

## NOTICE TO BIDDERS

Sealed bids, subject to the conditions contained herein, will be accepted by the Warren County Financial Management Committee at the Warren County Administrative Building, Office of the Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee, 37110, up to but no later than 2:00 PM Central Time on Monday, July 29, 2024 and then publicly opened and read for Athletic Fields Maintenance for the Warren County School System.

No bids may be sent via e-mail or fax. **Bidders shall enclose two (2) copies of the bid and note the bid submitted (i.e. WC Schools Athletic Fields Maintenance Bid) on the outside of any shipping envelope (FedEx, UPS, etc.) if the bid envelope is contained inside.**

For bid specifications or more information regarding bids, please contact David Northcutt, Maintenance Supervisor, at (931)-668-1246 ext. 12004, or by email at northcuttd@warrenschoools.com. Copies of this bid are on file and may be obtained at the Warren County School's Administrative Offices or by accessing the website at [www.warrenschoools.com](http://www.warrenschoools.com) or [www.warrencountytn.gov](http://www.warrencountytn.gov) and clicking the link for current bids.

Employees of the selected contractor must have a sexual predator background check performed prior to entering any Warren County school grounds as per Tennessee Code Annotated Section 49-5-413.

The Warren County Financial Management Committee reserves the right to accept or reject any or all bids, to accept or reject any item thereon, to waive any irregularities in the bid or bidding and/or to abandon or postpone this project without any obligation to bidders. The Warren County Financial Management Committee will act as sole judge of the merit and qualifications of vendors and materials offered and accept whatever bid deemed to be in the best interest of Warren County. No bidder may withdraw their bid for a period of sixty (60) days after date set for opening of bids. The Financial Management Committee reserves the right to increase or decrease quantities.

In case of tie bids, Warren County, Tennessee reserves the right to negotiate with bidders. By submission of this bid, the vendor agrees to all terms and condition stated therein.

Bids will be awarded accordingly as prescribed by law, which states "lowest and best." A Supreme Court ruling states that the discerning of best lies solely on those requesting the bid and not the bidder. No bidder may withdraw their bid for a period of sixty (60) days after date set of opening of the bids.

Bids must be received by 2 PM Central Time on July 29, 2024 to be considered. Please return sealed bids to:

Warren County Financial Management Committee  
C/O Warren County Finance Department  
Warren County Administrative Office Building  
201 Locust Street, Suite 2  
McMinnville, Tennessee 37110

Pursuant to T.C.A. § 50-9-114, Warren County, Tennessee has adopted a Drug & Alcohol Testing Program and is required to include this information in our bid specifications. Warren County, Tennessee requires Alcohol and Controlled Substances testing for Safety-Sensitive Positions as required by the Federal Omnibus Transportation Employee Act of 1991 and related United States Department of Transportation rules and regulations set forth in 49 CFR Federal Regulations Parts 40 and 382. BIDDERS MUST SUBMIT AN AFFIDAVIT THAT THE BIDDER OPERATES A DRUG AND ALCOHOL TESTING PROGRAM WITH REQUIREMENTS AT LEAST AS STRINGENT AS THAT OF THE PROGRAM OPERATED BY WARREN COUNTY. TENNESSEE.

This institution is an equal opportunity provider and employer

**Nondiscrimination.** Warren County School District complies with Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act of 1973, Title IX (1972 Educational Amendments), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, related regulations and all other state and federal anti-discrimination laws. WCSD also requires all contractors to comply with state and federal anti-discrimination law.



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# **ATHLETIC FIELDS**

## **Maintenance**

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**ITB 2024-25**



**WARREN COUNTY SCHOOLS**



**PLANT AND OPERATIONS**

**GENERAL INSTRUCTIONS, TERMS AND SCOPE OF WORK**

**June 2024**

**WARREN COUNTY BOARD OF EDUCATION**

**SECTION 1: INTRODUCTION**

**INVITATION TO BID (ITB)**

The purpose of this ITB is to provide athletic fields maintenance at the specified Warren County Board of Education facilities in Warren County, Tennessee. These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and test.

Warren County Board of Education is requesting your firm’s participation in our bid for the products and services rendered. Warren County will be awarding a bottom line, all or none, bid. Warren County is interested in:

- 1. Selecting suppliers in such a manner as to provide for open and free competition and comparability.
- 2. Creating strong partnerships with the suppliers of goods and services.
- 3. Taking advantage of economies of scale to help reduce costs.

Warren County bid for services delivered to the locations specified in Exhibit 1.

Warren County Board of Education will be responsible for payment of all purchases and services rendered to their respective entities.

For purposes of this ITB 2024-2025, all references to Warren County Schools, WCS, School, School District and Warren County Board of Education are interchangeable in this document.

All forms, General and Specific Bid Conditions must be enclosed in a sealed envelope. The envelope must be identified with the appropriate information on the outside of the sealed envelope below:

- 1. Bidder’s Company Name, and Address
- 2. Warren County Schools
- 3. ITB 2024-2025 Athletic Fields MAINTENANCE “Sealed Bid, Do Not Open”
- 4. Time of Opening
- 5. Date of Opening

Provide two (2) copies of the bid form submitted prices.

## SECTION 2: OBLIGATIONS, RIGHT AND REMEDIES

These terms and conditions shall be part of the Agreement/Contract. Warren County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust,

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to the Agreement/Contract shall be binding on Warren County Schools without the prior written approval by Warren County Schools.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Warren County Schools for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Agreement/Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Vendor/Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Warren County Schools.

2.4 **BOOKS AND RECORDS:** Vendor/Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Agreement/Contract period and for three (3) years from the date of the final payment under this agreement for inspection by Warren County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Vendor/Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Vendor/Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All Vendors/Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.

2.7 **CRIMINAL HISTORY CHECK:** Any and all vendors/contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Warren County Schools must submit to a criminal history records check at their expense. The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present.

2.8 **DEFAULT:** If Vendor/Contractor fails to perform or comply with any provision of this Agreement/Contract or the terms or conditions of any documents referenced and made a part hereof, Warren County Schools may terminate this Agreement/Contract, in whole or in part, and may consider such failure or noncompliance a breach of Agreement/Contract. Warren County Schools expressly retains all rights and remedies provided by law in case of such breach, and no action by Warren County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Warren County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW:** This Agreement/Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Warren County, Tennessee. The Chancery Court and/or the Circuit Court of Warren County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Agreement/Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Vendor/Contractor shall indemnify, defend, save and hold harmless Warren County, 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 Vendor/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.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Warren County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Warren County Schools inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Warren County Schools. Warren County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Vendor/Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATION OF LIABILITY:** In no event shall Warren County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Warren County has been advised of the possibility of such damages.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Vendor/Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Vendor/Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor/Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable.

Vendor/Contractor covenants that it does not engage in any illegal employment practices.

Vendor/Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Vendor/Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Warren County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor/Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Agreement/Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Scope of work, (8) Drawings or plans if applicable.

2.18 **REMEDIES:** Warren County shall have all rights and remedies afforded under the Uniform Commercial Code (U.C.C.) and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Warren County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Agreement/Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Vendor/Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Warren County Purchasing Division.

2.22 **TAX EXEMPT:** Warren County Schools are tax exempt, do not include Federal, State or Local sales tax in the bids.

2.23 **TERMINATION FOR CAUSE:** If the Vendor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, Warren County Schools shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again

2.24 **TERMINATION FOR CONVENIENCE:** This agreement can be terminated by either party with a ninety (90) day written notice. In the event the contract is terminated for convenience by the County, the County shall have the option of awarding the contact to the next lowest bidder or bidding again.

2.25 **WARRANTY:** Vendor/Contractor warrants to Warren County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor/Contractor extends to Warren County all warranties allowed under the Uniform Commercial Code (U.C.C.) Contractor shall provide copies of warranties to the Warren County Schools. Return of merchandise not meeting warranties shall be at Contractor's expense.

2.26 **BREACH:** A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any document required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

2.27 **SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH:** Upon the occurrence of any event of breach, the School System may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contact as materially breached and pursue any of its remedies at law or in equity, or both.

2.28 **CODE OF CONDUCT:** The Warren County Board of Education employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

2.29 **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 19's. Additionally, successful completion of a background check and a drug free affidavit is required for all employees providing services at Warren County Schools locations. Successful completion is hereby defined by the absence of a felony conviction.

### **SECTION 3: GENERAL TERMS AND CONDITIONS**

3.1 **ADDITIONAL INFORMATION:** Warren County wants requests for additional information or questions routed to David Northcutt, Warren County Schools Plant and Operations Director, by email [northcuttd@warrenschoools.com](mailto:northcuttd@warrenschoools.com).

3.2 **ACCEPTANCE:** Vendors/Contractors shall hold their price firm and subject to acceptance by Warren County Schools for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.

3.3 **ALTERNATIVE BIDS:** Warren County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

3.4 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Warren County. Warren County reserves the right to award this bid on, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Warren County reserves the right to not make an award. The award criteria are listed in Section 4.9.

3.5 **BID DELIVERY:** Each sealed proposal should be mailed or hand delivered to the:

**Warren County Administration Building  
Office of the Finance Department  
201 Locust Street, Suite 2,  
McMinnville, Tennessee 37110**

Absolutely no proposals will be accepted after the time/date has been set. Sealed proposal envelopes are stamped (date and time) by Warren County Financial Department to verify the authenticity of receipt.

Solicitations must be in a sealed envelope/box prior to entering the office of the finance department. Office of the Finance Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Office of the Finance Department is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

3.6 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Warren County.



3.7 **CONFLICT OF INTEREST:** Vendors/Contractors must have read and complied with the "non-conflict of interest" statement provided in the vendor/contractor registration process prior to the opening of this solicitation.

3.8 **COOPERATIVE PURCHASING:** Vendors/Contractors are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

3.9 **COPIES:** Warren County requires that bids being submitted by hand be one (1) marked original and one (1) additional copy of bid tab form.

3.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor/contractor must comply with the condition. Failure to comply with any such condition may result in the bid being deemed non-responsive and disqualified.

3.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of information requested, Warren County's Office of the Finance Department will not accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.

3.12 **INCLEMENT WEATHER:** During periods of inclement weather in Warren County, the Office of the Finance Department in regards to solicitations and weather delays.

- If the County Executive closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to another set date by the county and will be announced.
- Other weather issues shall be at the sole discretion of the Office of the Finance Department Director.
- Warren County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

3.13 **MULTIPLE BIDS:** Warren County will consider multiple bids that meet specifications.

3.14 **NON-COLLUSION:** Vendors/Contractors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

3.15 **PAYMENT METHOD:** Warren County utilizes a method of placing orders for products/services by purchase order number. These Purchase Orders will be issued from Warren County Purchasing Division after approval by Warren County Schools and the County Financial Body. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

3.16 **POSSESSION OF WEAPONS:** All vendors/contractors and their employees and their agents are prohibited from possessing any weapons on Warren County property. In the case of a vendor/contractor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

3.17 **PROCESSING TIME FOR PAYMENT:** Vendors/Contractors are advised that a minimum of thirty (30) days is required to process invoices for payment.

### **3.18 INVOICES / STATEMENTS REQUIRED FOR PAYMENT**

1. Invoices will be issued to the Board of Education on a monthly basis. The entity billed name will appear on the invoice.
2. The invoice shall contain the description of services for each location for the billing period and PURCHASE ORDER NUMBER ASSIGNED TO SITE(S)

*Note: See Section 4.13 for more details.*

3.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Warren County will make the final determination as to the bidder's ability.

3.20 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink.

3.21 **TAXES:** Warren County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

3.22 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Warren County must receive all general price decreases that other similar customers receive.

3.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000et seq. It is the policy of Warren County Government that all its services and activities be administered in conformance with the requirements of Title VI.

3.24 **USE OF BID FORMS:** Vendors/Contractors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

3.25 **VENDOR DEFAULT:** Warren County reserves the right, in case of vendor/contractor default, to procure the articles or services from other sources and hold the defaulting vendor/contractor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Warren County reserves the right to remove the vendor/contractor from the County's bidders' list for twenty-four (24) months.

3.26 **WAIVING OF INFORMALITIES:** Warren County reserves the right to waive minor informalities or technicalities when it is in the best interest of Warren County.

#### **SECTION 4 SPECIAL TERMS AND CONDITIONS**

4.1 **INTENT:** The Board of Education proposes to retain Vendor/Contractor to provide athletic fields MAINTENANCE at specified Board facilities in Warren County, Tennessee (Exhibit 1). These services include but are not limited to providing all equipment, materials, vehicles and manpower necessary to inspect and test at Warren County Schools' properties for the period designated on the bid for locations listed in Exhibit A.

4.2 **AWARD PROCESS:** Upon award, the resulting contract:

- 4.2.1 Warren County Schools will provide a draft of Owner and Vendor/Contractor Agreement
- 4.2.2 Will be sent to the Warren County Schools Equity & Compliance for reviewed and approval
- 4.2.3 Will be sent to the Director of Schools for approval
- 4.2.4 Will be placed on the agenda of the next regularly scheduled School Board Education meeting for approval
- 4.2.5 Will be sent to the Warren County Financial Committee for approval (or before the school board meeting)
- 4.2.6 Will be returned to the Warren County Schools Maintenance or Plant and Operations Department to provide vendor/contractor a Purchase Order Number
- 4.2.7 Will be fully executed as a Notice to Proceed.

4.3 **AWARD STATUS:** Warren County intends to issue a one-year (1) award.

Period of July 1, 2024 – June 30, 2025

Warren County Schools reserve the right to purchase these services from other sources if the need arises.

Warren County Schools reserve the right to revoke the award if a pattern of unavailability arises with the vendor/contractor.

#### **4.4 CHANGES AFTER AWARD:**

- 4.4.1 It is possible that after award Warren County Schools might have to add or delete sites or revise types of equipment from the contract. The right to add sites at an agreed to price is hereby acknowledged. The right to delete a site or sites is hereby acknowledged.
- 4.4.2 Warren County Schools reserves the right to make such changes after consultation with the Vendor/contractor.
- 4.4.3 Warren County Schools also reserves the right to accept proposed service changes from the Vendor/contractor if:
  - a. They will lower the cost to Warren County Schools and/or
  - b. They provide improved service.

4.5 **COMPLIANCE WITH INSTRUCTIONS FROM SITE BASED ADMINISTRATORS:** Should a site-based administrator (typically a principal or assistant principal but also a maintenance supervisor or other designated persons) request a cessation of work, work shall immediately stop. Vendor/Contractor is to immediately call the Warren County School Maintenance and Operations contract administrator in charge of the project for further instruction. Should a site based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Warren County School Maintenance and Operations contract administrator prior to any changes being implemented.

4.6 **CONTRACT RENEGOTIATION:** Warren County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public trust. Further, Warren County Schools encourage the vendor to submit value changes in order that the Warren County Schools may avail itself of technological advances or cost economies in the subject of the contract, as they may occur during the contract or contract option periods.

4.7 **CONTRACTOR RESPONSIBILITIES:** At their own expense, the Contractor shall:

- 4.7.1 Obtain all necessary licenses and permits.
- 4.7.2 Provide competent supervision and competent workers.
- 4.7.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 4.7.4 Perform work without unnecessarily interfering with the activities of the Warren County School system or other Contractor(s).
- 4.7.5 Be responsible for all necessary measurements and for the accurate fitting of all work. The Vendor/Contractor shall be responsible for any damage to the facility or any equipment inside during this Contract. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of Warren County Schools.
- 4.7.6 Be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Vendor/Contractor's expense.
- 4.7.7 Be responsible for maintaining the work area in such a manner that the public and Warren County School staff may continue to work in the facility.

4.8 **ENTRANCE TO WARREN COUNTY SCHOOL SITES:** Only authorized employees of the successful vendor/contractor(s) are allowed on the premises of Warren County School sites. Vendor/Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor(s). All employees must wear a company shirt, have picture identification badges or other Company Identification at all times

4.9 **EVALUATION CRITERIA:** Bidders are advised that these criteria are edified by all of the criteria contained or asked for herein.

4.9.1 Pricing 80 Points

4.9.2 Vendor Experience, Business Capabilities and Resources 20 Points

4.10 **EVALUATION REVIEW:** Warren County reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Warren County shall have sole responsibility for determining a reliable source. Warren County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Warren County.

4.11 **IDENTIFICATION:** Employees of the vendor shall have proper identification displayed, at all times, while on School property.

4.12 **INSURANCE CHECKLIST:** Vendor/Contractor and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. *See Attachment H for more details.*

Upon Notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and listing Warren County Schools as additional insured, endorsement pages shall be included with the Certificate of Insurance. The successful vendor/contractor must maintain the required insurance coverage with no lapse in coverage for the life of the contract.

The vendor/contractor is responsible for maintaining a current Certificate of Insurance and endorsement pages with Warren County (If found to have a lapse in insurance coverage the vendor will be immediately terminated and debarred from doing business with Warren County Schools).

4.13 **INVOICING**: For Warren County Schools mail or delivered all invoices to:  
Submit one original invoice to:

Warren County Schools Administration Building  
Attention: Kristy McCormick  
2548 Morrison Street  
McMinnville, TN. 37110

Submit one exact copy by email to:

Warren County Schools Maintenance Department  
Attention: Melissa Woodlee

email address: [woodleem@warrenschoools.com](mailto:woodleem@warrenschoools.com)

Note: This copy of invoice will be confirmed by the Maintenance Department that work has been completed by specs before approving payment.

4.13.1 Submit invoices that are to be original, uniquely pre-numbered and white.

4.13.2 Put down assigned Purchase Order Number for site(s) on the invoice submitting

4.13.3 If a complete invoice, submitted in accordance with these guidelines, remains unpaid after

fifteen (15) days, please contact the Compliance Assistant (Kristie McCormick) at

931.668.4022 to determine its status. Alternatively, you may e-mail questions to Melissa

Woodlee Warren County Schools Maintenance Department, [woodleem@warrenschoools.com](mailto:woodleem@warrenschoools.com)

4.14 **LAST DAY FOR QUESTIONS**: All questions regarding this bid must be submitted in writing by email to David Northcutt, Plant and Operations Director [northcuttd@warrenschoools.com](mailto:northcuttd@warrenschoools.com), *See Page 1*

4.15 **OPEN BID INTENDED**: It is the intent and purpose of Warren County that this Invitation for Bids promote competitive pricing. It shall be the BIDDERS responsibility to advise Warren County Schools, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bids. Such notification must be submitted in writing and must be received by the Warren County Schools not less than ten (10) days prior to the bid opening date.

4.16 **PERMITS AND LICENSES**: The vendor/contractor will be responsible for obtaining any and all required licenses. COPIES OF SUCH LICENSES SHALL BE FILED WITH WARREN COUNTY SCHOOLS. VENDORS/CONTRACTORS MUST ATTACH COPIES OF ALL PERMITS AND LICENSES.

4.17 **PRE-BID CONFERENCE**: Not required, but must have visit sites before bidding. Warren County Schools will take it as you did this when you submitted your bid.

4.18 **PRICE REDUCTIONS:** By submitting a bid in response to this solicitation, Vendor/Contractors agree to guarantee that the Warren County Schools is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Warren County Schools shall reserve the right to take any or all of the following actions:

- 4.18.1 Cancel the Contract.
- 4.18.2 Determine the amount which Warren County Schools was overcharged and submit a request for payment from the Vendor/Contractor for that amount.
- 4.18.3 Take the necessary steps to collect any performance surety provided on the applicable Agreement/Contract.
- 4.18.4 Warren County Schools will be responsible for the monitoring and collection of any forfeitures resulting in violations of price reductions.

4.19 **PRICING:** Vendors/Contractor are to quote a firm fixed price for the services noted herein for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Warren County Schools. Warren County and Warren County Schools reserve the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

- 4.19.1 Continue with existing prices.
- 4.19.2 Not accept the renewal offer.
- 4.19.3 Request a lower price increase.

4.20 **REGULAR SERVICE HOURS:** Regular services hours must be scheduled by the Athletic Director and be performed by the Athletic Director.

4.21 **RECORDS:** Vendor will maintain records of items and make them available on request from Warren County Schools

4.22 **REMOVAL OF VENDOR'S /CONTRACTOR EMPLOYEES:** The successful vendor/contractors(s) agrees to utilize only experienced responsible and capable people in the performance of the work. The Warren County Schools may require that the successful vendor/contractor(s) remove from the job covered by this agreement/contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Warren County Schools.

4.23 **SAFETY DATA SHEETS:** Safety Data Sheets (SDS) must be provided for all chemicals to be used during the term of this Agreement/Contract in accordance with Federal requirements. Prior written approval must be given by Warren County Schools Maintenance Department and appropriate SDS Sheets must be submitted before use.

4.24 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with School officials in performing work so that interference with the normal program will be held to a minimum.

4.25 **SIGN-IN**: Contractors must sign the Contractor Check-In Log at each school site where work is to be performed if working during school time hours. Look for the white notebook (in the office area) entitled “Warren County Schools Maintenance & Operations Department & Contractor Sign In Book.” If work is being performed during non-school time hours and/or days, then the contractor must make note on invoice submitting. Failure to sign-in will negate Warren County Schools responsibility to pay the resulting invoice

4.26 **SUB-CONTRACTING**: Any sub-contracting must be approved in writing, in advance, by Warren County Schools. Warren County Schools may terminate the contract if sub-contracting is done without approval.

4.27 **USE OF TRASH CONTAINERS**: Vendors/Contractors are advised that Warren County Schools does not allow vendors/contractors to utilize on-site trash bins on Warren County Schools grounds. Vendors/Contractors are responsible for removing and disposing of all debris associated with the work to be performed under this Contract.

4.28 **VALUE ADDED RELATIONSHIP**: Warren County Schools intend for this bid to result in a relationship with a vendor/contractor. Warren County Schools desire a long-term relationship with a vendor/contractor in which common goals are shared. Among those goals are:

4.28.1 Fair and equitable treatment of vendor/contractor and owner.

4.28.2 Vendor/Contractor expertise in methods of cost reduction. Vendors/Contractors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.

4.28.3 Vendor/contractor suggestions on how to improve service and service delivery.

4.28.4 Vendor/contractor involvement in the School system or a specific school on a non-business basis.

4.29 **SAFETY**: Vendor/Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

4.29.1 All buildings, appurtenances and furnishings shall be protected by the contractor from damage, which might be done or caused by work performed under this Contract.

4.29.2 Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

4.29.3 Vendors/contractor are encouraged to have active safety programs in place at all times. Please detail your safety program to vendor/contractor employees.

4.29.4 It is the responsibility of the vendor/contractor to properly train all their employees on all safety issues and be in full compliance with all OSHA regulations.



4.30 **SAFETY AND PROTECTION**: The vendor/contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The vendor/contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

Avoid spraying around children or Warren County Schools staff or volunteers. When spraying create a safe distance between Warren County Schools children, staff or volunteers (general public).

#### **OTHER CONDITIONS**

- a. The Contractor employees shall wear appropriate uniforms, and clothing at all times while on Warren County Schools property. The use of coarse 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 Warren County Schools' representative. Warren County Schools maintains a strict sexual harassment policy. Contractor shall not utilize subcontractors to provide athletic fields maintenance without prior written approval of Warren County Schools.
- b. Warren County Schools' security requires that the awarded vendor provide to the Warren County Maintenance Supervisor a list of all personnel hired by name.
- c. The contractor shall conduct satisfactory back ground check for all employees prior to employment as required by law for contractors working at school sites with children present. Additionally, each employee shall be informed of the following:
- d. The contractor shall be responsible for safeguarding against loss, theft or damage of all Warren County School system property, materials, equipment and accessories, which might be exposed to the contractor's personnel.
- e. Guns, knives or other dangerous weapons shall not be allowed on campus.
- f. Alcohol and drugs are prohibited on the campus.
- g. Smoking or any use of tobacco, smokeless or otherwise is not allowed on any school property or operations building property.
- h. Athletic Field Care workers, Smart Phones are to be used only for work purposes, no photos of Warren County Schools students or staff are permitted, texting or conversations of lawn care employees to students is prohibited

**SITE INSPECTION** Bidders shall visit the sites and familiarize themselves with any conditions which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the bidder has made site inspections and is aware of all conditions affecting performance and pricing.

**PERFORMANCE AND PAYMENT BOND** The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.

## **Warren County Schools Athletic Field Maintenance (Maintenance & Watering)**

**Period of Contract  
July 1, 2024– June 30, 2025**

### **SCOPE OF WORK:**

**The contractor shall include the following in the field maintenance program for all WCS athletic fields:**

2 soil correction granular applications to all fields for the first year (spring and fall)

1 summer fertilization application to all fields split between June and July.

2 plant growth regulator applications in the summer.

Deep tine aerations (6-8”), sand topdressing and pre/post emerge herbicide applications.

Premium rye grass over seeding on soccer, both baseball fields and softball field in the fall.

Spray post emerge to remove rye grass in the spring.

**April:** The contractor shall apply pre-emergence (Dithiopyr), post-emergence (Three-way), biodiversity, & 1/4LB N.

**May:** The contractor shall complete deep tine aeration/linear decompaction 6-8” deep (after last game for spring sports).

**May:** The contractor shall apply fertility corrections per soil test (plus product) & spray post-emergence to remove rye (Negate) & 1/4LB N.

**June:** The contractor shall complete MESA Application (1LB of N) and spray PGR (Legacy), post-emerge (Speed zone) if necessary, biodiversity & N.

**July:** The contractor shall top dress all athletic fields with 2 truckloads of sand per acre and complete MESA application.

**July:** The contractor shall spray PGR (Legacy), post-emerge (Speedzone) if necessary, biodiversity & N.

**August:** The contractor shall spray PGR (Legacy) or Nutsedge control (ProSedge) & N.

**September:** The contractor shall overseed with premium (PRG (500LBs/A).

**September:** The contractor shall apply fertility corrections per soil test.

**September:** The contractor shall spray green turf colorant pigment on field at Nunley Stadium.

**October:** The contractor shall apply pre-emergence (Coastal @ 64oz/A) to non-overseeded areas.

**October:** The contractor shall spray green turf colorant pigment on field at Nunley Stadium.

**February:** The contractor shall spray pre-emergence (Prodiamine) & post-emergence (Three way... Non-overseeded areas receive 48 oz/A Coastal).

**Applications by dedicated 200+ gallon sprayer at recommended volume rates.**

# **EXHIBIT 1**

**Name of Site**  
**Acres to Mow**  
**Type of Grass**

**Water Irrigation System**



## **Warren County Middle School Athletic Fields**

**200 Caldwell Street-McMinnville, TN**

<b>Area</b>	<b>Ball Field Size Grass Area</b>	<b>Type of Grass</b>	<b>Water Irrigation</b>	<b>Number of Heads</b>
Nunley Stadium Football Field	Est. 90,120 sq.ft. 2.07 acres	Bermuda	Yes	21
Baseball Field	Est. 76,000 sq.ft.. 1.744 acres	Bermuda	Yes	48



### Warren County High School Athletic Fields

199 Pioneer Lane-McMinnville, TN

Area	Ball Field Size Grass Area	Type of Grass	Water Irrigation	Number of Heads
Softball Field	Est. 42,240 sq.ft. .97 acre		Yes	26
Baseball Field	Est. 114,075 2.62 acres	Bermuda	Yes	42
Soccer Field	Est. 96,000 sq.ft.. 2.20 acres	Bermuda	Yes	24
Football Practice Field	Est. 72,000 sq.ft.. 1.65 acres	Bermuda	Yes	

**VENDOR/CONTRACTOR SERVICES BID FORM**

**( completed by contractor and turned in for Bid )**

**Name of Company:**\_\_\_\_\_

**Contact Person**\_\_\_\_\_

**Phone Number**\_\_\_\_\_

**Cell Number**\_\_\_\_\_

**Billing Address**\_\_\_\_\_

**BID PRICE**\_\_\_\_\_

The Warren County Schools reserves the rights to accept or reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the Warren County Schools.