

**Request for Bid #1670
(RFB)**



TENNIS/SPORTS COURT RESURFACING PROJECT

**CLOSING LOCATION:
ATHENS MUNICIPAL BUILDING
ATTN: PURCHASING
815 North Jackson Street
Athens, TN 37303
(423) 744-2780**

ISSUED:

May 10th, 2018

DUE:

May 25th, 2018, 2 PM EST

**NOTICE FOR REQUEST FOR BID
RFB #1670**

Notice is hereby given that the City of Athens is receiving sealed bids for a Tennis/Sports Court Resurfacing Project located within the City of Athens as described by specifications included in this bid package.

Bids shall be identified on the exterior of the sealed envelope with all the information included in the attached Bid Return Address Sheet. Bids are to be addressed to the City of Athens and mailed or delivered to the following address:

**City of Athens
Attn: Purchasing
815 North Jackson Street
Athens, TN 37303**

Sealed bids will be **received until May 25, 2018 at 2:00 PM Eastern**. Late bids will not be considered under any circumstances. Bids will be accepted if the date/time stamped by the Purchasing Department is 2:00 PM; date/time stamps of 2:01 or later will be rejected.

During the evaluation process, the City of Athens reserves the right, where it may serve the City of Athens best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. Questions and requests for clarification or additional information by electronic mail should be directed by telephone or e-mail to the following City contact:

**James A. Gallup
Purchasing
(423) 744-2780
Purchasing@CityofAthensTN.com**

TENNIS/SPORTS COURT ACRYLIC RESURFACING SPECIFICATIONS

Location for this project is at the City of Athens, TN tennis courts at **Heritage Park located at 1005 South Jackson Street, Athens, TN 37303**. There are a total of two (2) surfaces.

MINIMUM REQUIREMENTS

Please indicate following each numbered item (yes or no) if you meet the requirements as they are specified.

EXCEPTIONS: Contractor Experience

Bidders must have been in business for a minimum of 3 years and have been using their process for that period of time.

COMPLY: Yes _____ No _____

Contractor References

Bidders must supply a list of references with a minimum of 5 references from jobs completed in the past 3 years. Contact information for references must be included.

COMPLY: Yes _____ No _____

EXCEPTIONS:

MINIMUM SPECIFICATIONS

1. Entire court surface will be pressure washed prior to application of new surface coatings to insure as good a bond as possible between the old coatings and the new coatings.
2. Once court is washed cracks shall be cleared and cleaned in preparation for filling procedure.
3. Fill any cracks in the asphalt base using trowels and a court patching material.
4. Using Armor Crack Repair Systems repair all cracks in the surface. Bidders may price/propose an alternate/equal for the Armor system but must price the Armor system in the base bid.
5. Armor repaired cracks are to be guaranteed for one calendar year.
6. Install one coat of black resurfacer (Novacrylic or equal). See www.novasports.com for details on the surface coatings to be used. Sand is to be integrated into the resurfacer at the rate of

12 pounds of sand for every gallon of concentrate resurfacer as supplied by the manufacturer. Resurfacer shall be allowed to fully dry before subsequent coats are applied.

7. Install two coats of Nova Combination color, (or equal). Court will be done in 2 colors, (selected by owner), one for the in-bounds and one for the out of bounds. Finish color coats to have sand to give non-skid texture as well as regulate the ball bounce. Each coat shall be allowed to fully dry before subsequent coats are applied.
8. The city is in the process of determining whether the courts will be basketball, tennis or pickle ball. Striping will be determined by the final decision of the city after bid is opened. Tennis court shall be striped according to USTA specifications, in the case of basketball or pickle ball markings, specifications provided by the owner.
9. Hardware – nets shall be taken down prior to start of job and rehung following completion of job if tennis courts are selected for us. Net posts shall be painted.
10. Digital photographs shall be taken of the site by the contractor before work is to proceed, during the work process to verify steps, and at the completion of the project. Cracks shall be charted and noted as to the width prior to repairs. At the completion of the job these photographs and notes will be delivered to the city on a thumb drive.
11. If you are making a request for an exception to the specifications, list on a separate piece of paper, typewritten, the requested change and if there is a deduction for the change.
12. Owner's representative will be Austin Fesmire reachable at (423)744-2706 or (423) 462-5723 or via email at afesmire@cityofathenstn.com.

TERMS & CONDITIONS

1. BID SUBMITTAL FORM: Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Unless otherwise stated by the City, no bidder may withdraw their bid within a period of thirty (30) days after the date set for the opening of bids.
2. SEALED BIDS: ALL bids must be SEALED and properly identified with the name and address of bidder; the date, time, bid number and project title on the OUTSIDE of the bid return envelope.
3. INSURANCE: A sheet of minimum "INSURANCE REQUIREMENTS" shall be attached to these terms and conditions when applicable. This sheet is provided for you and your insurance company.
4. Prices shall be quoted FOB Athens, TN. Delivery to City of Athens locations shall be without additional charge unless otherwise requested by the City of Athens.
5. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications, and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Department. An interpretation of the document will be made only by addendum issued by the Purchasing Department to each firm to whom an invitation was forwarded. The City will not be responsible for explanations or interpretations of bid documents except as issued in accordance herewith.
6. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. If a brand name is listed in the bid package and a vendor intends to bid another name it is the responsibility of the bidder to notify the Purchasing Department of his intent to do so by seven (7) days prior to bid opening. This is to allow time to evaluate equipment or product. Failure to do so disqualifies you as a bidder. An approved equivalent is defined as a bid item that meets or exceeds every specification provided in the bid specifications and is approved by the City of Athens. However, the City of Athens reserves the right to choose a specific name brand if standardizing to accommodate parts supply, knowledge of maintenance, and to prevent the purchase of specialty tools.
7. The bidder is requested to attach brochure-type information and written specifications on the supplies furnished. All guarantees and warranties should be clearly stated.
8. Prices quoted for all machinery, equipment, and vehicles shall include complete parts manual(s), maintenance manual(s), service manual(s), and operator's manual(s) without additional charge and are to be delivered with the unit.
9. Bids and modifications or corrections thereof received after bid closing will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
10. Any exceptions to these terms or conditions or deviations from written specifications will be shown in writing and attached to the bid form.
11. Any alteration, erasure, additions to or omission of requested information, change of the specifications or bidding schedule, is made at the risk of the bidder and shall result in the rejection of the bid unless such changes are authorized by the specifications.

12. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.
13. Charges for boxing or cartage will not be allowed unless previously agreed upon.
14. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
15. Bidder agrees to defend and save the City of Athens from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
16. In case of error or discrepancy in the mathematics of the bid price, unit prices prevail.
17. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended and all regulations promulgated thereunder, as the City of Athens does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
18. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Athens. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
19. The City reserves the right to determine the low bidder either based on the individual items or based on all items included in its Request for Bids, unless otherwise expressly provided in the Request for Bids. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Bids.
20. The City reserves the right to determine the low bidder by durability and maintenance cost over the life of the vehicle or equipment. This may be done by means of past experience or research. Initial cost may not determine low bid.
21. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

By signing below, I hereby acknowledge that I have read, understood, and accepted the above Terms & Conditions:

 BIDDER'S COMPANY NAME

 COMPANY REPRESENTATIVE PRINTED NAME

 SIGNATURE

TELEPHONE _____ FAX _____ EMAIL _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

CITY OF ATHENS

STANDARD INSURANCE REQUIREMENTS

1. Statutory Worker's Compensation Insurance
 - a. Employer's Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

- NOTE: WC coverage may be waived if the contractor is the sole proprietor only, with no employees, and can provide the City of Athens with an APPROVED I-5 form from the Department of Labor

2. Comprehensive General Liability Insurance
 - a. \$700,000 limit of liability per occurrence for bodily injury and property damage
 - b. Comprehensive form covering all owned, non-owned, and hired vehicles

3. Auto Liability Insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - b. Comprehensive form covering all owned, non-owned, and hired vehicles

4. City of Athens (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability, and Umbrella Liability policies

5. The Cancellation provision should provide 30-day notice of cancellation

6. Certificate holder should read:

City of Athens
815 N. Jackson Street
Athens, TN 37303

7. Insurance company must have an A.M. Best Rating of A-6 or higher

8. Insurance company must be licensed to do business by the Tennessee Secretary of State

9. Insurance company must be authorized to do business in Tennessee by the Tennessee Insurance Department

REVISED 01/28/09

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by construction contractor)

I, _____, president or other principal
officer of _____, swear or affirm that

NAME OF COMPANY

the company has a drug – free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

I have also reviewed the statement in this bid package of the City of Athens drug and alcohol testing program and affirm that I have a testing program for my employees that is at least as stringent as the City’s program.

President
Or
Principal Officer

For: _____
Name of Company

**STATE OF TENNESSEE }
COUNTY OF }**

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____, 2_____.

Notary Public

My Commission expires: _____

**CITY OF ATHENS TENNESSEE
TCA 62-6-119
BID COMPLIANCE FORM**

FROM:

**NOTE: This form MUST be attached to the sealed envelope containing the bid.
Failure to provide all of this information on the sealed envelope shall void such bid.**

PRIME CONTRACTOR'S IDENTIFICATION

Name _____

Address _____

TN Business License No. _____ Exp Date _____

BID NUMBER _____

PROJECT NAME _____

BID OPENING DATE _____ TIME _____

TO:

**PURCHASING DIVISION
CITY OF ATHENS
815 N. Jackson Street
Athens, TN 37303**