

# Bid Form

Date:

To: Obion County Board of Education  
316 South Third Street  
Union City, Tennessee 38261

From: (Name of Bidder) *Billy Rogers Plbg, Htg, + A/c Inc*  
(Address of Bidder) *1220 South Main Ave.*  
(City, State, and Zip code) *Dyersburg, Tennessee 38029*  
(Phone and fax numbers) *731-285-5017 Fax 731-285-1547*

For: HVAC Upgrade Ridgemont Elementary School  
Obion County Board of Education  
Union City, Tennessee

The undersigned, as Bidder, hereby declares that the only person, or persons, interested in the Bid as principal or principals, is or are, named herein and that no other person than herein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties, making a bid, and it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the drawings and the project manual for the work and the Bidding Documents relative to the Work to be performed and that this bid is based upon thereon, without exception.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Owner in the form of contract AIA Document A101, Published by the American Institute of Architects for Contractor and Owner, furnishing thereby all services, labor, and materials to complete the construction of the project in full and complete accordance with the noted, described, and reasonably intended requirements of the Contract Documents.

The Undersigned hereby affirms and states that the prices quoted herein constitute the gross total cost for the work involved in the respective items and that this cost also includes taxes, insurance, royalties, transportation charges, use of tools and equipment, superintendents, overhead, profits and other work, services, and conditions necessarily involved in the work done and the materials furnished, in accordance with the requirements of the contract.

The Bidder agrees that his bid may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Bids shall be filled in by typewriter or manually in ink.

The bids shall be submitted in **duplicate**. All bids shall be enclosed in a sealed envelope. The envelope shall be addressed to the owner, and identified with the words "**BID ENCLOSED, HVAC UPGRADES RIDGEMONT ELEMENTARY SCHOOL, Obion County Board of Education**" plainly written on the face thereof.

Bidder further certifies that: (One must be checked)

All specifications are met as prescribed herein.

Alternate items and specs are attached and described as required herein.

**VOLUNTARY ALTERNATES**

Voluntary Alternate: Add \$ N/A Deduct \$ N/A  
(description of alternate)

**Base bid HVAC upgrades**

The bidder agrees to perform all of the work described in the Bidding Documents for a lump sum price of:

two hundred eighty-seven thousand five hundred dollars.

(written amount)

\$ 287,500.00

(numerical amount)

**Requested alternate (Units 4B, and 3C)**

The bidder agrees to perform all of the work described in the Bidding Documents for a lump sum price of:

twelve thousand & no/100 dollars.

(written amount)

\$ 12,000.00

(numerical amount)

The Bidder acknowledges by his signature below that the Owner reserves the right to reject any and/or all bids, especially any bids that appear to be irregular in nature or inconsistent in content. The bidder further acknowledges that the Owner has the right to evaluate bids and to accept any bid or bids which, in his opinion, may be in His best interest.

By: Billy D. Rogers Title: Vice President  
(signature)

Date: 6-18-10

Firm Name: Billy Rogers Plbg, Htg + A/C Inc. State of Incorporation Tennessee

1228 South Main Ave  
Dyersburg, Tennessee

Contractors License No.: 98697

Expiration Date: 3/31/2011

The contractor, upon acceptance of his proposal, will honor this project completion date of 1-2011. If the contractor is unable to comply with this completion date, without proper documented justification to the owner's satisfaction, he will forfeit payments not to exceed 1% (one percent) of the total proposal per day.

The contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work or to make its several parts fit together properly.

#### PROTECTION OF PERSONS AND PROPERTY

The successful contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

All employees on the work

All the work, all materials, and equipment to be incorporated therein.

All other employees, students, and guest at the job site.

Other property at the site or adjacent thereto.

#### QUALIFICATIONS:

**"Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present."**

#### QUALITY ASSURANCE

The contractor shall have the experience of at least three (3) acceptable jobs in the United States within the past five (5) years. This work shall be in locations and conditions similar to those at Obion County Schools.

The contractor shall employ only qualified and experienced workers skill in the work required for this project.

#### CLEANUP

**Refuse and debris accumulating from work required as part of this project shall be regularly removed from the job site by the contractor and before final acceptance of this project by the owner.**

#### WARRANTY

The Contractor shall provide a minimum of 1-year warranty on all materials and labor, 5-year compressor warranty, commencing with the date of final acceptance.

The warranty coverage shall not be pro-rated nor limited to the amount of usage.

The warranty submitted must have the following characteristics:

Must warrant materials and workmanship

Must warrant that the materials installed meet or exceed the product specifications

Must have provisions to either make a cash refund or repair or replace such portions of the installed equipment materials that are no longer serviceable to maintain serviceable and useable equipment.

Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.

Guarantee the availability of replacement parts, equipment, and materials installed for the full warranty period.

#### SUBMITTALS

Submit with bid:

Manufacturers data certifying compliance with these specifications

Certified list of existing installations, including owner representative and telephone number, attesting the compliance with quality assurance information.

#### UTILITIES

The successful bidder shall be responsible for the location of all utilities. Any utilities that have to be re-located or repaired as a result of this contract will be the responsibility of the contractor. The Board of Education shall be held harmless of liability in case of any damages.

#### QUALITY STANDARDS OF INSTALLATION

Upon completion of project, representatives of the Owner, Contractor, and Manufacturer prior to acceptance by the owner shall inspect the installation

**The use of "Brand names, Trademarks, and Professional Services" is to establish a minimum standard of quality.**

#### PAYMENT OF CONTRACT

Progress payment will be made provided the contractor and owner's representative agree on a percentage amount due prior to billing

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