



Sandra Sloan
Assistant Procurement Manager, Schools

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October 17, 2021

PROJECT: Landscape Maintenance Services, Kingsport City Schools

Dear Prospective Bidder,

You are invited to submit a sealed price proposal for the above project. A copy of the Invitation to Bid, Bid Proposal, Compliance Affidavits Form and Envelope Cover are attached. Please ensure the bid and Affidavits Form are signed and that the Affidavits Form is notarized. Include these documents with your sealed bid. A bid bond is required. Proposals must be submitted on the forms provided.

If there are any questions, please call me at (423) 378-2134.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Sloan".

Sandra Sloan
Assistant Procurement Manager, Schools

Attachments

Inspire. Cultivate. Impact

Facebook: KptSchools Instagram: KCS_District Twitter: @KCS_District

WWW.K12K.COM

INVITATION TO BID

Sealed bids for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, December 15, 2021, and at that time publicly opened in Conference Room 436, 4th Floor, City Hall, 415 Broad Street, Kingsport, Tennessee. All bids will be considered for award or rejection at a later date.

PROJECT: Landscape Maintenance Services, Kingsport City Schools

A Pre-Bid Conference will be held in Conference Room 436, 4th Floor, City Hall, 415 Broad Street, Kingsport, Tennessee at 9:00 A.M., Eastern Time, December 1, 2021.

A bid bond or certified check in an amount equal to five percent (5%) of the total of the bid is required. Certified checks should be made payable to City Treasurer, City of Kingsport. The successful bidder will be required to execute acceptable Performance and Payment Bonds in an amount equal to one hundred (100%) percent of the contract price.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1994 (TCA Title 62, Chapter 6). No bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid; the Geothermal, HVAC, Masonry, Plumbing, Mechanical and Electrical subcontractor's license number, each date of the license expiration and that part of each classification applying to the bid if the value of work is \$25,000 or greater; (\$100,000.00 or greater for Masonry) if value of the subcontractor's work is less than \$25,000, (\$100,000.00 for Masonry), the bid envelope is to be indicated with the phrase "Subcontractor's bid is less than \$25,000" (\$100,000.00 for Masonry) after each appropriate heading. If no Subcontractor's are being used, the outside of the envelope must state, "No Subcontractors are being used on this project".

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.

No submitted bids may be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of bids. All bids shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 415 Broad Street, Kingsport, TN 37660, and marked "Landscape Maintenance Services, Schools" The City by its governing regulations reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB IT: 10/17/2021

Chris McCartt
City Manager

I propose to commence in accordance with the agreement terms and complete the work as specified by the City.

LIQUIDATED DAMAGES

N/A

My Terms are AS PER BID DOCUMENT.

The bidder hereby agrees that the Board of Mayor and Aldermen have the right to reject any and all bids received and to waive any informalities.

Certified check or bid bond is herewith deposited with the City Treasurer, in the sum of 5% of the total bid amount, made payable to the order of City Treasurer of the City of Kingsport, Tennessee, with the understanding that if the bid herewith submitted is rejected, the said check will be returned to the bidder; and if the said bid is accepted by the City of Kingsport, check will be returned to the bidder upon the execution and securing of a contract to do the said work. If awarded the contract to this work, and the bidder refuses or neglects to execute a written contract to do the same and furnish security in the amount required within ten days after being notified that the contract has been awarded to him the certified check shall be forfeited to the City as liquidated damages for such neglect or refusal, and the amount so collected shall be paid into the fund set aside for the City's portion of the cost of the proposed improvement.

The successful contractor shall provide for workers' compensation, comprehensive general liability, and auto insurance on coverage forms and in amounts acceptable to the City. Those policies shall name, defend, indemnify and hold harmless the City of Kingsport from any and all claims and suits for injury to persons or property arising out of the performance of the contract caused in any way by the acts or omissions of the contractor or the contractor's agents, employees, or subcontractor during or in connection with the contract work, excepting bodily injury or death or property damage caused by the sole negligence of the owner, its agents or employees.

We have read and acknowledge the requirements of owner's liability insurance to save and defend the City harmless.

We acknowledge receipt of _____ addendum(s) to this project.

BID TO BE SUBMITTED IN DUPLICATE

HANDWRITTEN Signature of Authorized
Representative

FIRM

Date

Tennessee Contractor's License Number

BID MUST BE SIGNED TO BE CONSIDERED

BID FORM

FULL LANDSCAPE MAINTENANCE SERVICES

TO: OWNER: City of Kingsport for its Kingsport City Schools
 ADDRESS: Procurement Manager
 City of Kingsport
 415 Broad Street
 Kingsport, TN 37660

FROM:
BIDDER: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

TELEPHONE: _____

LICENSE NO: _____

LICENSE EXPIRATION DATE: _____

THE ABOVE STATED BIDDER IS:

_____AN INDIVIDUAL

_____A CORPORATION

_____A PARTNERSHIP

_____A JOINT VENTURE CONSISTING OF:

AND IS LICENSED TO DO BUSINESS IN THE STATE OF TENNESSEE FOR THE WORK SPECIFIED.

1. Having examined the specifications and any addenda prepared by the City of Kingsport entitled "Landscape Maintenance Services, Kingsport City Schools", having visited the sites of the proposed work and being completely familiar with the local conditions affecting the cost of the work .
2. I, (We) propose to execute the portion of the work identified as "Base Bid" for the stipulated sum of:
(sums shall be in written and numerical form)

Lump Sum Base Bid _____

_____DOLLARS. (\$_____).

3. The undersigned agrees to perform ALL the work described by the "Specifications".
4. The undersigned agrees to commence in accordance with the agreement terms.
5. The undersigned agrees that this bid shall be good and may not be withdrawn for a period of (60) sixty calendar days after the scheduled closing time for receiving bids
6. The undersigned upon receipt of written notice of the acceptance of this bid, agrees to deliver, to the owner or his agent, the architect, the required performance bond, labor and material payment bond and certificate of insurance in accordance with the specifications. A 5% bid bond will be required.
7. The undersigned hereby acknowledges the receipt of:

ADDENDA NO.

DATE

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officers/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by the City of Kingsport, Tennessee, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or the Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name and relationship of the employee or member of the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education member

6. Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of the City of Kingsport, including the Kingsport City School System or serve on the Kingsport Board of Mayor and Aldermen or Kingsport Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent

circumstances respecting such offer.

10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.

13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements. The undersigned also declares under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

SIGNED

BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

BID ENVELOPE COVER

THIS FORM IS TO BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID

PART 1

ALL BIDDERS MUST COMPLETE THIS SECTION

Project Name: _____

Project Opening Date & Time: _____

Contractor's Licensed Name: _____

Contractor's Address: _____

Contractor's License Number: _____

Contractor's License Expiration Date: _____

Contractor's License Classification: _____

PART 2 - SUBCONTRACTORS

ALL BIDDERS MUST COMPLETE THIS SECTION. IF SUBCONTRACTOR'S BID AMOUNT IS \$25,000 OR MORE FOR (1) ELECTRICAL, (2) PLUMBING, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL, (5) ROOFING OR \$100,000 OR MORE FOR (6) MASONRY. IF THAT PORTION OF THE BID IS LESS THAN \$25,000 FOR ELECTRICAL, PLUMBING, HVAC, GEOTHERMAL, OR ROOFING ENTER "NONE" OR N/A IN THE NAME SPACE FOR THOSE CATEGORIES BELOW. IF THAT PORTION OF THE BID IS LESS THAN \$100,000 FOR MASONRY ENTER "NONE" OR N/A IN THE NAME SPACE FOR THAT CATEGORY BELOW.

1) Electrical

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

4) Geothermal

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

2) Plumbing

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

5) Roofing

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

3) HVAC

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

6) Masonry

Name: _____

License Number: _____

License Expiration Date: _____

Classification: _____

Full Landscape Maintenance Services

2022 Specifications

Statement of Intent

The Landscape Maintenance Contractor shall anticipate that the City of Kingsport for its Kingsport City Schools expects the landscape maintenance at all schools to be of the highest quality possible and shall be professionally managed, executed, and performed by experienced personnel.

Scope of Work – All Areas

The contractor shall provide all materials, equipment, and labor required to perform all tasks identified within these specifications. The contractor shall replace or repair, at the contractor's expense, any plants or turf as a result of the contractor's direct actions or failure to act to maintain the areas as expected and spelled out in these bid specifications. The contractor shall provide the designated school personnel with a means of immediate communication regarding emergencies or any other issue that may arise.

Locations

Work shall be done at all Kingsport City Schools found in Attachment A.

Scope of Work for Landscaping Areas

The Landscape Contractor is expected to perform the described work a minimum of **every two weeks** during the growing season except for the required Spring and Fall clean-ups to be done once a year.

A. Weed Control

1. At each visit hand-pull or spray any visible weeds from landscaped bed areas. In addition, the tops of any weeds over 6 inches in height must also be physically removed as not to cause an unsightly appearance.
2. Any visible weeds growth along the curb line, sidewalks, roads, or parking area (if present and in contact with the landscaped bed) must be removed or sprayed as not to cause an unsightly appearance.
3. Care must be taken to ensure no damage to the surrounding trees, shrubs, groundcover, perennials or turf occurs during any maintenance efforts.

B. Herbicide and Pesticide Applications

1. All herbicide and pesticide applications must be performed by a company Chartered by the Tennessee Department of Agriculture.
2. All herbicides and pesticides (restricted and/or non-restricted) shall only be applied by a Tennessee Department of Agriculture Certified Applicator.

3. All herbicide and pesticide applications must be in strict accordance with the manufacturer's recommendations as well as all Local, State and Federal regulations.
 4. Weather conditions must be conducive for all pesticide applications.
 5. All pesticide and herbicide applications must be documented in writing and submitted to the appropriate school personnel on a monthly basis and shall contain at minimum the following information:
 - a. Application date(s)
 - b. Application site(s)
 - c. Applicator(s) name
 - d. Target pest(s)
 - e. Object(s) treated
 - f. Pesticide(s) used
 - g. Total use dilution volume
 - h. Application rate(s)
 - i. Dilution percentage/rate(s)
 6. The contractor is responsible for any chemical damage or existing landscape plants and may be required to replace them at their expense if so deemed by the designated school personnel.
- C. Tree, Shrub, Ornamental Grasses, Groundcover, and Perennial Care
1. Trees
 - a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the designated school personnel of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
 - b. At each visit remove all sucker growth from tree trunks. Pruning cuts shall be made in an appropriate manner as not to further damage the trees.
 - c. Notify designated school personnel of any dead, dying, or major damage in the trees. The entire tree is only to be removed upon direction by the designated school personnel.
 - d. All trees must be maintained in a stable upright position by means acceptable to the designated school personnel.

2. Shrubs

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the appropriate school personnel of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken branches.
- c. Notify designated school personnel of any dead, dying, or major damage. The entire shrub is only to be removed upon request.
- d. Periodically, but only as necessary, some shrubs may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the designated school representative.

3. Ornamental Grasses

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the designated school representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken blades.
- c. Notify designated school representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.
- d. Periodically, but only as necessary, the ornamental Grass may require a hard pruning to achieve adequate vehicular line-of-sight for traffic or signs. However, this shall be done only upon direction of the designated school representative.

4. Groundcover

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the designated school representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken growth.
- c. Notify designated school representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.

5. Perennials

- a. At each visit inspect for any signs of pests, diseases, or other issues, notifying the designated school representative of any major findings. Implement appropriate control measures including physical removal or chemical controls as needed.
- b. At each visit prune away any wayward, dead, or broken growth.

- c. Notify designated school representative of any dead, dying, or major damage. The entire plant is only to be removed upon request.

D. Mulch

- 1. Landscaped beds shall only be mulched with a clean, fresh layer of **shredded pine bark mulch**. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
- 2. All mulched beds must be maintained at a depth of **no less than two (2) inches** and no greater than four (4) inches.
- 3. Care must be taken to prevent contact with the trunks of any trees.
- 4. At times the Landscape Maintenance Contractor may need to re-edge and reapply mulch to the beds if there are any issues of mulch washing out of the bed area.
- 5. All trees under 1 foot in diameter will also need to be mulched in these areas even if in turf areas.

E. Spring Clean-up (Between date the contract is awarded to April 15, 2022)

1. Edging

- a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
- b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.

2. Mulching

- a. **Shredded Pine Bark Mulch** shall be applied. Once applied, all beds must have a mulch depth of no less than (2) inches and no greater than four (4) inches
- b. Mulch shall be applied as to appear to be level and of a consistent layer over the entire bed.
- c. Care must be taken to prevent contact with the trunks of any trees.

3. Fertilization

- a. All plant material shall be fertilized with a low nitrogen, slow release product agreed upon by the Landscape Contractor and the designated school representative.
- b. Fertilizer applications must be fully documented and submitted to the designated school representative as to type, rate of application and total amount used.

4. Pruning
 - a. General - All plant material shall be properly pruned to promote **a natural look**, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
 - b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. It should also ensure that all roadway signage remains visible to traffic. At no time shall any tree be topped. Crepe Myrtles (if present) may require the removal of seed heads and/or crown reduction to promote flowering.
 - c. Shrubs – Any Spring flowering shrubs shall be pruned, but at a date after the blooms are spent.
 - d. Ornamental Grasses – Removal of all seed heads as well as removal of last year's growth to just above the base of the plant
 - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
 - f. Perennials – To include any spent seed heads and any of last year's spent growth.
5. Leaf Collection
 - a. Collect and remove any previous leaf debris accumulation from all landscape bed areas prior to mulching.
- F. Fall Clean-up (To be performed once between November 1, 2022 and December 1, 2022)
 1. Edging
 - a. Edge all landscape beds along all vertical curbs and along any existing sidewalks to prevent run off of mulch
 - b. Edge all landscape beds that are in contact with a turf area to define bed, prevent wash-out, and to make a smooth mowing line for turf management.
 2. Mulching
 - a. No Fall Mulching shall be required as long as two (2) inches of depth was maintained.
 3. Fertilization
 - a. No Fall Fertilization shall be required

4. Pruning

- a. General - All plant material shall be properly pruned to promote a natural look, remove any unwanted growth, and to remove any wayward, dead, or damaged branches. Proper pruning cuts shall be made as to avoid damaging the plant, promote healing, and develop proper structure.
 - b. Trees – Trees shall be pruned as needed such that no branches/limbs interfere with proper use of sidewalks, parking areas and roadways. Contractor should also ensure that that all roadway signage remains visible to traffic. At no time shall any tree be topped.
 - c. Shrubs - Prune away any wayward, dead, or broken branches. No major pruning should occur on shrubs that have set bloom for the following season.
 - d. Ornamental Grasses – Prune away any wayward, dead, or broken blades
 - e. Groundcover – May include removal of any growth over curb line, growth outside of bed, or sidewalk
 - f. Perennials – To include any spent seed heads and any of last year's spent growth.
5. Leaf Collection – After all leaves have fallen, rake or blow **and collect** leaf debris accumulation from all landscape bed areas.

School	Address	Property Acreage
Dobyns-Bennett High School	1 Tribe Way Kingsport TN 37664	55 acres
Sullivan North High School (Future Sevier MS)	2533 North John B. Dennis Highway Kingsport TN 37660	65 acres
Cora Cox Academy & School Maintenance Shop	520 Myrtle Street Kingsport TN 37660	5 acres
John Sevier Middle School (Future Jackson ES)	1200 Wateree Street Kingsport TN 37660	10 acres
Ross N. Robinson Middle School	1517 Jessee Street Kingsport TN 37664	16.5 acres
John Adams Elementary School	2727 Edinburgh Channel Road Kingsport TN 37664	12.5 acres
Andrew Jackson Elementary School	600 Jackson Street Kingsport TN 37660	7 acres
Thomas Jefferson Elementary School	2216 Westmoreland Avenue Kingsport TN 37664	10 acres
Andrew Johnson Elementary School	1001 Ormond Drive Kingsport TN 37664	16.5 acres
John F. Kennedy Elementary School	1500 Woodland Avenue Kingsport TN 37665	5 acres
Abraham Lincoln Elementary School	1000 Summer Street Kingsport TN 37664	8 acres
Theodore Roosevelt Elementary School	1051 Lake Street Kingsport TN 37660	7 acres
George Washington Elementary School	1100 Bellingham Drive Kingsport TN 37660	16 acres
Palmer Early Childhood Learning Center	1609 Fort Henry Drive Kingsport TN 37664	2.5 acres