



**TENNESSEE TECHNOLOGICAL UNIVERSITY
REQUEST FOR QUOTATION**

Department: Athletics
Requisition No.: Field Maint. & Mowing

Tennessee Technological University
Purchasing Office
P. O. Box 5041, 220 W. 10th Street
Cookeville, TN 38505-0001
www.tntech.edu/purchasing/
Fax: (931) 372-3727

Date: 2/2/12
Contact: Mark Greenwood
Phone: (931) 372-6350
Email: mgreenwood@tntech.edu

Bids must be received in the Purchasing Office by 3:00 p.m. on 2/16/12.

Bid subject to the enclosed Standard Purchasing Terms and Conditions and/or Prohibited Provisions.

Unless otherwise requested, quote on each item separately. Unit prices shall be shown. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered. Failure to do so may result in rejection of bid. University is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Cookeville, TN unless otherwise noted in bid. Minimum payment terms are Net 30 days. Prepayment is not allowed. Quotation must be typewritten or in ink and signed by an authorized official. Signature certifies agreement to the terms and conditions noted above. Bidders may be present at bid opening and/or may contact the Purchasing Office for bid results, which are available upon request after recommendation of award. Faxed bids totaling less than \$25,000 are acceptable, if immediately confirmed in writing on University forms.

THIS IS NOT AN ORDER

ITEM NO.	Qty	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<p>Please bid to provide the following to Tennessee Technological University from March 20, 2012, through March 19, 2013, with the option to renew for an additional four (4) years with mutual consent of the University and the Contractor.</p> <p>**Note: The attached Standard Terms and Conditions and Prohibited Provisions shall be considered an integral part of this Request for Quotation and any Contract and/or Purchase Order resulting from this process.</p> <p>**Note: Prices quoted are to be firm for a one (1) year period. At the time of renewal, vendor may request price increase to the extent such increase has been experienced by vendor and written substantiation of increase can be provided. University may accept requested price increase or choose to rebid, at its sole discretion.</p> <p>Bid will be awarded to the overall lowest responsive bidder for all pricing solicited below.</p> <p>It is the responsibility of the Bidder to ascertain sufficient information necessary to formulate a complete and accurate bid. If a site visit is required, please contact Mr. Ben Shannon, Director of Athletic Facilities/Game Management, at (931) 372-3945 or BShannon@tntech.edu to schedule. Site visits shall be conducted at the expense of the bidder. The University will NOT be responsible for additional costs resulting from Bidder's failure to adequately research bid requirements.</p> <p>TTU Athletics Field Maintenance and Mowing</p> <p>General Requirements:</p>		



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			<p><u>Please indicate that you have read and accepted the following by placing an "X" next to each item. Bidders must agree to adhere to all items to be considered a fully responsive bidder to this request for quotation.</u></p> <p>_____ All fields must be cut with a professional grade reel mower. <u>NOTE: Attachment and/or pull behind mowers of any sort are NOT acceptable!</u></p> <p>_____ All yearly calendars/schedules for turf management must be pre-approved by Ben Shannon or his designee.</p> <p>_____ A yearly soil sample must be taken for all fields with results provided to Ben Shannon (or his designee).</p> <p>_____ All monthly mowing schedules for each field will be provided by Ben Shannon or his designee. <u>NOTE: Some months, each field may require mowing up to five (5) times a week. This will be at the University's sole discretion.</u></p> <p>_____ Any and all clippings and/or associated debris (whether organic or man-made) that results from the performance of this contract must be disposed of by the vendor, at the vendor's expense. Any potential on-campus disposal locations must be pre-approved by University personnel.</p> <p>_____ Bidder must provide a minimum of three (3) professional references, at least one of which must be college/university or athletics fields related.</p> <p>1. _____ _____</p> <p>2. _____ _____</p> <p>3. _____ _____</p> <p>_____ Bidder must have been in business in this industry for a minimum of five (5) years.</p> <p>_____ Bidder must have a valid Tennessee Department of Agriculture Pest Control Applicator License. A copy of this document may be requested.</p> <p>(continued, next page)</p>		



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			<p><u>Pricing Schedules / Services for Each Field:</u></p> <p><u>Yearly Calendar of Bermuda and Cool Season Turf Management Schedule</u> \$_____ / per copy (if applicable) NOTE: The quality of the services listed herein is vital to the University. Bidders are required to submit a sample of such a calendar to demonstrate bidder's experience and/or expertise. Bidders not submitting samples as requested or submitting samples of sub-standard quality shall be subject to rejection of their bid, at the University's sole discretion.</p> <p><u>Baseball Field:</u></p> <ul style="list-style-type: none"> - Mowing with professional grade reel mower – not to exceed 165 cuts a year \$_____ / per cut - Aerating \$_____ / per aeration - Topdressing \$_____ / per topdressing - Powerseeding with perennial rye \$_____ / per seeding - PreEmerge herbicide application \$_____ / per application - PostEmerge weed control \$_____ / per application - Booster of pre-emergent weed control \$_____ / per application - Spot weed control \$_____ / per application - Fertilization w/ Nitrogen \$_____ / per application - Pre-emergent herbicide application of annual bluegrass control \$_____ / per application - Heavy fertilization to maintain turf growth and color \$_____ / per application - Liquid Iron to boost turf color before event \$_____ / per application - Potassium to help turf prepare for dormancy \$_____ / per application - Weed eat / weed control entire fence line of field (inside and out) \$_____ / per application <p><u>Softball Field:</u></p> <ul style="list-style-type: none"> - Mowing with professional grade reel mower – not to exceed 165 cuts a year \$_____ / per cut - Aerating \$_____ / per aeration - Topdressing \$_____ / per topdressing - Powerseeding with perennial rye \$_____ / per seeding - PreEmerge herbicide application \$_____ / per application - PostEmerge weed control \$_____ / per application - Booster of pre-emergent weed control \$_____ / per 		



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			<ul style="list-style-type: none"> application - Spot weed control \$_____ / per application - Fertilization w/ Nitrogen \$_____ / per application - Pre-emergent herbicide application of annual bluegrass control \$_____ / per application - Heavy fertilization to maintain turf growth and color \$_____ / per application - Liquid Iron to boost turf color before event \$_____ / per application - Potassium to help turf prepare for dormancy \$_____ / per application - Weed eat / weed control entire fence line of field (inside and out) \$_____ / per application <p><u>Soccer Game Field:</u></p> <ul style="list-style-type: none"> - Mowing with professional grade reel mower – not to exceed 165 cuts a year \$_____ / per cut - Aerating \$_____ / per aeration - Topdressing \$_____ / per topdressing - Powerseeding with perennial rye \$_____ / per seeding - PreEmerge herbicide application \$_____ / per application - PostEmerge weed control \$_____ / per application - Booster of pre-emergent weed control \$_____ / per application - Spot weed control \$_____ / per application - Fertilization w/ Nitrogen \$_____ / per application - Pre-emergent herbicide application of annual bluegrass control \$_____ / per application - Heavy fertilization to maintain turf growth and color \$_____ / per application - Liquid Iron to boost turf color before event \$_____ / per application - Potassium to help turf prepare for dormancy \$_____ / per application - Weed eat / weed control entire fence line of field (inside and out) \$_____ / per application <p><u>Football/Soccer Practice Field:</u></p> <ul style="list-style-type: none"> - Mowing with professional grade reel mower – not to exceed 100 cuts a year \$_____ / per cut - Aerating \$_____ / per aeration - Topdressing \$_____ / per topdressing - Powerseeding with perennial rye \$_____ / per seeding - PreEmerge herbicide application \$_____ / per application 		



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			<ul style="list-style-type: none"> - PostEmerge weed control \$_____ / per application - Booster of pre-emergent weed control \$_____ / per application - Spot weed control \$_____ / per application - Fertilization w/ Nitrogen \$_____ / per application - Pre-emergent herbicide application of annual bluegrass control \$_____ / per application - Heavy fertilization to maintain turf growth and color \$_____ / per application - Liquid Iron to boost turf color before event \$_____ / per application - Potassium to help turf prepare for dormancy \$_____ / per application - Weed eat / weed control entire fence line of field (inside and out) \$_____ / per application <p><u>Athletic Practice Field:</u></p> <ul style="list-style-type: none"> - Mowing with professional grade reel mower – not to exceed 100 cuts a year \$_____ / per cut - Aerating \$_____ / per aeration - Topdressing \$_____ / per topdressing - Powerseeding with perennial rye \$_____ / per seeding - PreEmerge herbicide application \$_____ / per application - PostEmerge weed control \$_____ / per application - Booster of pre-emergent weed control \$_____ / per application - Spot weed control \$_____ / per application - Fertilization w/ Nitrogen \$_____ / per application - Pre-emergent herbicide application of annual bluegrass control \$_____ / per application - Heavy fertilization to maintain turf growth and color \$_____ / per application - Liquid Iron to boost turf color before event \$_____ / per application - Potassium to help turf prepare for dormancy \$_____ / per application - Weed eat / weed control entire fence line of field (inside and out) \$_____ / per application <p>*****</p> <p>OTHER CONSIDERATIONS:</p> <ul style="list-style-type: none"> • <u>Conflict of Interest.</u> The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or 		



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			<p>consultant in connection with any work contemplated or performed relative to this request for quotations and any resulting contract and/or purchase order. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he/she has not been and during the term of any resulting contract and/or purchase order will not become an employee of the State of Tennessee.</p> <ul style="list-style-type: none"> • <u>Non-Discrimination.</u> The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. • The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment. • <u>Liability.</u> The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract. • <u>Insurance.</u> The Contractor, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incurred in performance of any resulting contract and/or purchase order, and otherwise protect and hold the University harmless from any and all liability arising as a result of any resulting contract and/or purchase order which does not result from the University's own negligence. • <u>Early Termination.</u> Any resulting contract and/or purchase order may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date. • <u>Termination Due to Lack of Funds.</u> The University reserves the right to cancel any resulting contract and/or purchase order at 		



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			<p>June 30 of any year covered by any resulting contract and/or purchase order including any renewals thereof, if sufficient funding is not available from state and/or federal funds.</p> <ul style="list-style-type: none"> • <u>Termination for Cause.</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under any resulting contract and/or purchase order, or if the Contractor shall violate any of the terms of any resulting contract and/or purchase order, the University shall have the right to immediately terminate any resulting contract and/or purchase order and withhold payments in excess of fair compensation for work completed. • Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of any resulting contract and/or purchase order by the Contractor. • <u>Amendment.</u> Any resulting contract and/or purchase order may only be modified by written amendment executed by all parties hereto. • <u>Audit.</u> The Contractor shall maintain documentation for all charges against the University under any resulting contract and/or purchase order. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under any resulting contract and/or purchase order, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. • <u>Assignment.</u> The Contractor shall not assign any resulting contract and/or purchase order or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the resulting contract and/or purchase order. • <u>Extension to Other Entities.</u> Shall the terms, conditions and pricing of this request for quotations and any resulting contract and/or purchase order be extended to other institution(s) within the Tennessee Board of Regents and University of Tennessee systems? _____ yes _____ no • <u>Governing Law.</u> This request for quotations and any resulting contract and/or purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee. 		



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			<ul style="list-style-type: none"> • Terms and Conditions. The terms and conditions of this request for quotations and any resulting contract and/or purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase. Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by the University. • NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association (“NCAA”) legislation, interpretations and policies, located on the NCAA website at http://www.ncaa.org/ and as amended from time to time, on the use of a student-athlete’s name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 “Use of Student Athlete Name or Likeness.” Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract. • Tobacco Policy. TTU is a No-Smoking and Tobacco-Free Campus, with all smoking (“herbal” and tobacco) and all other tobacco usage permitted only in private vehicles. This policy applies to all University buildings and grounds, TTU-affiliated off-campus locations and clinics, and any buildings or properties owned, leased or rented by TTU in all other areas. Smoking and tobacco use continues to be prohibited in all state vehicles. This no smoking and tobacco-free campus policy is in effect 24 hours a day, year-round. <p>*****</p>		



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			<p>*****</p> <p style="text-align: center;">ATTESTATION RE: PERSONNEL USED IN CONTRACT PERFORMANCE</p> <table border="1" data-bbox="363 583 1224 835"> <tr> <td data-bbox="363 583 777 695">CONTRACTOR LEGAL ENTITY NAME:</td> <td data-bbox="777 583 1224 695"></td> </tr> <tr> <td data-bbox="363 695 777 835">FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</td> <td data-bbox="777 695 1224 835"></td> </tr> </table> <p>The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. If the Contractor is discovered to have breached this attestation, the Contractor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach. (Rules of Finance and Administration, 0620.)</p> <p>Signature & Date:</p> <p>_____ NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.</p>	CONTRACTOR LEGAL ENTITY NAME:		FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)			
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BIDDER IS TO COMPLETE INFORMATION AND SIGN BID BELOW.

_____ Cash / Time discounts, if any _____
 (Firm Name)

_____ No. of days to deliver ARO _____
 (Address)

_____ Phone / Fax / E-mail _____
 (City, State, Zip)

(Authorized Signature of Bidder)

(Date)

NOTE: UNSIGNED BIDS WILL BE REJECTED WITHOUT CONSIDERATION.

Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employer