



**CITY OF GRIFFIN, GEORGIA**

**INVITATION TO BID**

**ITB #20-008**

**FOR**

**Tennis Court Resurfacing**

**For all questions about this Solicitation contact:**

*Cindy Fay, Procurement Analyst*  
[cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)

**Deadline:**  
**Friday, December 20, 2019 by 2:00 P.M.**

# IMPORTANT SUBMITTAL REQUIREMENT

Responses may be submitted electronically or by hardcopy.

Responses can be submitted electronically by using the following link:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>

If the response is electronic submittal, no additional copies are required. The response must be ordered in accordance with the guidelines identified in section 1.4

Responses may be submitted via hardcopy using the following label and guidelines.

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Hard copy submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and solicitation number are not discernable, your response may not be recorded as properly received.



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## RESPONSE SUBMITTAL

DELIVER TO:

CITY OF GRIFFIN  
PROCUREMENT – 3<sup>RD</sup> FLOOR  
100 S HILL STREET  
PO BOX T  
GRIFFIN, GA 30224

**ITB/PROPOSAL #:** ITB 20-008

**ITB/PROPOSAL NAME:** Tennis Court Resurfacing

**DUE ON OR BEFORE:** Friday, December 20, 2019 BY 2PM

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**CONTACT PHONE & EMAIL:** \_\_\_\_\_

**ITB #20-008**

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CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
20-008
TENNIS COURT RESURFACING

1. SECTION I – SOLICITATION INFORMATION

Information in this section is solicitation-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking quotes from qualified organizations to provide all material, equipment and labor to resurface five (5) existing public tennis courts located in Griffin’s City Park (Camp Northern Road).

1.2. SCHEDULE & SUMMARY

This Invitation to Bid will be governed by the following schedule and criteria:

DATES

Table with 2 columns: Item and Date/Details. Items include Release of Request, Pre-Bid Meeting, Questions due, Responses due, # of Response Submittals Required, and Project manager.

1.3. SCOPE OF WORK

The City of Griffin (City) is seeking quotes from qualified organizations to provide all material, equipment and labor to resurface five (5) existing public tennis courts located in Griffin’s City Park (Camp Northern Road). Specifications are included in the Response Section VIII.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier’s response and in the order listed below:

- a. \_\_\_ Response Cover Page (supplied)
b. \_\_\_ Bid Response Disclosures & Acknowledgement sheet (supplied). Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized
c. \_\_\_ Pricing Sheet (supplied)
d. \_\_\_ References Sheet (supplied)
e. \_\_\_ Company Registration paperwork – to be done online\*
f. \_\_\_ Supplier Affidavit – an additional copy (showing as notarized) of the Supplier (EV) affidavit must be included with response

\* If a complete and compliant (both required documents uploaded) registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City’s website under Resources.

\* If a complete and compliant registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

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### **1.5. EVALUATION CRITERIA**

The basis of selection will be the lowest responsive and responsible bid considering ability to meet the City's specifications and requirements in addition to price. Other considerations will include, but are not limited to:

- Quality of workmanship and products used
  - Timeliness of project completion or delivery
  - References
  - Guarantees and warranties
  - Value added services and/or options
- 

*The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.*

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## **CITY OF GRIFFIN, GEORGIA**

### **REQUESTS FOR PROPOSAL, INVITATIONS TO BID**

### **GENERAL PROVISIONS**

Sections II - VII review the general terms and conditions. **Any solicitation-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

#### **2. SECTION II – GENERAL TERMS AND CONDITIONS**

All available information, notices and addenda regarding this RFP shall be posted on the City’s website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier’s responsibility to check the City’s website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City’s website.

##### **2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

All questions about this solicitation must be submitted in the following format:

Company Name

- Question

Citation of relevant section of the solicitation

All questions regarding specification/technical issues must be in writing to the Project Manager for this solicitation (with a ‘cc’ to Procurement). The Project Manager, contact email and deadline for questions is noted in section 1.2.

All questions regarding administrative issues must be in writing to the Procurement Analyst:

Address: Cindy Fay  
Procurement Analyst  
City of Griffin  
P. O. Box T, Griffin, GA 30224

Email: [cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

**From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager with Procurement copied. The City reserves the right to reject the submission of the offending supplier if this provision is violated.**

Any updates or changes to this and related documents will be posted on the City’s website (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>) or by selecting “Resources” and then “Bid Opportunities” from the City home page. **It is the Supplier’s responsibility to refer to the website for any addenda or other pertinent information before responding to this ITB request.**

##### **2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION**

For the purposes of this procurement, the provisions of the Official Code of Georgia (O.C.G.A) Open Records Act will be in effect. All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act. Those submitting a response should refer to the O.C.G.A. Open Records Act for further clarification.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility that are not otherwise made public; and 4) other constitutional protections.

The supplier must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The supplier shall mark the cover sheet of the proposal and all copies with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend: "*The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged/confidential information. It is requested that such data not be disclosed to the public except as may be required by law.*" Further, to protect such data, each section containing such data shall be specifically identified, the pages must be identified as "CONFIDENTIAL" and marked financial information must be noted that it has not and is not available to the public under any circumstance. An entire submittal cannot be identified as confidential and may be considered non-responsive if so marked.

Suppliers must be prepared to defend the reasons why the material is to be held confidential. If a competing supplier or other person seeks review or copies of another supplier's confidential data, the City will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City and hold the City harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City harmless, the City may disclose the information.

Information received in response to this request will become the property of the City and will not be returned. The City will not release or divulge any bona fide confidential information to third parties without the consent of the Supplier unless required to do so by applicable law or order a court of competent jurisdiction.

### **3. SECTION III –OVERVIEW AND PROCEDURES**

Sections II - VII review the general terms and conditions. **Any solicitation-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

#### **3.1. COMPANY BACKGROUND & EXPERIENCE**

Suppliers that have not contracted with the city in the past year should provide a list of clients for whom similar services, as detailed in this solicitation, have been provided during the past 3-4 years. References must be for the organization or person submitting the response. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the response submission.

#### **3.2. REFERENCES**

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

#### **3.3. SOLICITATION REQUIREMENTS**

##### **3.3.1. SPECIAL CONDITIONS**

By submitting a solicitation response, Suppliers certify that their proposals are made without collusion or fraud and

they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Solicitation are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this RFP shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this solicitation document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

### **3.3.2. RESPONSES**

In responding to a solicitation, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the solicitation response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

### **3.3.3. PACKAGING OF SOLICITATION**

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

**(Supplier Name)**  
**ITB # (Bid Number)**  
**(Solicitation Title)**

**Supplier response to this solicitation must consist of the following documents in addition to any solicitation-specific information requested:**

- **Pricing**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**



- **Supplier Affidavit (E-Verify)** (*available online if needed*),
- **W-9** (*available online if needed*),
- **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
  - o *The City cannot award to a supplier that is not registered and compliant,*
- **Reference list of a minimum of three (3) references (*supplied*).**

**3.3.4. SUBMISSION OF SOLICITATION**

The original and specified copies of the solicitation response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any response received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Responses must be submitted to:

**City of Griffin**  
**Attention: Cindy Fay, Procurement Analyst**  
**P. O. Box T, Griffin, GA 30224**

Or delivered to:

**Attention: Cindy Fay, Procurement Analyst**  
**100 S Hill Street, 3<sup>rd</sup> Floor**  
**Griffin, GA 30223**

**\*Note: Notify Procurement via email ([cfay@cityofgriffin.com](mailto:cfay@cityofgriffin.com)) if submittal is mailed via Post Office (USPS).**

**3.3.5. ALTERNATE SOLICITATION DOCUMENTS**

Documents prepared by the City must be used for the submission of Solicitation Response. Alternate quotes or responses that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

**3.3.6. ADDITIONAL INFORMATION/ADDENDA**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to Bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

***Suppliers must acknowledge any issued addenda. Responses which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the response if the addendum contains information which substantively changes the City's requirements.***

**3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS**

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

**3.3.8. WITHDRAWAL OF RESPONSE**

A supplier may withdraw his response before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

**3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS**

Solicitation submittals received after the opening date and time will not be accepted. Modifications received after the opening date will not be considered. The City assumes no responsibility for the premature opening of a response not properly addressed and identified or not delivered to the proper designation.

### **3.3.10. MINIMUM RESPONSE ACCEPTANCE PERIOD**

Responses shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a solicitation has been awarded.

### **3.3.11. DISQUALIFICATION OF RESPONSES OR SUPPLIERS**

Suppliers may be disqualified from participation in the solicitation process for reasons which include, but are not limited to the following:

- 3.3.11.1. Evidence of collusion;
- 3.3.11.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);
- 3.3.11.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 3.3.11.4. Being in arrears on taxes owed to the State of Georgia;
- 3.3.11.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises other party on prior projects which, in the City's judgment and sole discretion, raises party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;
- 3.3.11.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or
- 3.3.11.7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

### **3.3.12. REJECTION/CANCELATION/AWARD OF SOLICITATIONS**

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all responses or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the response that is in the best interest of the City, regardless of whether or not it is the lowest;
- g) award the solicitations received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this solicitation at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

### **3.3.13. COST INCURRED BY SUPPLIERS**

All expenses involved with the preparation and submission of the solicitation response to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

### **3.3.14. SOLICITATION OPENING**

All solicitations will be opened on the pre-determined opening date. The solicitation details and related documents will not be publically announced or reviewed at the solicitation opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Solicitation process. Refer to section 2.1 for details regarding this Status. **Any solicitation-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

### **3.3.15. AWARD AND RESULTING CONTRACT**

Award will be made to the lowest responsive and responsible Supplier whose submittal is compliant to the terms of this solicitation request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this solicitation shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

### **3.3.16. PROTESTS**

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to respondents. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

#### **FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

- 3.3.16.1. The name (company), address, telephone number and email of the protestor
- 3.3.16.2. Signature and printed name of the protestor
- 3.3.16.3. Identification of the solicitation and the sections contested
- 3.3.16.4. A statement of reason for the protest including copies of relevant supporting documents
- 3.3.16.5. A description of the remedy requested.
- 3.3.16.6. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

### **3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)**

Where applicable, all items quoted and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the solicitation prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this solicitation shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

### **3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

### **3.6. NON-COLLUSION AFFIDAVIT**

By submitting the notarized signature in the response, the supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the supplier has not directly or indirectly solicited any other supplier to put in a sham submittal, or any potential supplier to refrain from submitting and that the supplier has not in any manner sought by collusion to secure any advantage over any other supplier. By submitting a response, the supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the solicitation or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the supplier is independent of the City.

### **3.7. HOLD HARMLESS AND INDEMNIFICATION**

The supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by supplier, its officers, employees, and agents under any of the terms of this contract.

### **3.8. SOLICITATION BONDS (Bid, Performance, Payment)**

For any solicitation as required and noted in Section 1 of this solicitation document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of response. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

## **4. SECTION IV – OTHER GENERAL SPECIFICATIONS**

Sections II - VII review the general terms and conditions. **Any solicitation-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

### **4.1. LIQUIDATED DAMAGES**

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

### **4.2. FORCE MAJEURE**

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

**4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this ITB.

### **4.3. SUPPLIER'S INVOICE**

**4.3.1.** The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *(insert project manager name)*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

**4.3.2.** A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

### **4.4. TAX LIABILITY**

The City is exempt from sales tax under Georgia law. The successful Supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request. No purchase made by an entity or supplier is qualified to be exempt other than those made directly by the City.

### **4.5. PAYMENT**

Payment will be made for deliverables satisfactorily executed and accepted by the City; standard terms are net 30.

### **4.6. ESTIMATED QUANTITIES**

The quantities of items specified in the Solicitation Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering process.

#### **4.7. ASSIGNMENT OR NOVATION OF CONTRACT**

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

#### **4.8. TERMINATION FOR CAUSE**

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The Supplier also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least thirty (30) days prior to the effective date of the contract termination.

#### **4.9. TERMINATION FOR CONVENIENCE**

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be effected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

#### **4.10. TERMINATION FOR FUND APPROPRIATION**

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

#### **4.11. CHANGES**

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

#### **4.12. REPORTING DISPUTES**

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

### **5. SECTION V –INSURANCE REQUIREMENTS**

Sections II - VII review the general terms and conditions. **Any solicitation-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

## **5.1. STANDARD INSURANCE REQUIREMENTS**

**5.1.1.** The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

**5.1.2.** *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

**5.1.3.** *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

**5.1.4.** *Umbrella Coverage*

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the Supplier waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

## **5.2. OTHER INSURANCE PROVISIONS**

**5.2.1.** All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

**5.2.2. Commercial General Liability and Automobile Liability Coverage**

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.2.3. Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

**5.2.4. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to the City.

**5.2.5. Acceptability of Insurer**

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

**5.2.6. Verification of Coverage**

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

**5.2.7. Subcontractors**

Subcontractors must also be insured under the policies of insurance required herein.

**6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA**

For the successful Suppliers contracting for physical labor or providing services with the City:

**6.1. VENDOR/CONTRACTOR AFFIDAVIT**



**6.1.1.** Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the Supplier affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

## **6.2. SUBCONTRACTORS**

**6.2.1.** The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.
- 6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

## **7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987**

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

***Please separate and use the following pages with your response submittal.  
Additional pages may be used as needed. Thank you for your interest and  
participation in this opportunity.***



**CITY OF GRIFFIN, GEORGIA**

**SPECIFICATIONS AND  
RESPONSE SUBMITTAL COVER**

**ITB #20-008**

**For**

**TENNIS COURT RESURFACING**

**Submitted by:**

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:  
Friday, December 20, 2019 by 2:00 P.M.**



## SPECIFICATIONS & RESPONSE

20-008

### Tennis Court Resurfacing

#### OVERVIEW

The City of Griffin (City) is seeking quotes from qualified organizations to provide all material, equipment and labor to resurface five (5) existing public tennis courts located in Griffin's City Park (Camp Northern Road). The scope of work for the resurfacing of these tennis courts at City Park includes, but is not limited to, the following:

#### 8. SECTION VIII: SPECIFICATIONS

##### 8.1. GENERAL

- 8.1.1. Supplier shall provide a foreman on the work site for the supervision and direction of the workforce. The foreman must have full authority to act for the Supplier and is able to receive and execute directions from the Project Manager;
  - 8.1.1.1. Work is to be done in a neat and orderly manner using adequate number of personnel who are thoroughly trained and experienced in work of this scope;
  - 8.1.1.2. Resurfacing work shall be done when existing and forecasted weather conditions are in accordance with manufacturer's recommendations and warranty requirements;
- 8.1.2. All products are to be installed in accordance with the USTA (US Tennis Association) specifications as well as all Federal, State and local building codes and product recommendations;
- 8.1.3. All work is to be performed in accordance with current OSHA guidelines;
- 8.1.4. Supplier shall provide the City with a project schedule and coordinate dates for installation to the City's Project Manager;
- 8.1.5. Each stage of progress completed must be inspected by the Project Manager prior to moving forward to the next stage;
- 8.1.6. Supplier shall take necessary precautions to protect the existing landscape, hardscape and its environment during mobilization/installation/demobilization;
- 8.1.7. Supplier shall clean up site after completion of work and dispose all debris;

##### 8.2. SCHEDULE

- 8.2.1. The Work schedule shall be over a two-week period, and in no instances shall the tennis courts be closed to the public for more than thirty (30) calendar days. All five (5) existing tennis courts are expected to be closed during the resurfacing project;
- 8.2.2. Work shall be performed when current and forecast weather conditions are consistent with product manufacturer's specifications;
- 8.2.3. Supplier shall furnish a tentative schedule to the Project Manager a minimum of five (5) business days in advance of all Work. The final schedule will be coordinated with and approved in advance with the Project Manager;
- 8.2.4. All Work shall be scheduled and completed during weekdays, excluding holidays, Monday through Friday from 7:00 AM to 7:00 PM, unless otherwise approved by the Project Manager;
- 8.2.5. Supplier must post signs at least 48 hours in advance, at tennis courts informing the public the date(s) that the courts will be closed. If there are areas where parking is to be temporarily removed, "No Parking"

signs with working dates and hours shall be posted on barricades by the Supplier a minimum of 48 hours prior to the start of work.

### **8.3. MATERIALS**

- 8.3.1.** Supplier shall submit to the Project Manager samples of products, manufacturers' installation instructions, and manufacturer's warranty for review for each product, as listed in the technical specifications here in. **Samples must be submitted** with a dated transmittal form or letter, and not by sub-contractor or supplier. Samples of field applied paint materials and colors shall be submitted no less than 14 calendar days prior to start of field-painting work;
- 8.3.2.** Supplier is to obtain materials from same source and maintain a high degree of consistency in workmanship throughout project;
- 8.3.3.** Supplier to use same batch number on any given coat to achieve uniform color. If different batches are used, then batches shall be mixed together to generate enough material to spread coat with uniform color and consistency. Batch number of unopened containers will be reviewed by Project Manager prior to application;
- 8.3.4.** Nets shall be 'equivalent or better' than quality of current nets and are to be installed according to industry standards;
- 8.3.5.** All paint shall be installed as is and shall not be diluted;
- 8.3.6.** Refinish surface shall be smooth and even without any peaks, valleys, bird-baths, or swales, and will be subject to approval by the Project Manager;
- 8.3.7.** RiteWay Tennis Court Crack Repair System or approved equivalent (see manufacturer's website <https://ritewaytennis.com/our-product>);
- 8.3.8.** Novacrylic Combination Surface System or approved equivalent (match existing colors, Inbounds: NOVA green and Out of Bounds: NOVA Burgundy (see manufacturer's website <https://www.novasports.com/products/tennis>);
- 8.3.9.** Novatex White Line Paint: acrylic line paint manufactured by NOVA or approved equivalent (see manufacturer's website <https://www.novasports.com/products/tennis>);
- 8.3.10.** SEAL-A-LINE coating or approved equivalent (see manufacturer's website <https://www.novasports.com/products/tennis>).

### **8.4. MATERIAL HANDLING**

- 8.4.1.** Deliver products to site with seals and labels intact and legible, in manufacturer's original containers, dry, and undamaged;
- 8.4.2.** Maintain packaged materials with seals unbroken and labels intact until time of use;
- 8.4.3.** Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting specified requirements at no additional cost to the City;
- 8.4.4.** The Project Manager may reject (as non-complying) such material and products that do not bear identification satisfactory to the Project Manager as to manufacturer, grade, quality, and other pertinent information;
- 8.4.5.** It is the responsibility of the Supplier to secure all material and equipment on the job site. Any material used during construction shall be stored in a staging area agreed upon by the Project Manager as to protect the public from harm's way and to meet any and all health and safety standards;
- 8.4.6.** Store, handle, and protect all material as recommended by manufacturers specifications;
- 8.4.7.** Any material left overnight shall be protected from weather and other damaging elements, as applicable;
- 8.4.8.** Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

## **8.5. PREPARATION (FOR EACH COURT)**

- 8.5.1.** Verify site conditions and measurements prior to commencement of work;
- 8.5.2.** Remove all equipment, existing chain link fencing, nets, material and/or hardware. As necessary, to allow for grinding and resurfacing operations;
- 8.5.3.** Thoroughly remove all dirt, dust and foreign materials by using a stiff bristle broom and blower or water-based pressure spray unit capable of generating 2500 psi in areas designated to be resurfaced;
- 8.5.4.** Patch chipped asphalt around perimeter of existing tennis courts and raise the asphalt patched area as necessary to ensure an even playing area;
- 8.5.5.** Confirm with the Project Manager the designated cracking repair to be completed (approximately 1,500 linear feet);
- 8.5.6.** Grind all surface areas of existing cracks and/or patches in need of repair per the manufacturer recommendations and dispose of all grinding material to an approved disposal site;
- 8.5.7.** High areas shall be leveled by scrapping or grinding. Scrapers are to be used to remove any "pimple" or slight irregularities. Scraper to be held at a 45-degree angle and shall be used with expert care as not to gouge surface;
- 8.5.8.** Depression areas are to be filled such that the finished areas do not hold surface water 45 minutes after 'flooding';
- 8.5.9.** Apply designated filler to all major cracks and patch/fill areas including small voids, and depressions, per industry standards and as recommended by manufacturer's specifications;
- 8.5.10.** Supplier shall notify Project Manager once the areas in need of crack repair are identified. Areas of repair must be approved by the Project Manager prior to installation of the re-surfacing material;
- 8.5.11.** Resurfacing of the tennis courts must NOT begin until the crack repair is complete and the surface is properly prepared per manufacturer's repair system specifications.

## **8.6. INSTALLATION**

- 8.6.1.** Supplier's installer must be certified for "RiteWay/ or Equal Alternative" crack repair system and approved for installation of all tennis court re-surfacing products to be installed under this section. Supplier shall obtain the required warranty to assure full protection of work and materials;
- 8.6.2.** Install all crack re-surfacing material (approx. 184' x 244') and other equipment, hardware, and/or accessories to complete the said scope of work according to manufacturer's written instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence;
- 8.6.3.** The slope, planarity, evenness, and irregularity shall meet the industry standards per the America Sport Builders Association (Tennis Court: A Construction and Maintenance Manual 2012) and/or manufacturer's specifications;
- 8.6.4.** Resurfacing area shall be flooded per manufacturer's specifications and/or recommendations to determine low spots, bird-baths, swales and any irregularities;
- 8.6.5.** All areas shall be thoroughly dried and cured to prevent future surface peeling prior to applying finish coat layers;
- 8.6.6.** Tennis Court System finish shall meet the ITF classified court pace of 3 (Medium);
- 8.6.7.** Any and all problem areas shall be fixed and/or remediated prior to color finish coating;
- 8.6.8.** Upon completion of acceptance of the Tennis Court surface, the Supplier shall prepare and paint lines for tennis;
- 8.6.9.** All lines are to be applied by painting between masking tape with a paintbrush or roller, according to U.S. Tennis Association (USTA) specifications;
- 8.6.10.** Prime masked lines with Seal-A-Line, or approved equivalent. Allow application to dry prior to painting lines per manufacturer's specifications;

- 8.6.11.** White lines 2" wide shall be laid out as continuous lines, and hand painted with a brush or roller. Lines shall conform to USTA specifications and match existing court size (36'x78');
- 8.6.12.** Do not apply color coating and/or paint when rain is imminent or ambient temperature is 50 degrees or below. Misting may be permissible per manufacturers recommendation;
- 8.6.12.1. Prior to application of the color coating, Supplier shall check for low spots. Low spots shall be filled in if they hold water (deeper than a nickel) after being exposed to an hour of sunshine at 70 degrees F or above in the sunlight;
- 8.6.13.** Install and/or replace any damaged fencing/posts/ cross bracing etc. that may have occurred during resurfacing and overlay operations;
- 8.6.13.1. In event of damage, promptly make replacements and/or repairs to the approval of the Project Manager and at no additional cost to the City.
- 8.6.14.** Additional time required to secure replacements and/or to make repairs will not justify an extension in the contract's time of completion;
- 8.6.15.** The project shall be considered COMPLETE when all of the specified in the contract documents have been constructed and approved by the Project Manager. The project shall be completed on or before 40 working days after commencement date as specified in Notice to Proceed. When Supplier feels work is complete, Supplier shall request a final inspection by the Project Manager to determine if the project conforms to the contract documents and is ready for Final Acceptance by the Project Manager.

## **8.7. SAFETY/PROTECTION**

- 8.7.1.** Protect installed products and work area from foot traffic and use, including barricading off all passageways, gates, and/or openings until completion of the project;
- 8.7.2.** Provide protection for finished surfaces in traffic areas during work to allow for equipment and materials to be handled;
- 8.7.3.** Any areas that are not completed by the end of the workday are to be protected; the court shall be left secure to prevent vandalism;
- 8.7.4.** Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Project Manager;
- 8.7.5.** Supplier shall not pollute any drainage course or its tributary inlet with fuels, oils, bitumen, acids, insecticides, herbicides or other harmful materials.

## **8.8. MEASUREMENTS**

- 8.8.1.** Mobilization and demobilization, when required shall be measured as lump sum;
- 8.8.2.** Preparation of surface including removal/replacement of equipment and hardware shall be measured as lump sum;

## **8.9. Leveling surface including filling bird-baths, swales, repairing irregularities shall be measured as lump sum;**

- 8.9.1.** Measurement of the crack repair shall be measured by the linear foot;
- 8.9.2.** Measurement of the Tennis Court Resurfacing material shall be measured by the square foot;
- 8.9.3.** Measurement of painting and installation of playing lines shall be measured by linear foot;
- 8.9.4.** Disposal shall be measured as lump sum.

## **8.10. WARRANTY**

- 8.10.1.** Warranties are to be listed on the cost submittal;
- 8.10.2.** Warranty on workmanship must be for a minimum of one (1) year;
- 8.10.3.** Warranty on materials must be for a minimum of manufacturer warranty.

## **8.11. INSPECTIONS**

The inspections listed represent those required at critical points of the construction. However, they do not necessarily represent the total number of inspections for some may be completed concurrently;

**8.11.1.** Preconstruction site meeting;

**8.11.2.** Mobilization setup;

**8.11.3.** Protection measures for existing improvements to remain and other property;

**8.11.4.** Survey of site and verification of existing conditions;

**8.11.5.** Preliminary layout of work;

**8.11.6.** Inspection of materials;

**8.11.7.** Preparation of existing tennis court surface;

**8.11.8.** Resurfacing installation. Color finish application. (Nova Green – Inbound court, Nova Burgundy Out of bound court);

**8.11.9.** Reapplication of playing lines;

**8.11.10.** Preliminary inspection at completion of installation;

**8.11.11.** Final inspection;

8.11.11.1. Supplier shall notify the Project Manager by writing, stating the Supplier has carefully inspected all portions of the work, including all debris and construction equipment has been removed within the limits of work and all conditions of the contract documents have been fulfilled;

8.11.11.2. Upon acceptance of the notice that the work is ready for final inspection, the Project Manager together with Supplier and/or third party inspector shall make joint inspection of the work. If there are no deficiencies, the Project Manager will notify Supplier in writing the acceptance and completion of the project.



## SUPPLIER DISCLOSURES 20-008

All solicitations **MUST** contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any **YES** response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

**Collusion.** Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this solicitation response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

**Conflict of interest.** A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

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

\_\_\_\_\_  
**Signature of Authorized official of company**

\_\_\_\_\_  
**Printed Name**

**Sworn to and subscribed before me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **, 20** \_\_\_\_\_ **.**

**Notary Public:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

## OTHER SUPPLIER DISCLOSURES

*Any response of 'Yes' must be explained in full (separate sheet may be used).*

\_\_\_\_\_  
**Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?



\_\_\_ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

\_\_\_ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

\_\_\_ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

\_\_\_ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

\_\_\_ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

### SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

\_\_\_ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

\_\_\_ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

\_\_\_ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

\_\_\_ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

\_\_\_ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_

**Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the response if the addendum contained information which substantively changes the City's requirements.**

### SOLICITATION RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes \_\_\_ Not yet \_\_\_  
*The City cannot award to a supplier that is not registered and compliant.*

NAME OF COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY /STATE/ZIP: \_\_\_\_\_

PHONE (including area code): \_\_\_\_\_ E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE

NAME (PRINTED)

TITLE (PRINTED)

**ITB 20-008  
PRICE SUBMITTAL: Tennis Court Resurfacing**

Company Name \_\_\_\_\_ Price Valid Through \_\_\_\_\_

**PRICE STRUCTURE** – Complete the following and include associated information specifics for the cost quoted for the total of five (5) courts.

DESCRIPTION	UOM	QTY	UNIT \$	TOTAL \$
Surface preparation, including cleaning and remove/replace nets	LS	1		
Fill bird-baths & level surface for even playing to meet slope & planarity for industry standards	LS	1		
Rite Way Crack Repair	LF	1,500		
Resurfacing/install of color surface	SF	36,000		
Reapplication of playing lines	LF	2,400		
Disposal	LS	1		
Net Replacement	EA	5		
Other add'l charges or fees (specify)				
Other add'l charges or fees (specify)				
Warranty on materials				
Warranty on workmanship				
<b>TOTAL COMPLETED PROJECT COST:</b>				

ANTICIPATED COMPLETION:: \_\_\_\_\_ DAYS from notice to proceed.

\*\*\*\*\*

Additional comments/recommendations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary submittal.*

*The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.*

**COMPLETED BY:**

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

Contact Person: \_\_\_\_\_  
 (Signature) (Printed Name)

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR SOLICITATION RESPONSE MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH SUBMITTAL IF YOU HAVE NOT DONE WORK FOR THE CITY IN THE PAST YEAR.**

## **REFERENCES**

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

**REFERENCE 1:**

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

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 2:**

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

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 3:**

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

Brief Description of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**COMPLETED BY:**

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

Contact Person: \_\_\_\_\_

(Signature)

(Printed Name)



## SUPPLIER REGISTRATION

### Supplier Registration with the City Of Griffin consists of the following:

*The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.*

#### TO REGISTER:

- ✓ Please visit our website at [www.cityofgriffin.com](http://www.cityofgriffin.com)
- ✓ Select "Resources"
- ✓ Select "Register my Business with the City"
- ✓ Complete your registration by following the instructions provided
  - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
    - **Supplier Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of \$2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**
    - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

**Note:** *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

*If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.*



### SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

*Must be included with this response*

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

- A)  My company provides products only for the City (no physical labor or services).
- B)  I am a sole proprietor and have no employees.
- C)  My company is providing labor or services on a one-time basis that amounts to under \$2,500.00.
- D)  My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

---

*BY: Authorized Officer or Agent* *Printed Name* *Date*

---

*Company / Contractor Name* *Title of Authorized Officer or Agent of Contractor*

*While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.*

\*\*\*\*\*

### NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor( s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

**EEV / (E-Verify # issued by Homeland Security IF checked above)**

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated

**ATTACHMENT A**



