIDDER CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Weakley County government to provide construction services, hereby state 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. Section 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. Section 50-9-113.

Further affiant saith not.

Principal Officer

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of 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.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with Weakley County.

Pursuant to the Act, any BIDDER that attempts to contract with Weakley County must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made, where the BIDDER fails to submit a signed and verified Bidder's Certification.

**BIDDER'S CERTIFICATION OF COMPLIANCE
WITH IRAN DIVESTMENT ACT**

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____ (Printed name of Principal Officer of
Company), for and on behalf of _____, (the "Company")

and, after being duly authorized by the Company so to do, makes oath that:

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 the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of

_____, 20__.

_____ Notary Public

My Commission Expires: _____