Invitation For Bids (IFB)

For
Resurfacing 10 Tennis Courts at
Rose and Pioneer Parks
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A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for resurfacing 10 tennis courts at Rose and Pioneer Parks complete for the Owner Parks, Recreation and Public Lands Department (hereinafter referred to as Owner). The successful bidder agrees to provide Owner with an acceptable quality of material/service, performance and workmanship as determined by the Owner.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the Owner. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods. The bidder will be selected based upon their skill sets, ability and integrity to fulfill the contract obligations.

B. Instructions to Bidders

Sealed bids entitled Resurfacing 10 Tennis Courts at Rose and Pioneer Parks for the Owner Parks, Recreation and Public Lands Department, Billings, Montana, must be sent and addressed to the City Clerk of Billings, Montana, at the office of the City Clerk, 210 N. 27th Street, Billings, Montana 59101, up until 2:00 PM (MST) on Tuesday, December 31, 2013.

More specific additional information regarding this IFB may be obtained by contacting Mark Jarvis, Park Planner at phone number 406-657-8367 address 390 North 23rd Street, Billings, MT 59101 or email jarvism@ci.billings.mt.us.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the Owner, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the Owner. If no contract is entered into, by the successful bidder, within sixty (60) days the bond will be forfeited to the Owner.

Successful bidders will be required to furnish an approved Performance Bond, Labor and Materials Bond, or Payment Bond in the amount of one hundred percent (100%) of the contract amount.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, December 31, 2013.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the Owner, Montana.
The Owner is an Equal Opportunity Employer.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

1. Carefully examine the Standards and Specifications as well as all other attached documents;
2. Fully inform themselves of the existing conditions and limitations;
3. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to the office of the City Clerk at City Hall, 210 North 27th Street, Billings, Montana 59101 (P.O. Box 1178, Billings, MT 59103), before 2:00 PM (MST) on Tuesday, December 31, 2013.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, email, fax or telegraphic bids or modifications will be considered.

CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration or erasure has been initialed in INK by the authorized agent signing the bid.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Mark Jarvis, Park Planner at 390 North 23rd Street, Billings, MT 59101, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidder’s agent or designee, with his/her usual signature. A bid submitted by a partnership must be signed with the partnership name to be
followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidders must honor their bid price for sixty (60) days from the date of sealed bid opening.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE

The bidder certifies that they can provide a statement and meet the Owner minimum Commercial General Liability insurance requirements of $750,000 per claim and $1,500,000 per occurrence, and the City being named as an additional insured. The certificate will be provided to the City prior to contract execution.

EVIDENCE OF QUALIFICATION

Upon request of the Owner, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
3. Whether the bidder can perform the contract within time specified.
4. The quality of performance of previous contracts, agreements and/or performance.
5. Previous and/or existing compliance by the bidder with laws relating to the contract or services.
6. Such other information which may be secured having a bearing on the decision to award the contract.

**CONTRACTORS’ GROSS RECEIPTS TAX AND PREVAILING WAGE RATES**

The bidder understands that, if applicable, all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars ($5,000) or more.

The bidder also understands that, if applicable and unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor’s workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

**C. Time for Performance.**

This Contract becomes effective when signed on behalf of the Owner.

The Contractor shall commence performance of the Work described in Contract Requirements and Specifications on receipt of written Notice to Proceed. A Notice to Proceed will be issued by the Owner on or about February 1, 2014. All work and cure times shall be completed by May 15, 2014 to be ready for state A Tennis Tournament. Upon notice to proceed, Contractor shall prepare a Work Plan Schedule and timeline for the project.

**D. Liquidated Damages**

Contractor and Owner recognize that time is of the essence and that the community will suffer financial loss if the work is not completed within the times specified in C. Time of Performance above. Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner up to $150.00 for each day that expires after the time specified above.
E. Contract Requirements and Specifications

This work includes furnishing all tools and equipment and furnishing and installing all materials necessary to repair, re-surface, re-coat and re-stripe 10 existing asphalt tennis courts, 4 at Rose Park and 6 at Pioneer Park. This project will include cleaning, milling, crack repair, low area filling, resurfacing, color coating and striping each court according to USTA standards.

The Owner shall provide the following at both sites:

1. Spray weeds within the tennis court surface 2 weeks prior to starting project.
2. Provide water access to each site.
3. Provide containers for garbage removal for each site.

Work to be completed by contractor:

Rose and Pioneer Parks

1. Power wash tennis court surfaces to clean and remove stained areas.
2. Scrape off all surface flaking, raised cracks and loose surfacing material.
3. Mill any raised and rough areas where the surfacing material is delaminating or bubbling flush with the existing asphalt sub base. Patch as necessary to make flush with surrounding surface using the appropriate patching material in preparation to accept acrylic resurfacing coatings.
4. Mill all raised and structural cracks flush with the existing asphalt sub base. Patch as necessary to make flush with surrounding surface using the appropriate patching material in preparation to accept acrylic resurfacing coatings.
5. Power wash or air blow surface and cracks to remove all loose debris.
6. Dispose of loose material in garbage containers provided.
7. Structural cracks shall be filled with LayKold Deep Patch high strength acrylic cement, or approved equal, according to manufacturer’s recommendations. Install Rightway crack repair fabric, or approved equal, according to manufacturer’s recommendations. Top dress cracks repaired with the fabric with at least one coat of acrylic resurfacar prior to coating the entire surface. There is an estimated 375 lineal feet at the 4 Rose Park tennis courts and 1,345 lineal feet at the 6 Pioneer Park tennis courts of structural cracking that may require milling, filling and crack repair fabric. The actual lineal footage of structural cracks requiring crack repair fabric shall be determined by the Owner and Contractor. Contractor will be paid for actual lineal footage of crack repair fabric provided and installed as stated in the Unit Price and as verified by Owner.
8. All other cracks not considered structural and not requiring repair fabric shall be filled and leveled flush with the surrounding surfaces with
LayKold Deep Patch high strength acrylic cement, or approved equal, according to manufacturer's recommendations. Sand all filled cracks level with surrounding court surfaces as necessary.

9. All areas holding 1/8" of water (birdbaths) for more than one hour after flooding shall be filled and leveled flush with the surrounding surfaces with LayKold Deep Patch high strength acrylic cement, or approved equal, according to manufacturer's recommendations. All patches shall be sanded level with surrounding court surfaces as necessary.

10. Apply two coats over the entire surface of Laykold acrylic resurfacer, or approved equal, according to manufacturer’s recommendations.

11. Apply two coats of an approved tennis court colored coating to the entire tennis court surface according to manufacturer’s recommendations. Provide light green to the exterior and dark green to the interior surfaces.

12. All color coats shall contain sand per USTA Standards.

13. Playing lines shall be taped, primed and painted with textured acrylic line paint, 2” wide per USTA specifications.

F. Pre-Bid Meeting

A pre-bid meeting will be held **Thursday December 19, 2013 at 1:00 P.M.** at the Parks and Recreation offices at 390 North 23rd Street Billings Montana. This meeting will be held to discuss the project and provide clarification to the Invitation For Bids.

G. Pricing and Addendum

I/We acknowledge Addendum #___________ Initial______________.

**BASE BID**

At Rose Park tennis courts (4 total) please provide a bid net price at which you will agree to furnish the required work, goods and services delivered and installed.

TOTAL BID PRICE ______________________________________dollars

and _____________________________________________ cents ($________________________ )

(words) (figures)
ALTERNATIVES

The following alternate prices may be used to adjust the contract sum in the event the Owner desires to change the scope of work. The Manufacturer understands the Owner reserves the right to select any, all or none of the alternate prices, without regard to order stated, and to adjust the contract amount accordingly. All alternate prices shall be for all work required to furnish and install, including incidentals, complete-in-place systems.

Alternative #1 (Additive): At Pioneer Park tennis courts (6 total) please provide a bid net price at which you will agree to furnish the required work, goods and services delivered and installed.

______________________________________ dollars
and ___________________________________ cents ($_____________________

Alternative #2 (Additive): At Pioneer Park tennis courts (6 total) please provide a bid net price at which you will agree to furnish the required work, goods and services delivered and installed to replace the Laykold acrylic resurfacer or equal with Laykold Nusruf flexible acrylic resurfacer or equal.

______________________________________ dollars
and ___________________________________ cents ($_____________________

UNIT PRICES

The following unit prices may be used to adjust the contract sum in the event the Owner desires to increase or decrease the scope of work. The Contractor understands the Owner reserves the right to select any, all or none of the unit prices, and to adjust the contract amount accordingly. All unit prices shall be for all work required to furnish and install, including incidentals, complete-in-place systems. Unit price items may or may not be included in the base bid work. No adjustment to base bid and alternative amounts shall be made without written authorization prior to commencement of work.

Unit Prices will be for additions to and deduction from the base bid or additive alternatives via the Change Order process. Unit prices assume items are complete-in-place.
UNIT PRICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide and install Rightway crack repair fabric, or approved equal, according to manufacturer’s recommendations. Price per lineal foot.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

____________________________ ____________________ ___________
Company Name Date

____________________________
Contact Name (please print) Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

H. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the Owner. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The Owner reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the Owner.

No exception to delivery or service dates shall be allowed unless prior written
approval is first obtained from the Owner.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys’ fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court,
Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana’s Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.
I. Conditions and Non-Collusion Agreement

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the products/services to the location and by the date set forth herein, if applicable.

In signing this bid, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

_________________________________  _______________________________
Legal Name of Firm/Corporation    Authorized Signature

_________________________________
Address

_________________________________
City/State/Zip

_________________________________
Date

_________________________________
Telephone Number
J. Intent to Respond Form

Fax or email the following Intent to Respond form to Mark Jarvis within two (2) days of the Bid Opening date of December 31, 2013 even if your company chooses NOT to participate.

To: Parks, Recreation and Public Lands  
Attn: Mark Jarvis, Park Planner  
Phone: 406-657-8367  
Fax: 406-247-8641  
Email: jarvism@ci.billings.mt.us.

From: ________________________________ Contact Name  
________________________________ Company Name  
________________________________ Company Address  
________________________________  
________________________________ Email Address  
________________________________ Phone Number  
________________________________ Fax Number

Please indicate whether or not you intend to submit a bid on: January 14, 2014 by checking Yes or No.

We intend to respond by the specified due date:  
Yes ________  No ________

_____________________________ _______________ ___________  
Company Name  
Date

_____________________________  
Contact Name (please print)  
Title

_____________________________  
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.