



Robertson County Tennessee
Jody Stewart, Finance Director
Finance Department
523 South Brown Street, Springfield, TN 37172
(615) 384-0202 Fax (615) 384-0237

POST DATE: 1/5/2018

Backstop Improvements at Jo Byrns High School

Sealed bids must be received by: **1/24/2018 at 10:00 AM**

Robertson County Finance Office
523 South Brown Street
Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1378 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Pat Brown, Supervisor, School Athletic Program at 615-384-5588 or by email: pat.brown@rcstn.net. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: cmoon@robcofn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

Bid Specification# 1378

Robertson County is accepting sealed bids for the following:

Baseball Field Backstop Improvements at Jo Byrns High School

See attached SCOPE OF WORK.

- Bid must match exactly or exceed specifications
- Delivery must be made to the vendor's location and delivered to the job site during installation. The bidder will be responsible for receiving any equipment or materials and the storage thereof.
- Material shall be installed per manufacturer's specifications.
- Proof of Liability Insurance of One Million Dollars must be included with bid.
- Proof of Workers' Compensation Insurance must be included with bid OR proof of registration with the State of Tennessee if bidder is exempt from Workers' Compensation Insurance requirements.
- Bidder will be responsible for identifying any utility lines prior to installation.
- Bidder must contact school principal to identify the installation location of equipment prior to installation.
- All trash and construction debris removed from each job site daily in Bidder provided receptacles.
- Price and quality of the equipment is essential; however, availability of products and ability to perform on schedule will be taken into award consideration.
- Include guarantees, warranty information or any other additional information with bid.

TOTAL LUMP SUM PRICE \$ _____ F.O.B. Complete

Days to Completion from date of Purchase Order: _____ (Response Required)

This bid honored for _____ days/ months.

NON-COLLUSION AFFIDAVIT

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated. by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

COMPANY NAME _____ DATE _____

AUTHORIZED SIGNATURE, TITLE _____

Printed Name _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

Scope of Work –

The contractor's work to be performed under this project will consist of furnishing all equipment, labor, materials, tools and supervision necessary for the construction of the proposed backstop improvements for Jo Byrns High School baseball backstop.

- Remove existing netting from poles
- Remove block from around poles to create a 30" opening
- Remove existing poles
- Core drill a 24" hole to a depth of 5'
- Install rebar cage for additional strength
- Fabricate (6) 6" steel poles. Poles will be 29' and will be galvanized for rust protection
- Poles to be primed and painted black
- Install new poles into holes. Poles to be 24' tall from field level
- Form a box measuring 30"x24" around poles to be filled with concrete. Box to be flush with top existing block wall.
- Install new cables to support net
- Install new one-piece netting. Net to be provided by school

GENERAL TERMS AND CONDITIONS

EMPLOYEES

4.1 Personnel Obligations. Contractor shall be solely responsible for all personnel actions with respect to its employees. The Contractor shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees; shall be responsible for insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, retirement contributions and workers' compensation costs with respect to its employees; and shall file all required documents and forms. The Contractor shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein.

5.1 Compliance with Law. Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services operation and shall obtain all required licenses and permits. The Board shall cooperate with Contractor to accomplish the foregoing. The Robertson County Government requires all businesses conducting business with Robertson County have a valid Robertson County business license.

5.1a Drug Free Workplace Affidavit is required with bid submission.

5.1b Letter of Compliance regarding employee background checks is required with bid submission.

5.2 Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance as required by state law covering all employees employed by Contractor in connection with the Services. Contractor shall provide the Board with a copy of the Declaration Page of the workers' compensation policy annually during the term of this Agreement.

5.3 Comprehensive or Commercial Insurance. Contractor shall maintain during the term of the Agreement, for protection of the Board and Contractor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of Contractor under the Agreement and shall provide the Board with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. The Board shall be named as an additional insured under Contractor's policies of insurance--other than workers' compensation-- to the extent the Board is indemnified pursuant to this Agreement.

Bid Specification# 1378

Certificates of insurance shall be provided to the Board annually for all applicable insurance coverages where the Board is named as an additional insured under Contractor's policies, prior to commencement of services.

5.4 Indemnification. Contractor shall indemnify and save harmless the Board, individual board members, officers, and employees against any and all claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including, but not limited to, court costs and attorney's fees incurred by the Board in connection with the defense of said matters. The Board shall not in any event be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages.

5.5 Assignment. The Agreement may not be assigned by either party without the written consent of the other.

5.6 Subcontracts. Contractor is and remains responsible at all times for the performance of the Agreement and cannot subcontract any part of the Agreement without the express written approval of the Board. In the event that the Board consents to Contractor's request to subcontract a part of the Agreement, Contractor shall remain liable and responsible for the performance of all Services under the Agreement.

5.7 Force Majeure. Neither Contractor nor the Board shall be liable for failure to perform its respective obligations hereunder when such failure arises out of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such force majeure.

In the event such force majeure necessitates cancellation of Contractor's performance of the Services, in whole or in part, and an alternate date(s) cannot be agreed upon by the parties, the Board will be under no obligation to compensate the Contractor for Services not performed. If such force majeure makes performance of the Services impossible, ineffective, or impracticable, the Board shall have the option of terminating the Agreement immediately without penalty or further expense.

5.8 Termination. This agreement can be terminated by either party with a ninety (90) day written notice.

5.9 Severability. If any term or provision of proposed contract or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Amendments to Agreement. All provisions to the proposed contract shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This proposed contract contains all agreements of the parties with respect to matters covered herein, and may not be changed other than by an agreement in writing signed by the parties hereto.

DRUG-FREE WORKPLACE AFFIDAVIT

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

1. The undersigned 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 contracts 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.

Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

Witness signature : _____ **Date:** _____

Witness printed name: _____

Robertson County, Tennessee
Letter of Compliance

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 may require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. The law provides that no employer or their employee(s):

1. Shall come in direct contact with school children, children in a childcare program; AND/OR
2. Shall enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Your signature below indicates that you are fully aware of these requirements and that if applicable to your business relationship with the Robertson County Board of Education: (1) you have fully complied with the investigation required; and (2) you and any of your employees to which this applies are qualified to be in contact with the children and/or on school grounds as set forth by the Statute.

Further, you agree to hold Robertson County and/or its Board of Education harmless in all respects from any failure on your part to follow these requirements.

Authorized Signature, Title (Owner/Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

Contact preferred email address: _____