

**Town of Waterford
Board of Selectmen
Request for Proposals
TENNIS COURT SURFACE REPAIRS
BID #20-105**

The Purchasing Agent will accept sealed proposals for the **TENNIS COURT SURFACE REPAIRS** until 11:00 A.M. on July 10, 2020 in the Louise Appleby Room at 15 Rope Ferry Road, Waterford CT 06385. Bids can also be submitted electronically at sealedbids@waterfordct.org. Bid opening will be accessible via Zoom. Please see the Town of Waterford's website at <http://www.waterfordct.org> for packets and all information regarding this Bid.

A walk through is scheduled for June 30th at 10:00 a.m. first commencing at 285 Bloomingdale Road, Quaker Hill, Ct. 06375. then to the other locations.

Vendors are asked to register on our Web Site through the vendor link. Any questions regarding this proposal are to be directed to the Purchasing Agent at rdummett@waterfordct.org.

The Board of Selectmen reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.

Rawle Dummett
Purchasing Agent

TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS

1. Sealed bids (**one ORIGINAL & TWO copies**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.

9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for five percent (5%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Waterford will not be liable for the accrual of any interest on any certified check submitted.
11. A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. This submission must be received within five days of contract award. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond. The Performance and Payment Bonds will be returned upon completion and acceptance of the job.
12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.

14. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
15. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
16. The Bidder agrees to pay its labor force Prevailing Wage Rates **when applicable** and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
17. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
18. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.
19. The successful Bidder shall be required to enter into an Agreement with the Town of Waterford Utility Commission that contains a liquidated damages clause in the amount of \$500 per day that expires after the specified times of completion until the work is substantially complete.
20. All claims, counter-claims, disputes and other matters in question between the municipality and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration at a location within New London County, if the parties mutually or in a court of competent jurisdiction within the district in which the municipality is located.

Additional Information:

All Questions must be submitted in writing to both the purchasing agent via email at rdummett@waterfordct.org within two to four (2-4) working days prior to the date of the bid opening. If at any time of the scheduled Bid opening, Town Hall or the Office of Procurement is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the Bid opening will be postponed until 11:00 a.m. the next business day. Bidders are reminded to check the web site for updates and information or email the purchasing agent at rdummett@waterfordct.org . Proposals will be accepted until that date and time.

Rights Reserved to the Town

The Town reserves the right to award in part, to reject any and all bids, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

INSURANCE REQUIREMENTS

Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name **the Town of Waterford, its employees and agents as Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

The Town of Waterford and Wright-Pierce must be named as "Additional Insured" on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

TOWN OF WATERFORD
NON-COLLUSION STATEMENT

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Email: _____

Telephone Number: _____

CONTRACTOR INFORMATION SHEETS

(These sheets must be completed and included with Bid)

COMPANY NAME: _____

ADDRESS: _____

ESTABLISHED: _____

(Month) (Year)

TYPE OF ORGANIZATION: *(Circle One)*

A) Individual

B) Partnership

C) Corporation

D) Joint Venture

E) Other _____

(Specify)

(If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS

YEARS OF WORK IN A RELATED FIELD: _____

(Described Any Related Work)

EQUIPMENT AND EMPLOYEES:

Provide a list (attached to this sheet) of equipment and employees anticipated to be utilized for this work.

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ *Yes/No* If "Yes", please explain:

Subcontractor Name(s): _____

PROJECT MANAGER: _____

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

OR: (1) The number of employees ___

(2) Completed this form within one year_Yes___No

FOR SEALED BIDS: If your company has completed this form within one year please forward a photocopy of the initial form with your bid. If significant changes have taken place within the past year, please update the information on this form.

REQUIREMENT Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Relations Commission with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

TYPE OF BUSINESS

TYPE OF ORGANIZATION

_____Corporation__Partnership__Individual

If unit filing this application is not the above-named company, give the name, address and telephone number of reporting unit. (Branch, agent, representative)

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor/bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete and correct to the best of my knowledge and belief.

Date Signature Title

Subscribed and sworn to before me at _____, Connecticut, this ____
Day of 20____.

**DEADLINE FOR PROJECT COMPLETION IS WITHIN ONE MONTH
AFTER ISSUING PURCHASE ORDER**

Scope of Work:

**WATERFORD RECREATION & PARKS COMMISSION
TENNIS COURT SURFACE REPAIRS
SPECIFICATIONS AND INFORMATION:**

The Waterford Recreation and Parks Commission would like to request proposals for the Tennis Court's Repair Project. The eight courts are located in Waterford Ct. at the following locations:

Quaker Hill School	(2 courts)	285 Bloomingdale Road, Quaker Hill, Ct. 06375
Leary Park	(4 courts)	739 Vauxhall Street Ext. Waterford, Ct. 06385
Waterford Beach Park	(2 courts)	317 Great neck Road, Waterford Ct. 06385

Specifications and Requirements, All Court Surfaces:

- All courts are standard size, 78' x 36' bituminous concrete.
- Court surface /cracks must be thoroughly air blown and pressure washed.
- Existing failed crack repair system is to be scraped and removed.
- A crack repair method such as *Armor Crack Repair System* or equivalent is to be used to fill & seal all cracks. To include acrylic binder, adhesive, mesh screen, fabric, and acrylic re-surfacer.
- Application of *Latexite* acrylic color coating paint (matching existing) or equivalent to all crack repairs.
- All playing lines that are disturbed are to be touched up with acrylic white line paint.
- A two-year warranty on all repairs is to be included.
- Coordination of the scheduling of repairs is to be done by contacting the Recreation & Parks Office at 860-444-5881.
- Repairs are to be made following *Armor Crack Repair Manufacturer* or equivalent *instructions* to include surface preparation, crack repair methods, and taking into consideration weather requirements such as temperature and wet court conditions. Proper materials and tools are to be utilized.
- All debris to be removed daily and properly disposed of. Work area is to be cleaned at the end of each workday.
- Contractor is responsible for posting signs and blocking off court areas when they need to be closed to the public.

Court Specific Additional Repair Requirements:

- **LEARY PARK:** In addition to specifications/requirements above, rout where necessary, utilize a *Latexite* acrylic crack/leveling compound or equivalent to repair center strap area on one court.

Inspection of Work

Prior to the completion of work, the contractor shall:

- A. Schedule an inspection of all court areas with a representative from the Waterford Recreation and Parks Department for acceptance and approval.
- B. Remove from the job sites all tools, surplus materials, equipment, scrap, debris, and waste. Dispose of all debris in accordance with local regulations.

**TOWN OF WATERFORD
BID SUBMISSION FORM**

Quaker Hill School Two (2) Courts

Bid amount...\$ _____

Bid submission in words; _____

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Email address: _____

Telephone Number: _____

**TOWN OF WATERFORD
BID SUBMISSION FORM**

Leary Park Four (4) Courts

Total Bid amount...\$ _____

Bid submission in words; _____

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Email address: _____

Telephone Number: _____

**TOWN OF WATERFORD
BID SUBMISSION FORM**

Waterford Beach Park Two (2) Courts

Total Bid amount...\$ _____

Bid submission in words; _____

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Email address: _____

Telephone Number: _____