

Purchasing Department  
1320 West Main Street Suite 202  
Franklin, Tennessee 37064-3700  
Phone (615) 472-4010  
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**WILLIAMSON COUNTY SCHOOLS  
RFP #1201  
OUTSOURCED LAWN CARE SERVICES**

Williamson County Schools (WCS) is accepting proposals for the School District's Outsourced Lawn Care Services. The proposer shall submit sealed proposals using the attached forms included in this document. Sealed proposal envelopes must be marked, "WCS RFP #1201 Outsourced Lawn Care Services". Proposers may include any related literature, brochures or written material in the proposal envelope. **Sealed proposals must be submitted by or before 2:30 p.m. on Thursday, March 26, 2020** at which time proposals will be publicly opened. Faxed proposals will not be accepted. Any proposals received after the specified opening time will not be accepted. Sealed proposal envelopes are stamped (date and time) by WCS to verify the authenticity of receipt. Proposal opening will be held at the WCS Central Office at the address below:

**Williamson County Board of Education  
1320 W. Main Street, Suite 202  
Franklin, TN 37064  
Attn: Purchasing Department**

**The following information must be printed on the Outside of the Sealed Proposal Envelopes**

- **WCS RFP #1201**
- **Outsourced Lawn Care Services**
- **Company Name and Address**
- **Date & Time of Proposal Opening**

**The following items must be included Inside the Sealed Proposal Envelopes.**

- **Completed Signed Proposal Form**
- **Completed Drug Free Affidavit**
- **Completed Criminal Background Check Affidavit**
- **Completed and**
- **5% Bid Bond**

A **mandatory pre-bid meeting** was held at the WCS Central Office, on **Thursday, March 5, at 10:00 am**. All potential proposers who had representatives in attendance are listed below. Proposals from other companies that are not on this list will Not be accepted.

- |                                   |  |                             |
|-----------------------------------|--|-----------------------------|
| • <b>CMC Lawn &amp; Landscape</b> | • <b>Holton Lawncare</b>                     | • <b>Gadco Lawncare LLC</b> |
| • <b>Thompson Landscape</b>       | • <b>Green Valley Lawn &amp; Landscaping</b> | • <b>ABM</b>                |
| • <b>Greenway Landscape</b>       | • <b>Acer Landscape Services</b>             |                             |
| • <b>D &amp; D Lawncare</b>       | • <b>Southbound Erosion</b>                  |                             |

Items that were discussed at the pre-bid meeting along with any other changes that were addressed have been included in this revised RFP.

NOTE: The awarded Lawn Care provider(s) MUST have and maintain an e-mail account with a valid e-mail address for communication between WCS and the awarded vendor(s).

The awarded Lawn Care provider MUST also have a mobile phone in which they can send and receive text messages on for use in the field. No bidder may withdraw his proposal within 60 days after the actual date of the opening.

This project is an RFP (Request for Proposal). After the RFP's are opened the lowest cost Contractor(s) will be established. The Williamson County Schools RFP Lawn Care Review & Evaluation Team will begin its due diligence on each proposal submitted.

The proposals will be graded and judged on how well the proposers followed directions, completed the forms, included all information as requested and the lowest prices of their services. This project is much more than just a cheap price. This is a true "service proposal" WCS is requesting high quality Lawn Care Services and is looking for experienced companies.

There are three zones that will be awarded from these proposals. The zones have been determined by WCS in close geographical areas. Zones may be smaller or larger depending on the school campuses that are in those areas. In addition, new schools being built inside of the established zones will be added at the same rate per acre if they are built and completed during the terms of these contracts. WCS has attempted to make all three zones similar in size in order to make bidding on them fair and consistent.

- > Awarded zones will be determined by WCS. Contractors are required to bid on all three zones in order to have their proposal accepted.
- > Proposers are **not** allowed to choose which zone they will be awarded.
- > WCS intends to award this RFP to (3) separate contractors.

An apparent low bidder will be chosen and WCS will provide a written (documented) recommendation of who the proposal(s) should be awarded to. WCS Purchasing will release the RFP tabulations noting the apparent low bidder(s) to all participants of the RFP. In approximately ten (10) consecutive calendar days after the tabulations are released WCS will issue a fully funded award PO to the lowest and best proposer(s) who have been selected by the WCS Review & Evaluation Committee. After the successful Contractors have received the Award Notice / Purchase Order, said contractors must provide to WCS the following items within (15) consecutive calendar days from the date of WCS award notice.

1. **PPLM BOND**: A Payment, Performance, Labor and Materials (PPLM) Bond in the amount of \$100,000. PPLM must be issued by a bonding company licensed to do business in the state of Tennessee and acceptable to the Owner. Bond is required of the successful bidder to guarantee faithful performance of work under the contract. The State of Tennessee now requires WCS to require a PPLM Bond for \$100,000 for every year of the contract. Each year, in April before the annual renewal time, your firm will be required to provide a new \$100,000 PPLM Bond to be in compliance for the upcoming year. See page 7 for details on a bonus for complying with this requirement at the beginning of each contract year.

\* In the event the successful Bidder to whom the contract is awarded fails to execute a satisfactory contract or PPLM bond and proof of insurance – then said bidder shall be eliminated and shall forfeit his 5% bid bond and be liable for any loss occasioned to the Owner because of such failure. In the unfortunate situation that the bid or performance bond is called, proposers / bidders will also be responsible for all related legal costs (including WCS costs).

2. **INSURANCE:** Contractor will obtain and maintain insurance to protect contractor and owner from claims which may arise out of or result from contractor's operations under the contract. Certificate of Liability with a minimum of \$2,000,000 listing WCS as additional insured must be provided.

## PROPOSAL PROJECT BIDDING TIMELINE

- Advertised in the Tennessean .....Saturday, Feb. 22, 2020
- Invitation to bid distributed to potential proposers.....Monday, Feb. 24, 2020
- MANDATORY Pre-bid at WCS Central Office ..Thursday, March 5, 2020 at 10:00 am
- All questions must be submitted on or before ..... Wednesday, March 11, at 3:00 pm
- Questions (if applicable) will be answered in the form of one Addendum  
on or before.....Friday, March 13, 2020 at 1:00 pm
- Bid Opening at WCS Central Office..... Thursday, March 26, 2020 at 2:30 pm
- Official Bid Tabulations released with intent to award after evaluations are completed and due diligence is finished which is estimated to be approximately  
around the date of Thursday, April 2, 2020.
- Award PO released to winning bidder(s) .....approximately 10 consecutive calendar days after Official Bid Tabulation is released with our intent to award statement approximately Monday, April 13, 2020.

## GENERAL CONDITIONS

### SECTION I

WCS anticipates the award of this bid to be on or around April 17, 2020. The contract period will commence Wednesday, July 1, 2020 thru June 30, 2021 with five (5) annual one-year renewals not to exceed a maximum period of six (6) total years total. Awarded contractor's must be 100% fully staffed with all resources (equipment & human resources) in place and fully functional on Wednesday, July 1, 2020. If necessary, a small transition period may be added to this year's contract in order to ensure a smooth transition before July 1. This may or may not be required depending on who is awarded which zone. WCS reserves the right to add this transition period if necessary. Details of the transition period will be discussed with the awarded proposers after they have been determined.

1. **IMPORTANT INFORMATION:** The Project will be awarded to the lowest and best (as determined by WCS) overall proposal for each location zone that most meets proposal specifications. In addition, WCS reserves the right to award proposal and intends to award this RFP to three vendors at its sole discretion. It is important to note however, that WCS will evaluate the proposal on the most responsive submitted proposals. The proposal(s) will be weighted and evaluated by WCS Staff Members who will perform their due diligence in completing the evaluation. The proposal will be awarded based on pricing which is the major determinant factor; however, cost of materials, experience and overall service are also important and shall play a large role in the award.
2. **THREE LOWEST PROPOSALS:** Our intent is to award this comprehensive RFP to the three (3) lowest, best overall, most responsive competitive proposer(s) as WCS has determined...Our desire is for the awarded vendors to provide comprehensive service for all lawn care needs in their zone of the district.

3. **ACCEPT OR REJECT PROPOSALS:** Williamson County Schools reserves the right to waive any formalities and accept or reject proposals, upon the evidence (or determined by WCS ) before or after the proposal opening, that a proposer is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice. All proposals are to be complete in every detail as required. Those that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected.
4. **FUNDING:** This RFP project is ultimately subject to funding as with all WCS RFP projects. **WCS is a tax-exempt organization:** Proposal cost must include any / all related sales and use tax...Although WCS is tax exempt – the Proposer(s) are responsible for any / all sales and use tax for the materials and or equipment.
5. **CODES, LAWS, REGULATIONS, PERMITS:** The awarded proposer shall be responsible to comply with any / all local, state and federal laws, regulations, codes, licensing, permits and other requirements if such exist regarding cleaning services described in this RFP.
6. **LICENSING:** The awarded contractors must provide their Tennessee business License Number and expiration date and a copy of the TN Charter / license for chemical applications.
7. **U. S. CITIZENS:** All proposers must ensure that employees are authorized to work in the U.S. and maintain such documentation as required by IRS, Federal and or State regulations or laws, including but not limited to properly executed I9's. Additionally, successful completion of a background check and a drug free affidavit is required for all employees providing services at WCS locations. Successful completion is hereby defined by the absence of a felony conviction.
8. **WAGES FOR EMPLOYEES:** Williamson County Schools encourages our partners to provide their employees at least a bare minimum living wage. Awarded Vendors must pay any / all full-time employees working 30 hours or more per week, on WCS property at least a minimum of \$12.00 per hour and part time employees working less than 30 hours per week, on WCS property at least a minimum of \$11.50 per hour.
9. **PAYROLL RECORDS:** The awarded vendor will make available to WCS legal access to their payroll and employment records for all employees working at our locations. WCS will provide an independent auditor to verify these records insuring all employees are U.S. Citizens and that every employee is making at least the minimum amount of wage that is required above. WCS benefits from these requirements when the vendors provide employees who are well trained, more responsible and have the ability to comprehend. Failure on the part of the vendor to comply with these requirements may result in the loss of the contract without penalty to WCS. If the awarded vendor fails to comply WCS will not be obligated to pay any additional contract amount. All of the awarded Vendors employees working on WCS property must be trained and shall be familiar with the concept and methods of cutting, weed eating, etc...
10. **REGIONS / GROUPS / ZONES OF WCS DISTRICT:** There are three separate mowing zones. Bidders must submit proposal prices for each zone...A Zone is identified as a geographic region. These regions have been defined by WCS as: East Zone, Central Zone & South & West Zone. The purpose of the RFP is to bid geographic regions to allow vendors to

gain synergies from shared human and lawn care resources when possible and to keep the groups close to the same size. Bidders may **NOT** bid on individual locations; bidders **MUST** bid on all locations and all zones. WCS will determine during the evaluation process which region is awarded to individual vendors. The WCS Purchasing Department will be sole decision maker in this process and shall make the choice that is in the best interest of the District.

11. **FAMILIAR OF LOCAL CONDITIONS:** The proposer must familiarize himself with the local conditions that effect the cost of the work, including the labor market and all requirements & services of the proposal documents.
12. **INCREASES OR DECREASES:** Throughout the term of the awarded contract WCS reserves the right to increase or decrease services to be purchased over the life of this agreement, and to reject any / or all proposals or any part of any proposal or to accept other than the proposal with the lowest cost, meeting all specifications ...to reiterate throughout the term of the awarded contract WCS reserves the right to “tweak” or make adjustments in locations or acreage – either up or down due to on-going changes at facilities, in budgets or operations. It is understood that a contract is not recognized between the successful bidder and Williamson County Schools until such time as Williamson County Schools signs the contract.
13. **THE USE OF A MANUFACTURERS NAME:** Use of any special brand, model or make in describing an item, or the use of detailed descriptive specifications pertinent thereto, does not restrict vendors to that manufacturer or specific article or such detailed descriptive specifications. This means or method being used is simply to indicate the character or quality of the article desired.
14. **SERVICES ON WHICH PROPOSALS ARE BASED:** The articles or services on which proposals are submitted should be of such character, quality and design that will serve the purpose for which it is intended. In addition, the articles or services must be equal in every aspect and suitable to the needs of WCS. Proposers are encouraged to propose and offer equipment supplies or service either: (A) Specified herein; or (B) Equal to or better in character, style and quality to items specified herein. WCS reserves the right, through the Purchasing Manager, to be the sole judge in such determinations. When no reference is made by the proposer to the make or grade proposed to be furnished it is understood that the specific article or services named in the RFP are to be furnished.
15. **VENDORS PERFORMANCE:** If at any time the primary awarded lawn care contractor fails to perform over the term of the agreement then: WCS shall have the right to invoke the payment and performance bond for the failed vendor and then reserves the right to negotiate with the next best bidder.
16. **CONTRACT TERMS:** Submitted proposals are to be valid for a minimum of 60 days or until awarded whichever comes first. For all awarded proposals, prices will remain in effect for 12 months from commencement of RFP opening. In addition, upon mutual agreement of both parties, pricing shall remain in effect for a period of five (5) additional one-year terms from the date of the original award but not to exceed a total of six (6) years.

17. **PRICE INCREASE:** At the anniversary date of the annual lawn care contract, WCS will consider a price increase each year if the awarded vendor has successfully met all expectations. WCS will attempt to provide this increase if allowable by budget. WCS reserves the right to cancel the contract or service with a written notice within 30 days. There will be no guarantee of a price increase this will be based on budgets and vendors performance. At no time shall the increase be over 1.5%.
18. **INVOICING / PAYMENTS:** Payments will be made within (15) days of the date vendor billing (invoice) is received and stamped as received by WCS Accounts Payable Department. All invoices must be reflective of the original RFP and vendors submitted proposal. WCS desires to pay from (1) **itemized invoice** which must include a WCS Purchase Order. WCS requires (1) detailed / itemized invoice per account per month, billed in arrears five days after the end of the month. Invoices must be reflective of the original proposal. WCS will not be responsible for any “added” expenses (that have not been authorized in writing by WCS Administration). Again – invoices must be received in WCS Accounts Payable Dept. during the **First 5 days** of each month for the full prior month’s service.
19. **ERRORS OR OMISSIONS:** The proposer will abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the intent and meaning of each aspect of the specifications.
20. **FUTURE NEW SCHOOLS OR ANCILLARY AREAS:** The lawn care services of future (unidentified) schools or ancillary sites will be added to the contract over the term at a cost equal to the rate WCS is paying for the zone when the school / other ancillary building is opened.
21. **EXCLUSIVE PROVIDER FOR THE AWARDED ZONE:** The awarded lawn care vendors will be the exclusive providers of mowing services for WCS. No sub-contracting shall be allowed without written consent from WCS.
22. **BALL FIELDS:** High School and Middle School Coaches will (in most cases) care for their own ball fields. For the purposes of this bid however, bidders are instructed to include all athletic fields. WCS has included the acreage for the ball fields within the total acres that the vendor will be compensated for. The awarded lawn care vendor will be paid to cut the fields *even if the school decides to do it themselves*. In other words, it is already included in the price, if the lawn care providers do not have to cut it, this will be to their advantage. If they are instructed to cut any ball field, it has already been added into their compensation for that school and will remain the same.
23. **CHEMICAL HERBICIDES:** The bid specifications will have a request occasionally for weed treatments by the use of chemical control. Therefore, all contractors must have the ability to obtain a chemical license for such purpose. Bidders must either have a valid Tennessee Charter/License to be an applicator of chemicals / herbicides or arrange for subcontracting to a licensed party. If subcontracted out permission must be obtained from WCS in writing before the work is done.
24. **SEVERE DROUGHT:** Severe drought situations may occur and do occasionally occur in Middle Tennessee. WCS may request that mowing services be suspended at such a time for a short period. This may be throughout the district or only at certain locations. We recognize

the difference between dry conditions and drought. It is not our desire that this situation cause financial hardship to the awarded vendors. We will therefore guarantee that the financial implications of such a situation would not exceed 30% of the total contract amount. Or conversely, WCS will be required to make payment equal to 70% of the total contract amount over the term regardless of drought complications.

25. **RENEWABLE PERFORMANCE BOND:** On April 1, of each year the awarded contractor will provide their PPLM bond for the next year contract. The amount of the PPLM bond will continue to be \$100,000. If the contractor fails to provide a PPLM for the next year then their current PPLM bond will be called. In other words, they must commit in April of every year (by providing their next year's PPLM) to finishing the remaining years of the contract. Each year as an added bonus for renewing the contract a one-time per year \$1,000 extra bonus will be paid in addition to their July invoice.
26. **ACREAGE:** The acreage quantities at each school are good faith estimates and approximations.
27. **AMENDMENTS TO THE CONTRACTS:** Any amendment or modification of the agreement must be made in writing by WCS...notwithstanding the actions of the parties to the contrary, no oral modification shall be effective and legally binding unless such modification has been reduced to writing by WCS.
28. **MUTUAL COOPERATION, ASSIGNMENTS:** Each party agrees to perform all acts and deliver all documents which are reasonably necessary to carry out its responsibilities under the agreement or to allow the other party to perform its responsibilities. The agreement is not assignable by either party without the prior written consent of the other party.
29. **INDEMNIFICATION/HOLD HARMLESS:** Awarded proposers shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents or employees.
30. **ALTERNATIVE DISPUTE RESOLUTION:** If any dispute arises out of or relates to the agreement or the breach thereof (other than actions alleging personal injury or amount payable to lenders hereunder) and if the dispute cannot be settled through negotiation, the parties shall in good faith attempt to resolve the matter through the use of mediation.
31. **TERMS AND CONDITIONS:** The terms, conditions and language of this RFP shall supersede and take precedence over any resulting contract / agreement and shall be binding unless mutually amended by WCS and the awarded proposer. Disputes or legal matters will be litigated in Williamson County or the Middle District of Tennessee. Issuance of the purchase order will be the award notice. The terms and conditions of the RFP and detailed purchase order shall constitute the entire agreement. WCS Purchasing Manager must approve any change to original RFP specifications.
32. **ATTORNEY'S FEES:** In any action brought in law or in equity based on this agreement, the prevailing party shall have its reasonable costs and attorney's fees paid by the non-prevailing party.

33. **NON-WAIVER:** No waiver of any default will be construed to be or constitute a waiver of any subsequent defaults.
34. **FORCE MAJEURE:** In the event the contractor's performance under the agreement is delayed in connection with any circumstance beyond the contractor's control including and without limitation, fire, floods, accidents, failure to secure materials from the usual sources of supply strikes, riots, and national emergencies, the time for performance of the contractor's performance shall be extended by the period of delay. In the event such delay exceeds 120 days, the contractor may elect to terminate this agreement and the Williamson County Board of Education shall pay to the contractor upon termination, in addition to any amounts otherwise due, the amount, if any.

### **GOALS OF THE OUTSOURCED LAWN CARE SERVICES PROPOSAL**

Williamson County Schools is seeking to outsource lawn mowing services of each (entire) school campus (**interior courtyards inclusive at each cutting where applicable**). For the purpose of this contract the initial WCS mowing season shall begin July 1, 2020 thru June 30, 2021. The successful proposer shall be required to furnish all equipment and supplies, including "Round-Up" or equivalent herbicide, (with the exception of fertilizer, seeds, sprays and living plants) necessary and required to maintain the individual school grounds in a neat and consistent appearance in conformity with the following specifications. WCS is requiring that all awarded lawn care vendor's have a valid e-mail address for easier communication.

#### **WCS CONTRACT ADMINISTRATORS and OFFICERS:**

The role, duties and responsibility of the Contract Officer are established through the Purchasing Department. The Contract Officer develops the lawn program scope, specifications of the RFP and the budget...Furthermore the Contract Officer awards the program and makes final decisions regarding any program modifications. The WCS Purchasing Manager is the Contract Officer.

The current WCS Contract Administrators are Mr. Robert Leslie and Mr. Eric Pajic. The role of the WCS Contract Administrator is crucial to the success of this program. They are in the field daily and will closely monitor the performance of the awarded lawn care contractors during the terms of the awarded contracts, communicate critical performance information back to the contract officer...The contract Administrators are the daily managing liaisons and facilitator between contractor and WCS. The Contract Administrator shall conduct the business of lawn care contract administration on a daily basis and work with all the awarded vendors management, vendors employees and the WCS Purchasing and Maintenance Department to quickly solve and diffuse any /all problems. The WCS contract administrator shall also handle complaints from WCS Staff and Principals and shall attempt to address the problems out in the field.

The contract Administrator will use reasonable and effective methods to solve the problems. If a problem arises, the contract administrator or (WCS Purchasing) will then advise the lawn care company and their supervisors of the problem. A solution will be determined and WCS will approve plans to make corrections. After the problem has been corrected the WCS Contract Administrator will go back and approve the corrections and monitor the situation carefully. All lawn care problems should be documented in writing and photos by both the awarded contractor and WCS. Issues or problems should be checked off as they are satisfactorily performed. Lawn Care contractors should document carefully any problems on campus, broken irrigation sprinkler heads, etc...so that the



Maintenance Department can have these fixed to prevent water loss and waste. If the lawn contractors are instructed to stop work or leave the school grounds for any reason by someone other than the WCS Contract Administrators or the Contract Officer, Purchasing Manager (or his designee) the lawn care workers must document (write down the person's name, date and time) who gave them this instruction and report this immediately to the WCS Contract Administrators or WCS Purchasing Department. The WCS Contract Administrators will conduct reviews of all work by all lawn care vendors and will keep records (photos) of both acceptable work and unacceptable work. Any unacceptable work will be addressed, and the lawn care vendors will be notified. If the problem is repeated or not corrected it will be noted and a deduction made on the monthly invoices. The minimum amount of deduction will be the contractor's unit price per acre, the maximum price will be determined by WCS Purchasing depending on the violation. WCS does not wish to be forced to make deducts but will certainly be forced to do so if the awarded lawn care vendor does not perform.

**SPECIFICATIONS AND INSTRUCTIONS**

**SECTION II**

Prior to proposal submission, bidders are required to visit each school site to determine the scope of this project. Each location (grounds and courtyards), will be mowed and trimmed for a total of 18 mowing's per location, per year:

**MOWING DATES 2020-2021 FISCAL YEAR**

1 <sup>st</sup>	7/1-7/15	10 <sup>TH</sup>	10/15-10/31
2 <sup>nd</sup>	7/16-7/31	11 <sup>TH</sup>	4/1-4/10
3 <sup>rd</sup>	8/1-8/10	12 <sup>TH</sup>	4/11-4/20
4 <sup>th</sup>	8/11-8/20	13 <sup>TH</sup>	4/21-4/30
5 <sup>th</sup>	8/21-8/31	14 <sup>TH</sup>	5/1-5/10
6 <sup>th</sup>	9/1-9/10	15 <sup>TH</sup>	5/11-5/20
7 <sup>th</sup>	9/11-9/20	16 <sup>TH</sup>	5/21-5/30
8 <sup>th</sup>	9/21-9/30	17 <sup>TH</sup>	6/15-6/14
9 <sup>th</sup>	10/1-10/14	18 <sup>TH</sup>	6/15-6/30

**The information below illustrates the typical – annual WCS mowing season consisting of 18 mowing's:**

April	3 mowing's	(every 10 days)
May	3 mowing's	(every 10 days)
June	2 mowing's	(every 15 days)
July	2 mowing's	(every 15 days)
Aug.	3 mowing's	(every 10 days) School starts during this time
Sept.	3 mowing's	(every 10 days)
Oct.	2 mowing's	(every 15 days)

18 Total Mowing's (subject to change at the discretion of WCS)

- 2.1 Contact Eric Pajic 615-533-2585 or Robert Leslie 615-533-2609 for property boundaries.
- 2.2 WCS reserves the right to cancel mowing at its own discretion as previously mentioned.
- 2.3 The contractor shall cut the grass on campus to a minimum of two (2) inches and a maximum of three (3) inches. All fence lines, trees, shrubs, flagpoles, outbuildings, sidewalks, driveways, playground equipment, and the areas around buildings shall be trimmed. **Sidewalks, driveways, and streets must be cleared of dirt and grass clippings.**

- 2.4. Contractors must have a valid state of Tennessee Driver's license, and/or local business license.
- 2.5 Any damages to buildings (i.e. broken glass/windows, damaged cars) must be repaired by the awarded contractor before payment will be issued.
- 2.6 All debris to include paper, glass, sticks, cans, rocks, and other types of litter shall be picked up and placed in trash receptacles prior to mowing...to the extent such debris reasonably obstructs the mowing process. Under no circumstances should debris be mowed over resulting in shredded or more unsightly debris.
- 2.7 If debris is a recurring problem at a school the awarded vendor must report the issue including the Date and Time of day to the Contract Administrator's, Robert Leslie or Eric Pajic. The contract Administrators will then rectify with the respective school principal.
- 2.8 All work performed with a mower (riding or push), string trimmers or other lawn maintenance machine must be done at a safe distance from any student, teacher or other persons.
- 2.9 The Contractor shall reasonably remove weeds and vegetation growing next to a building through concrete and/or asphalt. This can be performed with a weed eater or pruners.
- 2.10 The Contractor will kill or remove grass or weeds and vegetation growing through asphalt in the driveways and parking lots. If less than two (2) inches tall, they will be sprayed with "Round-Up" or equivalent.
- 2.11 The Contractor will remove all grass and weeds growing over curbs using a weed eater or edger quality weed eating is required, no gouging, or scalping.
- 2.12 Contractor is responsible for courtyards (when applicable) Contract Administrators will show new vendors and address any other hidden areas that should be mowed i.e. BHS, CRES.
- 2.13 Bidders must verify two (2) years of previous experience in lawn care for schools or in a commercial environment. Contractor must provide three (2) references with contacts of previous work experience in a school or commercial environment.
- 2.14 Contractor to verify as part of the RFP documents:
- 1) number of employees
  - 2) number of pieces of equipment owned by the contractor
  - 3) type of equipment owned by the contractor
- 2.15 Mowing and related services may only take place at all WCS locations during the following times:
- |                   |                   |
|-------------------|-------------------|
| Sunday            | 1:00 pm – 8:00 pm |
| Monday - Saturday | 6:00 am – 8:00 pm |
- The awarded Vendors must abide by the parameters of this time frame. No exceptions.
- 2.16 **SAFETY REQUIREMENTS:** All applications, material handling and associated equipment shall conform to and be operated in conformance with OSHA safety requirements. The Proposer / Bidder is directed to comply with Federal, State, Municipal, and WCS fire and safety requirements. The Proposer / Bidder shall advise the WCS Contracted Services Supervisor Mr. Robert Leslie or Eric Pajic, whenever work is expected to be hazardous to the owner's employees and/or operations. The Proposer / Bidder shall confirm possible hazardous material

presence with WCS Contracted Services prior to work on any project. Avoid mowing around children or WCS staff or volunteers...when mowing create a safe distance between WCS children, staff or volunteers (general public).

- 2.17 **NO MOW DATES:** In the past regarding school testing, it is the desire of some principals to limit, prevent or suspend mowing during school test and extended extra school recess times...Under this plan the proponents wish to prevent lawn service from occurring between 7:00 am thru approximately 3:00 pm Monday – Friday during several days (approximately 18) in the months of April and May. The WCS Contract Administrators will have a schedule for these events to provide the lawn care companies when they become available. WCS acknowledges that this creates a difficult dilemma at times for our awarded lawn contractors. Note: Some adjustments in scheduling are expected. WCS Purchasing will devise a reasonable fee to compensate lawn contractor – if schedules are adversely interrupted to help offset the inconvenience. Note, this is a rare situation and Contractor should work with the WCS Contract Administrator to plan in advance to avoid mowing during testing. This section specifically applies only to testing dates or special recess field days. This extra fee (if any) excludes and does not apply to inclement weather days or unapproved days at the school.

### SECTION III

### MISCELLANEOUS

- 3.1 The Contractor will only perform additional services that are not included in this contract if requested by the WCS Contract Administrator or Purchasing Officer. Any additional services will be pursuant to an additional WCS purchase order and must be billed separately. Such additional services will be billed based upon the bid submission cost at the rate per acre per mowing.
- 3.2 The Contractor employees shall wear appropriate uniforms, and clothing at all times while on WCS property. The use of curse words or foul language around staff and children is prohibited. Any vendor's employee whose work habits and/or conducts are deemed objectionable shall be removed from the work force upon request of the authorized Williamson County Schools' representative. Williamson County Schools maintains a strict sexual harassment policy. Contractor **shall not** utilize subcontractors to provide lawn care services **without prior** written approval of WCS.
- 3.3 Williamson County Schools' security requires that the awarded vendor provide to the WCS Contract Administer a list of all personnel hired by name, social security number, and date of birth, sex, race and address. The contractor shall have a background check for all employees prior to employment. Additionally, each employee shall be informed of the following:
1. The contractor shall be responsible for safeguarding against loss, theft or damage of all Williamson County School system property, materials, equipment and accessories, which might be exposed to the contractor's personnel.
  2. Guns, knives or other dangerous weapons shall not be allowed on campus.
  3. Alcohol and drugs are prohibited on the campus.
  4. Smoking or any use of tobacco, vaping or smokeless or otherwise is not allowed on any school property or operations building property.
  5. Lawn Care workers Smart Phones are to be used only for work purposes, no photos of WCS students or staff are permitted, texting or conversations of lawn care employees to students is prohibited.

**PROPOSAL COVER SHEET  
PAGE ONE  
WILLIAMSON COUNTY SCHOOLS  
RFP #1201  
OUTSOURCED LAWN CARE SERVICES**

I, \_\_\_\_\_ (print name) \_\_\_\_\_ (title)  
verify that I have carefully read the specifications, terms, conditions and instructions contained within this document and that I understand, acknowledge and agree to all the language set forth in this document. I recognize, by signing this document and submitting my proposal in a sealed envelope with Williamson County Schools, that as the proposer I am fully acknowledging and accept the language contained within this RFP document.

**Notice to Proposer** – *If you find any of the language, terms, conditions or specifications unacceptable – then please do not bid or submit a proposal package for this project.*

**Signature:** \_\_\_\_\_

COMPANY NAME : \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

*Note: The 5% bid bond included with ALL proposers sealed envelopes should be based on the total annual amount for the Central Zone only. Rather than provide a bid bond using the total from all zones (which would cost the proposer more money to provide) each proposer can use the amount from their annual cost of the Central Zone only. \*Regardless of which zone a contractor is awarded, the 5% based on the central zone will be used as their bid bond amount on the north & east and south & west zones.*

**A – Total Annual Bid Cost for the North & East Zone..... \$ \_\_\_\_\_**

**Average rate per acre per mowing \$ \_\_\_\_\_** (the sum of the per mowing amount for all East locations divided by total acres for East)... This Unit Cost will be used to calculate future mowing's for additional services and adjustments to contract.

**B – Total Annual Bid Cost for South & West Zone. .... \$ \_\_\_\_\_**

**Average rate per acre per mowing \$ \_\_\_\_\_** (the sum of the per mowing amount for all West locations divided by total acres for West) – this amount will be used to calculate future mowing's for additional services and adjustments to contract.

**C - Total Annual Bid Cost for Central Zone..... \$ \_\_\_\_\_**

**Average rate per acre per mowing \$ \_\_\_\_\_** (the sum of the per mowing amount for all Central locations divided by total acres for **Central**) – this amount will be used to calculate future mowing's for additional services and adjustments to contract.

**RFP #1201 OUTSOURCED LAWN CARE SERVICES  
COVER SHEET  
PAGE 2**

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**D - Ancillary Services:** Hourly rate that includes labor & materials (if needed) for additional services beyond normal duties which may be requested by WCS at any school in the north or south locations:

- Snow Removal** - removing snow and ice from driveways, parking lots and sidewalks  
**Per hour rate:** \$ \_\_\_\_\_
- Fence Rows** - cleaning out saplings, weeds, tall grass, debris and removing old posts  
**Per hour rate:** \$ \_\_\_\_\_
- Removal of dead trees** – cutting down and removing old trees, limbs and debris  
**Per hour rate:** \$ \_\_\_\_\_
- Irrigation relocation & repair** – repairing irrigation lines or moving lines  
**Per hour rate:** \$ \_\_\_\_\_
- Football field renovations** – smoothing and leveling field and sowing seed  
**Per hour rate:** \$ \_\_\_\_\_
- Mulching**-and removal of debris  
**Per hour rate:** \$ \_\_\_\_\_
- Trimming shrubs or bushes, and removal of debris**  
**Per hour rate:** \$ \_\_\_\_\_
- Weeding** – Removal of weeds (by hand or tools)  
**Per hour rate:** \$ \_\_\_\_\_
- Bush hogging** – cutting vacant or additional lots owned by WCS on occasion as needed  
**Rate per Acre:** \$ \_\_\_\_\_

**REFERENCES: Per specifications in bid (including contact information & phone number):**

- 1) \_\_\_\_\_ Contact \_\_\_\_\_
- 2) \_\_\_\_\_ Contact \_\_\_\_\_

**Verify two years of previous experience in lawn care for schools or in a commercial environment:**

- 1) \_\_\_\_\_ Contact \_\_\_\_\_
- 2) \_\_\_\_\_ Contact \_\_\_\_\_

**Number of Company Employees** \_\_\_\_\_

**Pieces of company equipment owned by the contractor** \_\_\_\_\_

**Types of equipment owned by contractor (that will be used at WCS properties) list below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposer may use additional sheets if necessary**

**ADDITIONAL COMMENTS:**

**RFP #1201 OUTSOURCED LAWCARE  
COVER SHEET  
PAGE 3**

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**CENTRAL ZONE  
BID PRICE SCHEDULE**

School Name/Departments	Net Acreage	Cost Per Acre	Bid Amount Per Mowing	Number of Mowing's Throughout the year	Annual Cost
Brentwood High School	24			18	
Brentwood Middle School	26			18	
Centennial High School	34			18	
Franklin High School	21			18	
Franklin High Annex	10			18	
Grassland Elementary School	25			18	
Grassland Middle School	31			18	
Hunters Bend Elementary School	20			18	
**Legacy Middle School	10			16	
Oak View Elementary School	20			18	
Pearre Creek Elementary School	11			18	
*Renaissance High School	6			18	
Scales Elementary School	25			18	
Walnut Grove Elementary School	19			18	
Winstead Elementary School	20			18	
Maintenance & Transportation Bldgs.	5			18	
	307				
					<b>TOTAL ANNUAL COSTS CENTRAL</b>

**Acreage Unit Cost calculated from the  
Bid information submitted above: \$ \_\_\_\_\_ rate per acre per mowing**

\* The actual acreage at Renaissance HS is approximately 3 acres; however, the campus has many trees, bushes, shrubs, etc...Thus the mowing acreage has been adjusted to 6 acres to reflect the additional effort required to maintain property.

\*\*Legacy Middle School will not be serviced until August of 2021

**RFP #1201 OUTSOURCED LAWCARE  
COVER SHEET  
PAGE 4**

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**NORTH AND EAST ZONE  
BID PRICE SCHEDULE**

School Name/Departments	Net Acreage	Bid \$ Amount Per Mowing	Number of Mowing's throughout the year	Annual Cost
Clovercroft Elementary	16		18	
Crockett Elementary	20		18	
Creekside Elementary	12		18	
Edmondson Elementary	20		18	
Jordan Elementary	11		18	
Kenrose Elementary	20		18	
Lipscomb Elementary	26		18	
Mill Creek Elementary	10		18	
Mill Creek Middle	10		18	
Nolensville High	46		18	
Nolensville Elementary	10		18	
Page High School	38		18	
Page Middle School	25		18	
Ravenwood High	68		18	
Sunset Elementary	25		18	
Sunset Middle	25		18	
Trinity Elementary School	21		18	
Woodland Middle	18		18	
	<b>421</b>		<b>TOTAL ANNUAL COSTS - North &amp; East</b>	

**Acreage Unit Cost calculated from the  
Bid information submitted above: \$ \_\_\_\_\_ rate per acre per mowing**

**RFP #1201 OUTSOURCED LAWN CARE  
COVER SHEET  
PAGE 5**

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**SOUTH & WEST ZONE**

**BID PRICE SCHEDULE**

School Name/Departments	Net Acreage	Bid \$ Amount Per Mowing	Number of Mowing's Throughout the Year	Annual Cost
Allendale Elementary	21		18	
Bethesda Elementary	22		18	
Chapman's Retreat Elementary	15		18	
College Grove	16		18	
Fairview Elementary School	11		18	
Fairview High School	34		18	
Fairview Middle School	10		18	
Pinewood Campus Office	10		18	
Heritage Elementary School	33		18	
Heritage Middle School	45		18	
Hillsboro Elem/Middle	37		18	
Independence High School	51		18	
Longview Elementary	14		18	
Spring Station Middle	32		18	
Summit High School	48		18	
Thompson Station Elementary	16		18	
Thompson Station Middle School	16		18	
Westwood Elementary School	22		18	
	<b>453</b>		<b>TOTAL ANNUAL SOUTH &amp; WEST</b>	

**Acreage Unit Cost calculated from the  
Bid information submitted above: \$ \_\_\_\_\_ rate per acre per mowing**

**NOTE:** It is the desire and intent of WCS to contract with three separate contractors through this competitive bid process. If one or two contractors emerge as the lowest bidder – then WCS shall reserve the right to negotiate with the next best bidder(s) in order to achieve our goal of three awarded contractors.



**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as *follows*:

1. The under signed 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. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts 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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Williamson County government to provide construction services, hereby states under oath as follows:

1. The under signed 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. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts 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 forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereafter 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. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

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 he/she is the \_\_\_\_\_ of \_\_\_\_\_ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public

**My commission expires:** \_\_\_\_\_

## CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

### **Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

### **CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date