

Manchester City Schools
Maintenance Department
215 E. Fort Street, Manchester, TN 37355
931.581.2944 FAX:931.728.7075
turnerd15@k12mcs.net

May 9, 2018

RFP-1718-003

INVITATION TO BID – Refinish Gym Floor, Paint Lines, and Install Volleyball Sleeves

The Manchester City Schools Maintenance Department is requesting sealed bids for refinishing and repainting of the gym floor and supplying/ installation of permanent volleyball net pole sleeves, subject to conditions contained herein and attached hereto. Sealed proposals will be received at the Central Office, 215 E. Fort Street, Manchester, TN 37355, until, but not later than **2:30 p.m. CST, May 25, 2018** and then opened and publicly read.

Bids should be submitted in a sealed envelope and mailed to:

Donnie Turner
Manchester City Schools
215 E. Fort Street
Manchester, TN 37355

Bid packets may be obtained under the Maintenance section at manchestercitysch.org, or picked up at 215 E. Fort Street, Manchester, TN 37355

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SCOPE OF SERVICE

This work is located at:

Westwood Middle School, 505 Taylor Street, Manchester, TN 37355

The intent of this invitation is to secure a contractor to complete the following work:

- Sand and finish gymnasium to bare wood
- Furnish and install volleyball sleeves
- Paint lines for Basketball, Volleyball, and 4-Square

Contractors must supply all materials for the project and be responsible for any damaged caused as part of the removal or installation process.

TIME OF COMPLETION

This work is to be done during the month of June 2018.

Work may begin on June 1 and be must completed by June 30, 2018.

The successful bidders and subcontractors shall be properly insured.

SUBCONTRACTING

The contractor may subcontract services to be performed with the prior approval of Manchester City Schools, which will not be unreasonably delayed. Such approval will not be considered as making Manchester City Schools a part of such contract. Nor shall it subject Manchester City Schools to liability of any kind from any subcontractor. Manchester City Schools will deal solely with the general contractor.

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REFERENCES

Please include at least three (3) commercial references along with names and contact numbers.

INSURANCE REQUIREMENTS

By signing and submitting a quote under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sec. 50-6-103, 50-6-104 et seq., 50-6-102 Code of Tennessee. The bidder further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in TN by the TN State Corporation Commission.

- A. The contractor, prior to commencing work, shall provide at his own expense, the following insurance to the School Board evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation or material change in the policies, to the Director of Maintenance & Operations.
 - 1. Tennessee workers' compensation including occupational disease and employer's liability insurance.
 - a. STATUTORY - Amount and coverage as required by workers' compensation laws of the Commonwealth of Virginia.
 - b. EMPLOYER'S LIABILITY - \$100,000 each accident, \$100,000 each occurrence.
 - 2. LIABILITY - The contractor shall maintain a general liability policy which includes the following coverage:
 - a. Premises – operations
 - b. Products/completed operation hazard
 - c. Contractual insurance
 - d. Independent contractor

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The comprehensive general liability policy shall have a bodily injury and property damage combined single limit of liability of \$1,000,000 minimum, per occurrence.

3. Automobile liability insurance with minimum combined single limits of \$500,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned
 - b. Non-owned
 - c. Hired vehicles
 4. Professional liability insurance with minimum limits of \$250,000 per claim and \$250,000 aggregate limit of liability.
- B. The contractor shall add the Manchester City Schools as a rider on the above insurance policies for the duration of this contract.
- C. The contractor must be bonded and insured and have a current business license. Contractor not already on our vendor list will be required to supply a W-9 form to Manchester City Schools in order to be placed on our listing prior to commencing work. Evidence of insurance will be required prior to contractor receiving award.

INDEMNIFICATION

- A. The contractor shall assume the defense of and indemnify and hold harmless the School Board, its officers and agents, and employees from and against any damages to property or injuries to or death of any person or persons, including property and employees or agents of Manchester City Schools, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including worker's compensation claims, of or by anyone, in any way resulting from or rising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at the Contractor's own expense, any additional kinds and amount of insurance that, in the contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

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- B. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Manchester School Board, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Manchester City School Board, its agents, officers, and employees as herein provided.

- C. The Contractor shall assume all risk and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes, through trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by Manchester City Schools.

- D. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

- E. The Contractor, however, will not be obligated to indemnify Manchester City Schools, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damages to property caused by or resulting from negligence of the Manchester City Schools or its officers, agents, and employees.

EQUAL EMPLOYMENT

During the performance of the contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. The Contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

- B. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- C. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- D. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- F. The Contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

SPECIAL CONDITIONS

- A. Prior to awarding a contract for the provision of services that require the contractor or his/her employees to be in the presence of students during regular school hours or during school sponsored activities, the Manchester City School Board will require the contractor, and when relevant, any employee who will have direct contact with students, to provide certification:
 - 1. **that he or she had not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and,**
 - 2. **whether he or she has been convicted of a crime of moral turpitude.**

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DRUG-FREE WORK PLACE

During the performance of this contract, the contractor must agree to the following:

- A. Provide a drug-free workplace for the contractor's employees.
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C. State in all solicitations or advertisements for employees placed by the contractor that the contractor maintains a drug-free workplace.
- D. Include the above provisions in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

BID EVALUATION

IN DETERMINING THE "LOWEST RESPONSIBLE BIDDER", IN ADDITION TO PRICE AND EQUALS, THE FOLLOWING FACTORS WILL BE CONSIDERED:

- 1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 4. The quality of performance of previous contracts or services with Manchester City Schools.

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5. The quality, availability and adaptability of the goods or services to the particular use required.

The bidder further agrees that:

1. Manchester City Schools, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of Manchester City Schools. Any changes, erasures, deletions in the unit price on the quote sheet, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed are estimates only and Manchester City Schools reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.
3. If awarded the contract, they will execute and deliver to Manchester City Schools within ten (10) consecutive calendar days after their receipt of the contract documents, a satisfactory Performance Bond and Payment Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.
4. In case of failure on their part to execute an agreement within ten (10) consecutive calendar days after written notice being given on the award of the contract, the monies payable by the Security accompanying this bid shall be paid to Manchester City Schools, as liquidated damages for such failure; otherwise, the Security accompanying this bid shall be returned to the bidder.

The undersigned hereby declares that he or she are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder also declares that he/she has examined the site of the work and is informed fully in regard to all conditions pertaining to the place where the work is to be done; that the specifications for the work and contractual documents relative thereto have been examined, and has read all special provisions furnished prior to the bid opening; that he/she has satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

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The bidder proposes and agrees, if this proposal is accepted, to contract with Manchester City Schools to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of Manchester City Schools.

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IN COMPLIANCE WITH INVITATION TO BID # RFP-1718-003, AND SUBJECT TO ALL CONDITIONS THEREOF AND ATTACHED HERETO, THE UNDERSIGNED OFFERS AND AGREES IF THIS BID BE ACCEPTED, TO FURNISH ANY AND ALL SERVICES FOR WHICH PRICES ARE QUOTED.

(Firm Name)

(Firm Address)

(City, State, Zip Code)

(Representative Name)

(Signature)

(Title)

(Date)

(Telephone Number)

(Fax Number)

IS A COPY OF YOUR CLASS (A) TENNESSEE CONTRACTORS LICENSE INCLUDED?
YES _____ NO _____

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PRICE QUOTE - Westwood Middle School \$ _____

Can you meet the project deadline of June 30, 2018?

Yes _____

No _____

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