City of Franklin, Tennessee Request for Price Quotes: Property mowing and related contract services

Purchasing Office Solicitation No.: 2015-002

1. Background and Objective:

   a. Background: The City of Franklin requires on a periodic basis the services of an independent contractor to provide grass mowing and related contract services.

   b. Objective: To identify a responsive and responsible independent contractor to provide property mowing and related contract services on a periodic basis for the specified term of award.

2. Submittal timing: Quotes shall be delivered by the submittal deadline. Quotes delivered at any time after the submittal deadline shall be rejected and not evaluated.

3. Quote submittal deadline. June 27, 2014, 2:00 p.m. Central Time

4. Delivery of quotes:

   a. Quotes are to be addressed and delivered to:

      City of Franklin Purchasing Office
      Franklin City Hall, Suite 107
      109 3rd Ave. South
      Franklin, TN 37064

   b. Quotes must be signed. Quotes may be mailed via U.S. Mail or shipped or hand-delivered via courier, or submitted to the City electronically (e.g., via e-mail to purchasing@franklintn.gov or fax to 615-550-0079).

   c. A quote is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A quote that is en route via U.S. Mail or courier, or delivery of a quote to another City office or location, does not in and of itself constitute delivery of that quote to the City of Franklin Purchasing Office.

   d. The Purchasing Office shall exclusively determine whether a quote was received by the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

5. Description of services to be rendered: Service provider shall, for the specified term of award, provide property mowing and related contract services at each of the specified jobsites. Such services would include (1) collecting and removing any litter, (2) mowing grass and weeds, (3) trimming as specified and (4) blow or otherwise clear clippings and leaves from paved surfaces. Any collected litter and/or bagged clippings shall be removed from the property and disposed of properly.

6. Term of award: The services to be rendered in accordance with this procurement are to be offered for the balance of the current mowing season.

7. Fee for services rendered:

   a. The fee for all services rendered shall be quoted by the service provider on a lump-sum-per-service-date basis for all jobsites.

   b. The quoted fee shall remain the same for the specified term of the award.

c. The quoted fee shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.

8. References: Service providers submitting responses to this Request for Price Quotes shall include with their submittal a list of at least three (3) references who are current clients that have used the service provider continuously since June 1, 2013 or before.

9. Cancelation. The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.

10. Selection Process. Quotes will be reviewed and evaluated by the City. Criteria to be used in evaluating the quotes will include pricing, perceived availability to complete work in a timely manner, reputation, references, and quality of prior work, if any, for the City of Franklin.

11. Measurements; plans and drawings. The service provider is responsible for making all measurements required to prepare a quote. No plans or drawings have been prepared by the City for this procurement.

12. Insurance requirements. Prior to award of the procurement by the City, the successful service provider (that is, the service provider who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	$1,000,000 Each Occurrence $1,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	$1,000,000 Bodily Injury Each Accident $1,000,000 Policy Limit Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or

services, then the successful proposer shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, then the successful proposer shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

13. Use of subcontractors. The work may be subcontracted but only with the prior consent of the City. Requirements for references and insurance shall be apply to any subcontractor.

14. Safe work area. The successful service provider will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the service provider and/or the service provider's subcontractors, if any.

15. Damages. The successful service provider shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

16. Standard Procurement Terms and Conditions. By submitting its quote, the service provider certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

17. Refusal to honor submittal. If and after an award is made by the City, if the service provider refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

18. Drug-free workplace. The City is requiring service providers for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the service provider operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

> The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion,

random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

19. Specifications:

a. The services shall be rendered at the following nine (9) jobsites all located within the corporate limits of Franklin, Tennessee:

i. 117 Ewingville Drive

ii. 119 Ewingville Drive

iii. 127 Ewingville Drive

iv. 124 Ewingville Drive

v. 1140 Thompson Alley

vi. 204 Old Liberty Pike

vii. 131 Daniels Drive

viii. Pond Area Open Space near Daniels Drive

ix. 846 Lewisburg Pike

b. Service provider shall provide the specified services for all nine (9) jobsites on the same date once every two weeks, or upon request of the City, for the specified term of the award.

c. Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.

d. Weather permitting, and except as otherwise requested by the City, services shall be rendered not sooner than 10 calendar days and not later than 18 calendar days following the most recent date of service delivery.

e. If services are requested by the City other than during the periodic schedule identified above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

f. Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be by telephone, fax or e-mail.

g. Services rendered are subject to inspection by the City, both during and following the date of service.

h. At each specified jobsite, service provider shall:

   i. Collect and remove litter from the jobsite.

   ii. Mow grass and weeds to a height in a range between three (3) and five (5) inches. Clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.

   iii. Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.

   iv. Blow or otherwise clear clippings and leaves from paved surfaces.

   v. Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court.

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Service provider: _____

Street address: _____

Mailing address (if different): _____

Contact: _____

Telephone: _____

E-mail: _____

Date of quote: _____

Does the vendor take any exceptions to this request for price quotes? (That is, is the vendor unwilling to comply with any of the terms, conditions and specifications referenced above?)

☐ Yes, vendor takes the following exceptions: _____.

☐ No, vendor takes no exceptions (that is, vendor is willing to comply with all of the terms, conditions and specifications referenced above).

Quoted lump-sum fee for all specified services per service date for all jobsites: $_____

Are City's standard payment terms (net 30 calendar days from date of service delivery or date of invoice, whichever is later) acceptable?

☐ Yes. ☐ No, service provider requests following payment terms: _____.

The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the service provider prefer?

☐ Direct deposit / ACH. ☐ Visa credit card.

Are three (3) references who are current clients that have used the service provider continuously since June 1, 2013 or before included with the quote?

☐ Yes, see enclosed.

☐ No, service provider does not have three (3) references who are current clients that have used the service provider continuously since June 1, 2013 or before.

Is the City's Affidavit of Drug-Free Workplace, executed in full, included with the quote?

☐ Yes, see enclosed.

☐ No, service provider employs less than five employees.

Signature of service provider's authorized representative:

I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the quote submitted herewith.

_____