

# Request for Bid Proposal

## Chester County Board of Education

### Construction of Baseball and Softball Practice Facilities

Bid Submission Deadline: June 14, 2019

Time : 10:00 A.M.

Location: Chester County Board of Education  
970 East Main Street  
Henderson, Tennessee 38340

Telephone: (731) -989-5134

Contact: Britt Eads 731-435-3046

Contact: Troy Kilzer 731-989-5134

# Construction of Baseball and Softball Practice Facilities

I. The purpose of this bid specification is to obtain proposals from qualified vendors that can construct new Baseball and Softball Practice Facilities on specified sites.

II. Each interested vendor shall be responsible for the review of information contained herein, other information as requested, required site visitation, and other information which will represent the vendor's best effort for the construction at these locations.

## III. Requirements for Submission of Proposal

### A. Submittal Guidelines

1. Submit one (1) original copy with bid sheet on top.
2. It is the Vendor's responsibility to clearly identify and to describe the products and services being offered in response to the Solicitation.
3. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner.
4. Provide proof of liability and workers compensation insurance.
5. Vendor will submit a current background check, and letterhead confirming that all employees working on the job have a current background check. (Can be submitted after vendor selection, but is required before work begins. Failing to provide the background check will disqualify the vendor.)
6. Sign Iran Divestment Act Affidavit.
7. If Bidder has more than 5 employees, the Bidder shall furnish in a separate envelope a **Drug Free Affidavit** approved and signed by the State of TN Commerce Department in accordance with State Law (T.C.A. 50-9-113).
8. Valid State Contractors License
9. **Attend the required Site Visitation on Friday, May 31, 2019 at 10:00am at the Chester Co. Board of Education.**

### B. How to Submit Proposal Responses

All proposal responses shall be submitted with attached Bid Sheet as the cover sheet in a sealed opaque envelope with the following information written on the outside of that envelope:

1. The bidders company name
2. Contractor's license #, classification and expiration date
3. **Mailed or delivered to the address shown below for receipt by the Chester County Board of Education on or before 10:00 a.m. on June 14, 2019.**

(a). Mailing Address:  
Chester County Board of Education  
970 East Main St.  
Henderson, Tennessee 38340

(b). Hand Delivery Address:  
Chester County Board of Education  
970 East Main St.  
Henderson, Tennessee 38340

### C. Bid Opening

Submitted proposals will be publically opened on June 14, 2019 at 10:00 a.m.

#### IV. Scope of Work

##### A. Site Preparation

Attend the required site visitation to learn the specifications and see the plans. Visit each physical site to inspect the layout for the buildings.

##### B. Safety

All Vendors and installers or subcontractors performing services for Chester County Board of Education are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Vendor and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

##### C. Warranty

Vendor proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Guarantee: The Proposer unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the Proposer at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Chester County Board of Education. These repairs, replacements or adjustments shall be made only at such time as will be designated by the Chester County Board of Education to ensure the least impact to the operation of Chester County Board of Education business.

#### V. Bid Amount

Bid amounts should include all applicable service charge, fees and permits associated with this project. The vendor assumes all responsibility for cost incurred upon the acceptance of this project.

#### VI. Site visitation

**Site Visitation is required to submit a bid.** The required site visit will occur on May 31, 2019 starting at 10:00am. We will meet at the Chester County Board of Education (970 E. Main St., Henderson, TN) and will drive to the sites. Questions about the site visit can be directed to Britt Eads at 731-435-3046.

#### VII. Other Requirements

##### A. Non-Discrimination Provision

Chester County Board of Education is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Accordingly, all vendors entering into contracts with the Chester County Board of Education shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

## **B. Insurance Requirements**

To the extent permitted by law the successful Vendor shall indemnify and save harmless the Chester County Board of Education, its officers, agents, employees and assigns from and against all loss, damages, expenses and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this Bid request. **Certificate of General Liability Insurance shall be required of the successful vendor with the Chester County Board of Education.**

## **C. Compliance with Laws**

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance and comply with any and all other standards or regulations required by federal, state or local statute, ordinances and rules during the performance of this contract between the Vendor and Chester County Board of Education. The vendor will assume any cost for non-compliance with laws related to the installation of the units.

## **D. Specifications**

Any obvious error or omission in specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of the Chester County Board of Education representative about the error or omission. Whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of the specifications.

## **E. Liens**

The Vendor shall, if required by the Chester County Board of Education, furnish him/her with a release in full of all liens arising out of this contract or in-lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Vendor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be file. In lieu of the above, the Vendor may at his/her option furnish a bond to indemnify the Chester County Board of Education against all hazards of liens. Neither part nor final payment shall in any way release the Vendor from the above obligation and in the event that part or full payment has been made and any lien remains discharged, the Vendor shall refund to the Chester County Board of Education the necessary funds to discharge such a lien including all cost and attorney's fees.

## VIII. Acceptance/Rejection of Proposal

### **A. Standards for Acceptance of Proposal for Award Contract**

1. The award shall be made to the lowest responsible Vendor taking into consideration, quality, performance and the time specified in the bid for the performance of the contract. Chester County Board of Education alone shall make such determination.
2. The Chester County Board of Education reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Chester County Board of Education.
3. This Request for bid does not commit Chester County Board of Education to contract for any requirements of this solicitation.
4. Nothing in this Section shall prohibit the Chester County Board of Education from conducting discussions with Vendors after the bid opening.
5. A purchase order issued to the successful vendor shall be deemed to result in a binding contract

### **B. Late Bids**

**Bids not received by 10:00 a.m. on June 14, 2019, will not be opened or considered, unless the delay is a result of negligence by the Chester County Board of Education, its agents, or assigns.**

**C. Notice to Proceed**

The successful bidder shall not commence work under this Request for Bids until duly notified by receipt of an executed contract from the Chester County Board of Education. If the successful Vendor does commence work prior to receiving official notification, that action is taken at the successful Vendor's risk.

**IX. Evaluation of Bids**

Bids will be evaluated by the Chester County Board of Education in compliance with applicable competitive bidding requirements. The companies with the best value and most competitive proposals may be invited for interviews.

**A. Errors in Bids**

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Vendor own risk. In case of error in extension of prices in the proposal, the unit prices shall govern.

**B. Criteria for Assessment of Bids**

To assess the equipment, designs and services submitted in response to this BID, the criteria to be used will include, but not be limited to, the following:

1. Proposed cost and quality of equipment and services.
2. Warranties offered;
3. Installation experience and qualifications, including applicable certifications and licensure.
4. Anticipated completion date.

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

**License #:** \_\_\_\_\_

## BID SHEET

**Available Start Date:** \_\_\_\_\_

**Project Duration (Days):** \_\_\_\_\_

**Total Cost for Project** \$ \_\_\_\_\_

Notes/Comments

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As per Tennessee Code Annotated, Title 12, and effective July 1, 2016:

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 § 12-12-106.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date