

Date Issued: December 2, 2021

Invitation to Bid No.: 22-009

The City of Decatur will accept sealed bids for the following material, equipment or services:

Description: Tennis Court Resurfacing Project

Sealed and marked bids must be received before January 5, 2022 at 2:00pm

Bid will be opened on January 5, 2022 at 2:00 pm on the 7th floor of City Hall

Return sealed bid to:

Regular Mail

City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier

City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractor's License No. (if required)

Telephone

Email

PRICE SHEET

Opening Date: January 5, 2022

Invitation to Bid No.: 22-009

Opening Time: 2:00pm

See the Enclosed Price Table

Prices quoted in all bids for personal property shall be total delivered price.

- A bid bond **IS** required for this ITB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 180 days)

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

By signing this contract, (Insert Company Name) _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Bidder Signature

Company

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid

to a single vendor or multiple vendors when in the best interest of the City. The City reserves the right to award parts of this bid or to reject all bid submissions.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. **Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids.**

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City. The City shall give the Contractor 90 day's written notice of termination.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

A Bid Bond or a certified check in the amount of five percent (5%) of the price bid, or \$10,000, whichever is least, payable to the City of Decatur, must accompany each bid. Performance Bond and Payment Bond, each in the amount of one-hundred percent (100%) of the bid amount, will be required of the successful Bidder.

An electronic version of this bid is available on the City's website at www.decaturlabamaua.com or by emailing purchasing@decaturlabamaua.com. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective January 1, 2014). General Contractors and subcontractors interested in bidding are advised to contact the Sales, Use, & Business Tax Division of the Alabama Department of Revenue for information regarding required

qualifications for exemption. Materials incorporated into the project are exempt from sales and use tax. General contractors and/or subcontractors are advised that the successful bidder will be required to submit a routine application to the Alabama Department of Revenue for an exemption certificate. **The exemption certificate application must be furnished to the City of Decatur Purchasing Department prior to submission to the State of Alabama.**

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid bond not enclosed
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20____

Notary Public

My Commission Expires: _____

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)

**CITY OF DECATUR, ALABAMA
Contractor Pre-qualification Form (PQF)**

This form must returned in your sealed bid submission

Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)			
GENERAL INFORMATION			
1. Company Name:		Telephone:	
Street Address:	Mailing Address:		
2. Contact for Insurance Information (Name):			
Title:		Telephone:	Fax:
3. PQF Completed By (Name):			
Title:		Telephone:	Fax:
ORGANIZATION			
4. Project Description:			

SAFETY, HEALTH & ENVIRONMENTAL PERFORMANCE			
5. Injury & Illness Stats (previous 3 years)	(Year)	(Year)	(Year)
Total Recordable Incidents:	_____	_____	_____
Fatalities:	_____	_____	_____
6. Has your company received any Citations, Notice of Violations, or other penalties relative to safety, health, or environmental within the last three years?			
Yes_____ No_____			
If Yes, please provide detailed explanation.			

7. Does your organization have a "Drug Free Workplace Policy" and/or Program?

Yes No

8. Does your organization have an Accident/Incident Reporting and Investigation procedure?

Yes No

9. Do you have a Safety Orientation Program?

Yes No

10. Do you conduct field safety inspections?

Yes No

11. Do you conduct Safety Meetings?

Yes No

12. Company Safety Health and Environmental contact:

Name: _____

Title: _____

Address: _____

Phone Number: Mobile _____

Office _____

Email Address: _____

13. Company Representative:

Signature _____

Date _____

Specifications for Resurfacing Tennis Courts in Decatur, Alabama

Scope: Repair and resurface tennis courts at multiple sites in Decatur, Al.

***Project to be completed between May 10th and August 12th, 2022.**

Surface Preparation: Clean the area to be surfaced with high pressure washer as necessary to remove any loose material, dirt, stains and mildew.

Repair Cracks and Puddles: All cracks shall be filled with Plexipave Crack Filler, as manufactured by California Products Corp (or equivalent). Any low places which hold water deeper than 1/8 inch shall be filled with Court Patch Mix. After all patching and crack filling, thoroughly sand the courts with a power sander to remove rough edges and imperfections.

Crack Membrane System: At designated locations install the Riteway Crack Membrane system (or equivalent) as per manufacturer's guidelines over the existing structural cracks. The estimated linear feet of cracks to be covered is 3262 linear feet. Contractor is responsible for verifying the length of all cracks.

Acrylic Resurfacer: Over the properly prepared surface apply one layer of Plexipave Acrylic Resurfacer (or equivalent). This material is to be used as a filler coating to reduce porosity and obtain a uniform texture prior to applying the colored surface.

Colored Wearing Surface: Over the Acrylic Resurfacer apply a minimum of two layers of Fortified Plexipave (or equivalent) in accordance with the manufacturer's guidelines.

Colors: The colors shall be a US Open Blue playing area with a US Open green border.

Lines: White lines conforming to U.S. Tennis Association specifications shall be painted using 100% Acrylic Latex Plexicolor Line Paint (or equivalent) applied by brush and using masking tape.

Net Posts: Net posts shall be sanded and painted with a black, high quality enamel paint. Net posts should also be inspected for structural integrity and replaced where necessary.

Nets: Nets that are missing or damaged will be replaced with Six Star II or Edwards 40 LS net.

Contractor Qualifications: The contractor shall have a minimum of ten (10) years of experience in tennis court construction and shall be approved by the manufacturer of the materials to be used. The contractor shall also be a Certified Tennis Court Builder as designated by the American Sports Builders Association (ASBA). The Certified Tennis Court Builder must be an employee of the Tennis Court Contractor and shall oversee all phases of the resurfacing process.

Licensing: The successful bidder must obtain all necessary state and local licenses prior to bidding the project. Any contracts over \$50,000 require a State of Alabama General Contractor's License with appropriate limits and designation.

Weather Conditions: All work must be done when the temperature is above 60 degrees F.

Base Bid

The Base Bid will include the courts at the following locations. Jimmy Johns Tennis Center (18 courts), Wilson Morgan (6 courts), Delano Park (4 courts), Julian Harris Park (2 courts), Carrie Mathews Park (2 courts), Austin Middle School (3 tennis courts to be converted to 6 Pickle ball courts), and Pop Oliver Park (1 tennis court converted to 2 Pickle ball courts).

All cracks at Jimmy John’s, Wilson Morgan and Delano will be repaired with the Riteway Crack Membrane System (or equivalent).

All cracks at Julian Harris, Carrie Mathews, Austin Middle School, and Pop Oliver Park will be repaired with the Plexipave Crack Filler (or equivalent).

Austin Middle School (3 courts) and Pop Oliver Park (1 court) will be converted into eight Pickle ball courts. The tennis posts and nets will remain as a backstop for the Pickle ball courts. A Pickle ball court will be placed on each side of the tennis court (2 per court). Permanent Pickle ball posts and nets will be installed. The Pickle ball courts will be colored US Open Blue inside the lines and US Open Green on the outside. The “Kitchen” area of the courts will be painted Red.

The Wilson Morgan courts will be fitted with six foot high black “Tuffy Windscreen”. Windscreens will be installed along the back and two sections of the sides on all six courts. “Tuffy” windscreen is a 10 oz. microfiber fabric with lock-stitch hems and will require 680 linear feet.

If an “equivalent” product to Plexipave/Plexicolor will be used, contractor should provide the name of the equivalent product in the bid. All products should come from the same manufacturer.

Alternate bids

Alternate bids will be given for Walter Jackson Park (2 courts) and Flint City Park (4 courts).

All cracks at these courts will be repaired with the Plexipave Crack Filler (or equivalent).

Description	Amount
Total Base Bid	
Alternate #1 Walter Jackson	
Alternate #2 Flint City Park	

Alternate #3 Delano Park	
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To schedule a site visit contact Dan Lucas at dllucas@decatur-al.gov or by phone at 256-341-4948 or Johnathan Gruber jgruber@decatur-al.gov or by phone at (256) 260-5660 (cell).