



**REQUEST FOR BIDS
#1688**

**MOWING/MAINTENANCE OF ATHENS PARKS AND
CEMETERIES**

**CLOSING LOCATION:
ATHENS MUNICIPAL BUILDING
ATTN: PURCHASING DEPARTMENT
815 North Jackson Street
Athens, TN 37303
(423) 744-2780**

ISSUED: FEBRUARY 13, 2019

DUE: FEBRUARY 27, 2019, 09:00 A.M. EST

**NOTICE FOR REQUEST FOR BIDS (RFB)
#1688**

Notice is hereby given that the City of Athens is receiving sealed bids for **MOWING/MAINTENANCE OF ATHENS PARKS AND CEMETERIES** for the City of Athens as described by scope of work included in this bid package.

Bids shall be identified on the exterior of the sealed envelope with all the information included in the attached Bid Return Address Sheet and clearly marked. Bids are to be addressed to the City of Athens and mailed or delivered to the following address:

**City of Athens
Attn: Purchasing Department
815 North Jackson Street
Athens, TN 37303**

A mandatory pre-bid meeting will be conducted at 2:00 PM Monday, February 18, 2019. Graphical maps of properties under this project will be available at the pre-bid meeting. Only those vendors that attend the mandatory pre-bid meeting shall be allowed to submit a bid for this project. Bids will be **received until February 27, 2019 at 09:00 AM Eastern**. Late bids will not be considered under any circumstances. Bids will be accepted if the date/time stamped by the Purchasing Department is 10:00 AM; date/time stamps of 10:01 AM or later will be rejected.

During the evaluation process, the City of Athens reserves the right, where it may serve the City of Athens' best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. Questions and requests for clarification or additional information should be directed by telephone or e-mail to the following City contact:

**James A. Gallup
Purchasing Agent
815 North Jackson Street
Athens, Tennessee 37303
(423)744-2780
Purchasing@CityofAthensTN.com**

The City reserves the right to reject any or all bids regarding the quote, to waive irregularities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

TERMS & CONDITIONS

1. **BID SUBMITTAL FORM:** Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Unless otherwise stated by the City, no bidder may withdraw their bid within a period of thirty (30) days after the date set for the opening of bids.
2. **SEALED BIDS:** ALL bids must be SEALED and properly identified with the name and address of bidder; the date, time, bid number and project title on the OUTSIDE of the bid return envelope.
3. **INSURANCE:** A sheet of minimum "INSURANCE REQUIREMENTS" shall be attached to these terms and conditions when applicable. This sheet is provided for you and your insurance company.
4. Prices shall be quoted FOB Athens, TN. Delivery to City of Athens locations shall be without additional charge unless otherwise requested by the City of Athens.
5. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications, and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Department. An interpretation of the document will be made only by addendum issued by the Purchasing Department to each firm to whom an invitation was forwarded. The City will not be responsible for explanations or interpretations of bid documents except as issued in accordance herewith.
6. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. If a brand name is listed in the bid package and a vendor intends to bid another name it is the responsibility of the bidder to notify the Purchasing Department of his intent to do so by seven (7) days prior to bid opening. This is to allow time to evaluate equipment or product. Failure to do so disqualifies you as a bidder. An approved equivalent is defined as a bid item that meets or exceeds every specification provided in the bid specifications and is approved by the City of Athens. However, the City of Athens reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge of maintenance, and to prevent the purchase of specialty tools.
7. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
8. Prices quoted for all machinery, equipment, and vehicles shall include complete parts manual(s), maintenance manual(s), service manual(s), and operator's manual(s) without additional charge and are to be delivered with the unit.
9. Bids and modifications or corrections thereof received after bid closing will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
10. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.
11. Any alteration, erasure, additions to or omission of requested information, change of the specifications or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid unless such changes are authorized by the specifications.

12. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
13. Charges for boxing or cartage will not be allowed unless previously agreed upon.
14. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
15. Bidder agrees to defend and save the City of Athens from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
16. In case of error or discrepancy in the mathematics of the bid price, unit prices prevail.
17. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder, as the City of Athens does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
18. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Athens. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
19. The City reserves the right to determine the low bidder either based on the individual items or based on all items included in its Request for Bids, unless otherwise expressly provided in the Request for Bids. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Bids.
20. The City reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle or equipment. This may be done by means of experience or research. Initial cost may not determine low bid.
21. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
22. Estimated completion dates are a consideration for bid award for some projects if indicated on the submittal form. However, unless otherwise stated in the bid package, all projects are expected to be completed within six (6) months.

By signing below, I hereby acknowledge that I have read, understood, and accepted the above Terms & Conditions:

 BIDDER'S COMPANY NAME

 COMPANY REPRESENTATIVE PRINTED NAME

 SIGNATURE

TELEPHONE _____ FAX _____ EMAIL _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

SPECIFICATIONS

MOWING/MAINTENANCE OF ATHENS PARKS & FACILITIES

1. **GENERAL.** Mowing, for purposes of this project, are defined as grass cutting either by mowers, weed eaters or hand tools. Bidders should price mowing of the entire boundary of properties, including areas that require weed eating, banks, rocky areas etc.) The work shall consist of mowing and trimming grass at designated locations described as **Cook Park, Knight Park, Veterans Park, Market Park, Heritage Park, Fisher Field, Prof Park, Ingleside Pool, 7 Athens Welcome Signs, Athens Municipal Building, Fire Station II, Eco Park, Redfern Drive Property and the Welcome Sign and entire designated Island in front of McDonalds on Decatur Pike.** The Contractor shall provide all personnel, materials, supplies, tools, equipment, vehicles, and transportation to perform this work within the allotted time period. Proper safety practices and safety equipment shall be used with each piece of operating equipment. At no time are grass clippings to be left on walks or plazas. At Veterans Park if grass is left on the walks or blown into the fountain there is a one hundred dollar fine, (\$100) for each occurrence. On sidewalks, bleacher areas, playground surfaces etc. there is a fifty dollar, (\$50) fine for each occurrence.

2. **WORK TO BE PERFORMED.** Mowing and trimming shall be accomplished in such a manner as not to endanger or annoy visitors using an area or to cause damage to that area such as scalping the ground, rutting, breaking tree limbs or skinning bark on trees, etc. Mowing shall not be permitted when the ground is so wet that mowing operation would cause rutting. Trimming and mowing shall be done at approximately the same time, but in no case shall they be further apart than one (1) day. Mowing schedules should be arranged so that any area will be completed (both mowing and trimming) preferably before a weekend. **Mowing and trimming shall be accomplished to the water's edge regardless of the water elevation** in mowing areas that are adjacent to water unless it is designated a non-mowing area in writing by the Director of Parks and Recreation or their representative hereinafter referred to as the Director.

3. Before each mowing, the Contractor shall pick up all litter, trash, limbs, and other debris and place it in refuse containers or remove it from the area. Designated mowing areas shall be cut at an initial height of not more than three (3) inches nor less than two (2) inches above ground. (These grass heights may be changed after the first inspection with the awarded contractor and the Director). When mowing, care shall be taken to throw clippings away from parked vehicles, sidewalks, mulched areas, planters, or wind row and shall be evenly or uniformly distributed throughout the mowing area. Mowers for use on banks, ditch lines, and hillsides shall not be wider than six (6) feet to prevent scalping. Mowing with power mowers, either push or riding, shall not be performed closer than twenty (20) feet from an inhabited picnic site. Such inhabited picnic site shall be trimmed with hand tools.

Grass shall be neatly mowed and trimmed around lights, walks, guard rails, gates, barriers, curbs, planters, buildings, entrance stations, sign posts, guy wires, trees, shrubs, picnic tables, garbage cans, culverts, parking lots, ramps, sidewalks, steps, playgrounds, water and electric

hook-ups, and other structures to maintain a neat appearance. Ditches, road shoulders, rough ground, banks, impact area, playgrounds, and other areas that cannot be cut with mowers shall be hand cut, pulled or trimmed.

Grass, weeds, tree seedlings, etc. in all planters, landscaped shrub areas, mulched areas around trees, playgrounds and expansion joints or cracks in sidewalks, curbing, slabs, steps, gravel parking or paved areas shall be removed and disposed of each time mowing is accomplished. No line type trimmer shall be used to trim around unprotected small or young plants and trees. All suckers, water shoots and sprouts growing from trees or shrubs shall be trimmed back at each mowing to maintain a neat appearance.

On riprap banks, the bank shall be trimmed three (3) feet below the top of the bank to eliminate any tall weeds or grass sticking up above the top of the bank.

Clippings shall be removed from roads, sidewalks, steps, planters, mulched areas, picnic tables and pads, impact areas, parking lots, pull offs, planters, shelter floors, etc. after each mowing. Any grass or debris blown inside of a pool area, on a sidewalk, on a parking lot or in a like area must be blown out of the area.

4. **SCHEDULE OF WORK.** Mowing shall be performed upon written notification (Notice to Proceed) by the Director specifying areas to be cut. After issuance of a Work Order for an estimated number of monthly mowings, the Director and contractor will meet to set a date to begin mowing. Mowing and trimming shall commence within forty-eight (48) hours of the notice to proceed agreed upon date and shall be completed in no more than seven (7) days. The Contractor shall report to the Director when a mowing is complete and ready for inspection. Such notification shall be made no longer than one (1) day following the completion of mowing of each area. A mowing operation shall not be reported as complete until an area has been mowed, trimmed, weeded, clippings removed, and inspected by contractor quality control personnel. The Contractor shall submit a typewritten mowing schedule every Monday that includes the proposed mowing schedule for the next seven (7) days. This schedule must be turned in to the Recreation Office prior to 10:00 a.m. via email to recreation@cityofathenstn.com. If the Municipal Building is closed on a Monday for a holiday, the schedule is due the next open business day. This schedule should list all areas in the order by which the mowing will be accomplished. Any schedule changes must be reported to the Director in writing. Contractors will meet with the Director as needed for inspection of grounds. An annual schedule will be accepted upon request.

All mowing is to be scheduled around events including but not limited to pool operating hours, athletic events, and special events.

Grass normally requires cutting at various intervals depending on moisture, temperature, and soil conditions at a particular site.

Annual cutting schedules will be determined by the Director based on seasonal rates of growth.

During spring growing seasons, all areas may require mowing and trimming once weekly. During dry periods, mowings may be halted altogether. Mowing schedules should reflect an initial seven day cutting schedule. Alterations to the schedule will be done as determined by need. For instance, during drought the schedule may move to a ten-day schedule. Mowing and trimming will not be permitted between 6 p.m. and 6 a.m. in picnic areas and ballfields. Contractors may mow during park operating hours only unless approved otherwise in writing.

5. **HERBICIDE USE.** With the Director's prior approval, herbicide may be used in some areas such as guard rails, road shoulders, roadways, curbing, sidewalk, gravel parking areas or parking lot cracks, at no additional cost to the Owner, in lieu of weeding or trimming. Exception: Playground mulched areas and tennis court boundaries identified in the contract MUST be sprayed with herbicide. After herbicide application is complete and kill is thorough, these areas shall be mowed, trimmed and/or weeded to remove unsightly dead grass. It is the responsibility of the contractor to keep playground areas free of weeds using approved methods safe to children.

Signage must be posted according to product warning label by the contractor stating that the area has been sprayed with herbicide.

6. **DAMAGE TO PROPERTY.** The Contractor shall be monetarily responsible to the City for repairing, restoring, or replacing any Government facilities or structures damaged (including trees, shrubs, grass, and facilities or structures damaged (including trees, shrubs, grass, and flowers) as a result of his operations. All vehicles used in maintenance operations must be used on designated roads and trails unless prior approval is given by the Director. Damage or vandalism by others shall be promptly reported to the Director or his/her designated representative.
Damage to private property will be handled by the contractor.
7. **ADDITIONAL PLANTINGS AND CONSTRUCTION.** The construction of additional landscaping structures or the minor planting or removal of landscape plants (including grass areas) during the contract period shall not be grounds for the Contractor to request a modification of mowing/trimming prices.
8. Contractors and their crews must have their vehicles and employees properly identified. Properly identified for an employee is a shirt with the company name. Properly identified for a vehicle is a window placard or door sign indicating company name. This information must be viewable by anyone and not hidden.

SPECIAL PROVISIONS – MOWING SERVICES FOR ATHENS PARKS & FACILITIES

1. Riding mowers and mowing tractors must be equipped with turf tires.
2. Tractor's mower blades shall be checked for straightness and sharpened before beginning to mow. Bent blades or unlevel mowing decks will not be accepted. The operator shall check after mowing starts and recheck after a couple of passes to be sure that an even and uniform cut is being produced.
3. Tractor mowers shall be checked for correct height and level adjustment each day. The Director will approve the height of cut at the beginning of mowing season.
4. Riding mower's blades shall be checked for straightness and sharpened before starting to mow.
5. Extra blades should be easily accessible for quick change if necessary.
6. Never mow up to or within the mulch line of any trees, shrubs, designed plantings or flower beds. These areas shall be trimmed with a push mower. Contractor shall be liable for any damage incurred.
7. The areas around all signs and utility poles are to be trimmed or sprayed to have a finished job.
8. If herbicides are used, care must be taken during the application not to kill the grass outside of a three (3) foot circle or other approved radius around trees. The City shall approve the herbicides to be used and the areas in which they may be used.
9. All grass trimmings and mower tire marks shall be cleaned from all concrete, brick, and other walking surfaces. Riding mowers are not allowed on the Plaza at Veterans Park. Inside plaza grass must be done with a push mower.
10. When mowing in a median, the Uniform Traffic Code must be used for traffic control if required.
11. All maintenance shall be carried out in a professional manner without interfering with daily traffic patterns or pedestrian safety. Traffic control is the responsibility of the contractor and the manual on Uniform Traffic Control Devices must be used as the standard
12. Once the contract has been awarded to the successful bidder, a tentative schedule of areas along with the day of the week to be mowed shall be submitted to the Director.
13. Playground mulched areas at Heritage Park and Cook Park will be kept clean of grasses and weeds.

SPECIFICATIONS

MOWING/MAINTENANCE FOR ATHENS CEMETERIES

1. **GENERAL.** Athens Cemeteries include Cedar Grove, Hammonds, and Sullins; and mowing and refilling in of sunken graves of the cemetery commonly known as Neil Cemetery. The awarded vendor shall maintain all cemeteries, provide timely services necessary to maintain the grounds; refill, reseed, or re-sod graves and all general maintenance necessary within the City's cemeteries.

No equipment is to be left unattended in the municipal cemeteries without the expressed permission of the Community Development Director or their designee. Any equipment to be left on site when grounds maintenance operations are not in progress must be parked in designated areas at the vendor's risk.

Any trucks, trailers or other large equipment used in conjunction with grounds maintenance must remain on major roadways and not on the narrow aisles. Trucks, trailers, or any equipment without turf tires must not operate on grave site or on any cemetery lots.

The City of Athens reserves the right of determining adequacy of the proposed vendor's equipment to determine if the contractor is capable of performing the desired maintenance frequency and quality.

All damage to turf areas by equipment shall be corrected by whatever means necessary to place the area back to its original condition. Options shall include but not be limited to raking, leveling, filling, seeding, and applying sod.

2. **MOWING AND MAINTENANCE LANDSCAPING.** Mowing and maintenance landscaping shall be performed **as necessary and with a minimum of twenty two (22) times each year.**

Mow and trim all turf areas. Height of grass shall be no less than two (2) inches and no more than four (4) inches. Grass cuttings may be mulched back into turf provided the cut grass is unnoticeable. Any noticeable accumulation of grass or vegetative debris must be collected and removed from the cemetery.

Trim and/or edge around all structures or obstacles including trees, shrubs, buildings, mausoleums, vaults, monuments, markers, slabs, coping, fencing, poles, signs, benches, water spigots, sidewalks. All grass cuttings, leaves, and debris must be swept or blown from structures including headstones.

The awarded vendor is responsible for cutting tree limbs necessary for mowing and maintaining said cemeteries. The City of Athens is responsible for tree cutting and removal and cutting of tree limbs not described above and of limbs 6 inches in diameter or more.

3. **LEAF REMOVAL:** Remove all fallen leaves, twigs, fruit, and other vegetative debris. This includes the removal of such in or under shrubs or small trees or other vegetation. This also includes the removal of such in ditches, culverts, or storm drainage systems, or fence lines. Leaves, twigs, fruit, and other vegetative debris can be mulched into turf areas provided no debris remains visible. Any noticeable accumulation of leaves, twigs, fruit or vegetative debris must be collected and removed from the cemetery. No dumping will be allowed on the cemetery property without the expressed permission of the Community Development Director or their designee. Fallen leaves, twigs, fruit, and other vegetative debris may be blown into piles for collection; however, no such debris may be blown into wooded areas, ditches, culverts, or storm drainage systems.
4. **WILD GROWTH REMOVAL:** Remove wild growth and weeds from flower and shrub beds, cemetery lots (**including all areas between stones and markers**), and along fence lines. Maintain turf along wooded areas by cutting back small trees and wild growth which encroach into established turf areas and/or existing cemetery lots. Weeds and wild growth in ditches, culverts, or storm drainage systems must also be removed to allow for drainage.
5. **TREE AND SHRUB MAINTENANCE:** Remove weeds, trees and wild growth from flower and shrub beds, cemetery lots and along fence line. Remove sucker limbs from all trees over six (6) inches diameter to provide ten (10) feet of clearance. Remove fallen tree limbs, moss, and any debris generated by typical thunderstorms or any other weather event. Take precautions not to damage any planted or established trees or shrubs.
6. **MULCHING:** The contractor may mulch around trees and shrubs to reduce trimming. Mulch shall extend no more than three (3) feet from the edge of the trunk and must not be in contact with the trunk. All mulched areas must be kept free of weeds and wild growth. Mulch must be kept from washing into ditches, culverts, or storm drainage systems. Mulching material must be approved by the City of Athens prior to its installation.
7. **TRASH REMOVAL:** Remove all litter from the cemetery grounds and adjacent areas. Remove all trash, rubbish and debris piled on road shoulders from the private maintenance of cemetery lots. Remove fallen tree limbs, moss and any debris generated by typical thunderstorms.
8. **PROTECTION OF STRUCTURES, TREES AND SHRUBS:** All reasonable precautions shall be taken to protect the public infrastructure, privately- or publicly-owned monuments, markers, and other structures, trees, shrubs, and other vegetation, landscape and other features, and such from grounds maintenance employees, equipment or operations. Through quality control, the contractor must be able to determine if damage has occurred and must notify the City of Athens immediately. If quality controls fail, and damage caused by grounds maintenance employees, equipment or operations is identified, the contractor must demonstrate how quality control will be improved.

9. **ALL LOTS, AREAS AND CEMETERIES** shall receive a uniform maintenance with no special maintenance to any particular area, lot or cemetery.
10. **ALL ROADS** are to be kept passable in and through said cemeteries. Any snow and ice will be removed if necessary by the City of Athens. All roadways and aisles must remain open during maintenance operations. No litter, trash, rubbish or debris may block traffic, and all cemetery gates must be secured or opened into the lot and not left open out into the roadway or aisle.
11. **EXTRA CARE** shall be exercised to avoid damage to grave markers, headstones, corner markers, and other markers. The vendor shall be responsible for repairing or replacing those damaged by their firm.
12. The City of Athens agrees to:
 - a. Furnish seed fertilizer, and straw, if required.
 - b. Furnish top soil as needed for grave and ground maintenance.
 - c. Winterize maintenance building.
 - d. Supply maintenance materials and labor for repairs and maintenance to maintenance and storage buildings.
13. The Contractor agrees to open and close all gates as follows:

November 1 – March 31	-	8:00 a.m. – 6:00 p.m.
April 1 – October 31	-	7:00 a.m. – 8:00 p.m.
14. **SUBCONTRACTING.** Vendor shall furnish to the City of Athens the proposed names and qualifications of any sub-contractor for any or all parts of this service agreement subject to the approval by the City of Athens of all sub-contractors prior to beginning of service agreement. The contract shall not be sub-contracted to another company, individual, or group without the written permission of the City of Athens.
15. **REPORTING AND/OR RESPONDING.** The awarded vendor shall report any damage, complaints received, vandalism or suspicious activities immediately to the City of Athens at (423) -744-2751. (Awarded contractor shall be given contact number(s), including cell, for after hours reporting.) The contractor is expected to respond to all notices and complaints from the City. The contractor shall repair or replace at their own expense any damage caused by grounds maintenance employees, equipment or operations including, but not limited to: tire ruts in turf, broken water lines, or damaged cemetery structures (i.e., headstone, foot and/or corner stone), trees and shrubs.

The contractor must have a pager, cellular telephone or other type of approved communication device whereby he/she can be reached 24 hours a day, when problems develop. If the contractor is not present during grounds maintenance operations, he/she must designate a representative in charge and must also notify the Community Development

Director or designee. The contractor or his/her representative must communicate with his/her employees to ensure that work meets the specifications of this service agreement. The vendor must notify the Community Development Director or their designee immediately if he/she experiences any difficulty in performing cemetery grounds maintenance as specified for any reason.

16. **QUALITY CONTROL AND SUPERVISION.** The vendor must provide adequate training, supervision and quality control over the services provided under this service agreement. Invoices should not be submitted for payment until the vendor is satisfied that the standards and specifications have been met. Performance will be considered unsatisfactory when, upon inspection, it can be demonstrated that certain areas have not been properly maintained.

The awarded vendor's employees must be neat in appearance. Employees must have identification showing affiliation to the contractor. This shall be either uniforms with company's logo clear and visible or ID badges. All employees must wear safety equipment required under OSHA's regulations for the task/s being performed. This will include but be limited to the following: safety glasses, hearing protection, safety shoes. No clothing with offensive print or designs will be allowed.

Work operations shall not be performed in any area where a funeral is being held. Workers shall move to another area not in conflict with funeral services. The vendor and his/her employees shall not lean or rest on monuments, tombstones, statues, etc. Gear, equipment or personal belongings shall not be placed on monuments, coping, or any structure within a cemetery lot. Loud conversations or offensive language are not permitted on cemetery property. The playing of radios, record or tape players is not permitted on cemetery grounds. Firearms, alcohol or illegal drugs are not allowed in the cemetery.

17. The City of Athens reserves the right to restrict work activities in any section or sections of the cemetery for any time and for any reason. Turf areas which are determined too wet to mow may be passed during a maintenance cycle or cycles with the expressed permission of the Community Development Director or their designee.

18. **PENALTIES.** The quality of performance by the contractor in accordance with the contract specifications will be reviewed every ninety (90) days by City staff. THE CITY OF ATHENS reserves the right to resume maintenance in all cemeteries if the Contractor does not provide a service satisfactory to the City of Athens. If the contractor receives an unsatisfactory rating on any contract item listed under this contract for two consecutive quarterly reviews, the city shall impose a "failure to comply with contract" fee of \$1000.00 dollars per contract item per day until failure is corrected each day being a separate offense. If overall performance is determined to NOT meet stated specifications, the contract may be terminated immediately and the remainder of contract time may be awarded to next high bidder.

BID SUBMITTAL FORM
RFB #1688

INSTRUCTION TO BIDDERS: The Mowing/Maintenance Locations are listed. Bidders are instructed to price each individual location and give a total price per cut for each section in the space provided.

NOTE: Frequencies are estimates only and represent typical frequency of cuts. The City reserves the right to increase or decrease the number of cuts for any area. Total Base Bids are used as a basis of award. Invoices should be for actual work performance.

ATHENS PARKS & FACILITIES

1. **Cook Park** – 520 West Avenue (Corner of Cook and West)
a.) Mow and trim all areas
b.) Spray playground with herbicide to control weeds

Frequency: Per approved schedule

Price Per Cut: _____

2. **Heritage Park** – 1005 South Jackson Street
a.) Mow and trim all areas including ballfield
b.) Spray playground with herbicide to control weeds
c.) Spray herbicide one foot around perimeter of tennis courts

Frequency: Per approved schedule

Price Per Cut: _____

3. **Prof Park** – 17 Slack Road
a.) Mow and trim all areas including ballfield

Frequency: Per approved schedule

Price Per Cut: _____

4. **Fisher Field** – 211 Tellico Avenue
a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

5. **Veterans Park** – Sunset Drive
a.) Mow and trim all areas
b.) Remove weeds from azalea bed

Frequency: Per approved schedule

Price Per Cut: _____

6. **Market Park** – 106 South Jackson Street
a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

7. **Athens Municipal Building** – 815 North Jackson Street

a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

8. **Fire Station II** – 804 South Congress Parkway

a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

9. **Ingleside Recreation Complex** – 615 Forrest Avenue

a.) Mow and trim all areas

b.) Spray herbicide one foot around perimeter of tennis courts

Frequency: Per approved schedule

Price Per Cut: _____

10. **Welcome Signs** – Seven (7)

a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

b.) Location of Seven “WELCOME SIGNS”

1. Decatur Pike @ 1-75 (Next to Burger King)
2. Rocky Mount Road and Congress Parkway (In front of McMinn High School - @ tennis courts)
3. Highway 30 East @ McMinn County Justice Center
4. Highway 39 East across from Faith Baptist Church (.6 mile east of Kangaroo Express)
5. North end of Congress Parkway toward Niota @ beginning of four lane
6. Highway 305 and Highway 11 (across from BP & Conoco stations)
7. Northridge Industrial sign diagonally across from #6 location at Highways 305 and 11

11. **Median/Island** – Entire area in front of McDonalds on Decatur Pike

a.) Mow and trim all areas

Frequency: Per approved schedule

Price Per Cut: _____

12. **Eco Park** – George R. Price Blvd. (behind Denso)

Frequency: Per approved schedule

Price Per Cut: _____

13. **Redfern Drive Property**

Price Per Cut: _____

ATHENS CEMETERIES

14. **Sullins Cemetery**

a.) Mowing minimum 22 times/year

Frequency: Per approved schedule/As needed

Monthly Rate: _____

15. **Cedar Grove Cemetery**

a.) Mowing minimum 22 times/year

Frequency: Per approved schedule/As needed

Monthly Rate: _____

16. **Hammonds Cemetery**

a.) Mowing minimum 22 times/year

Frequency: Per approved schedule/As needed

Monthly Rate: _____

HOURLY RATE: An hourly mowing and weed eating rate is requested in the event the city has the need to mow properties on a non-recurring basis. In that event the city will work with the contractor to determine the price to mow those areas.

17. **Hourly Rate** for mowing one-time properties

Hourly Rate _____

ALL BIDS MUST BE SEALED, PROPERLY IDENTIFIED, AND RETURNED WITH THE "BID RETURN ADDRESS SHEET" (BID COMPLIANCE FORM INCLUDED IN THIS BID PACKAGE) TAPED TO THE OUTSIDE FRONT OF THE ENVELOPE/PACKAGE THAT YOU ARE SUBMITTING.

The City of Athens reserves the right to reject any and all bids or waive any informalities and to accept any proposal deemed to be in the best interest of the City.

COMPANY _____ DATE _____

BY _____ (Printed) _____ (Signature)

PHONE _____ FAX _____ EMAIL _____

CITY OF ATHENS
STANDARD INSURANCE REQUIREMENTS

1. Statutory Worker's Compensation Insurance

a. Employer's Liability:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

NOTE: WC coverage may be waived if the contractor is the sole proprietor only, with no employees, and can provide the City of Athens with an APPROVED I-5 form from the Department of Labor

2. Comprehensive General Liability Insurance

a. \$700,000 limit of liability per occurrence for bodily injury and property damage

b. Comprehensive form covering all owned, non-owned, and hired vehicles

3. Auto Liability Insurance

a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage

b. Comprehensive form covering all owned, non-owned, and hired vehicles

4. City of Athens (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies

5. The Cancellation provision should provide 30-day notice of cancellation

6. Certificate holder should read:

City of Athens
815 N. Jackson Street
Athens, TN 37303

7. Insurance company must have an A.M. Best Rating of A-6 or higher

8. Insurance company must be licensed to do business by the Tennessee Secretary of State

9. Insurance company must be authorized to do business in Tennessee by the Tennessee Insurance Department

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor)

I, _____, president or other principal officer of _____, swear or affirm that

NAME OF COMPANY

the company has a drug – free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

I have also reviewed the statement in this bid package of the City of Athens drug and alcohol testing program and affirm that I have a testing program for my employees that is at least as stringent as the City’s program.

President
Or
Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 20____.

Notary Public

My Commission expires: _____

FROM:

NAME/ADDRESS OF BIDDER

TO BE OPENED: DATE _____ TIME _____

BID/RFQ NO. _____ PROJECT _____

TO:

**CITY OF ATHENS
PURCHASING DEPARTMENT
815 N. Jackson Street
Athens, TN 37303**