CITY OF GAINESVILLE
REQUEST FOR PROPOSAL

RFP No. 14017
TENNIS COURT RESURFACING

Proposal Release: August 7, 2013
Pre-Proposal Meeting Date: August 21, 2013
Proposal Questions Deadline: August 23, 2013
Proposal Due Date: September 6, 2013

Approved for Release: J. Melvin Cooper
J. Melvin Cooper, CPRP
Director
Gainesville Parks and Recreation Agency

Postal Return Address: City of Gainesville
                 Parks and Recreation
                 830 Green Street NE
                 Gainesville, GA 30501

Courier Delivery Address: City of Gainesville
                     Parks and Recreation
                     830 Green Street NE
                     Gainesville, GA 30501
City of Gainesville  
Parks and Recreation  
Request for Proposal  

RFP No. 14017  
Tennis Court Resurfacing  

Sealed Proposals will be received by the City of Gainesville, Parks and Recreation Agency, 830 Green Street NE, Gainesville, GA 30501 until 3:00 p.m. Friday, September 6, 2013, for resurfacing of Tennis courts at Longwood Park (8) located at 52 Pearl Nix Parkway, City Park (4) located at 712 Glenwood Drive, Roper Park (1) located at 171 Virginia Circle, Gainesville, GA. 30501.

OVERVIEW

The City of Gainesville, Georgia (Hereafter also referred to as “The City”) seeks proposals to resurface asphalt based tennis courts at the above locations.  NOTE: City Park and Roper Park Courts are to be submitted as “Alternates”.

The City desires to contract with a vendor to resurface the courts for the Agency.

PROPOSAL CORRESPONDENT

Upon Release of this Request for Proposal, all vendor communications concerning this acquisition must be directed to the Parks and Recreation correspondent listed below:

Jeff Morrison, Parks Division Manager  
City of Gainesville Parks and Recreation  
830 Green Street NE, Gainesville, GA. 30501  
Phone: 770-538-4950  
FAX: 770-531-2681  
jmorrison@gainesville.org

Unauthorized contact regarding the proposal with other Gainesville City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Gainesville. Vendor should rely only on written statements issued by the proposal correspondent.
PROPOSAL QUESTIONS

All questions must be submitted in writing to the proposal correspondent named above. Questions must be received by 10:00 a.m. August 23, 2013. A list of questions and answers will be provided to all known proposers and by request. Requests may be made to the proposal correspondent named above.

PROPOSAL RESPONSE DATE AND LOCATION

Gainesville Parks and Recreation must receive the vendor’s proposal in a sealed envelope, in its entirety, not later than 3:00 p.m., Daylight Savings Time in Gainesville, Georgia on Friday, September 6, 2013. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Gainesville and may not be returned. One (1) original and two (2) copies of this proposal must be submitted to allow for evaluation. Proposals must be clearly marked on the outside of the package:

Tennis Court Resurfacing RFP #14017

Vendors assume the risk of the method of dispatch chosen. The City of Gainesville assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Proposal Schedule:

Proposal Release: Wednesday, August 7, 2013

Pre-Proposal Meeting: Wednesday, August 21, 10:00 AM, 2013 – Longwood Park

Proposal Questions Deadline: 10:00 AM, Friday, August 23, 2013

Proposal Due Date: 3:00 PM, Friday, September 6, 2013

Award Date: Wednesday, September 11, 2013

Resurfacing Schedule: October/November?? 2013

WAIVER OF TECHNICALITIES

All items must meet or exceed specifications as stated by the City of Gainesville. The City of Gainesville reserves the right to waive any technicalities and to reject or accept any Proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Gainesville. Award may be made by item number or in total. Determination of best response to proposal will be the sole judgment of the City of Gainesville. Proposals shall remain valid for ninety days from the date of proposal opening.

PROPOSAL REJECTION

The City of Gainesville reserves the right to reject any or all proposals at any time without penalty.
Any vendor, who acts as a supplier to another vendor submitting a proposal and also submits a proposal of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or practice of unethical or immoral business practices. Any vendor associated with this practice may be banned from doing business with the City of Gainesville for up to three years.

MODIFICATION OF PROPOSALS

Any clerical mistake that is patently obvious on the face of the proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the proposers. A nonmaterial omission in a proposal may be corrected if Gainesville Parks and Recreation or the Administrative Services Department determines that correction to be in the City’s best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after Proposal opening:

1. Price Information; and
2. Any required Insurance

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the proposal opening. After proposals have been publicly opened, withdrawal of a proposal shall be based upon the following:

The Proposer shall give notice in writing of his claim of right to withdraw his proposal due to an error within two business days after the conclusion of the proposal opening procedure. Proposals may be withdrawn from consideration if the price is substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer’s original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be the low proposal.

PROPOSER’S RESPONSIBILITY

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposer’s failure to perform satisfactorily or complete any written contract.
City’s termination for default of a previous contract with a proposer, within the past three years, shall be deemed to be such a failure.

• The previous and existing compliance by the Proposer with laws relating to the contract or service.

• Evidence of collusion with any other Proposers, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future proposals, for a period not less than three years.

• The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposer shall affirmatively disclose to the City all such convictions, especially of management personnel or the proposers as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City’s sole option and discretion, for termination for default subsequent to award or execution of the contract.

• If the proposer will be unable, financially or otherwise, to perform the work.

• At the time of the proposal opening, the proposer is not authorized to do business in the Georgia, or otherwise lacks a necessary license, registration or permit.

• Any other reason deemed proper by the City.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Gainesville, the City of Gainesville is neither endorsing nor suggesting that the vendor’s product is the best or only solution. The vendor agrees to make no reference to the City of Gainesville in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Gainesville.

PROPRIETARY PROPOSAL MATERIAL

Any information contained in the proposal that is proprietary will be neither accepted nor honored. All information contained in this proposal is subject to public disclosure.

RESPONSE PROPERTY OF THE CITY OF GAINESVILLE

All material submitted in response to this request becomes the property of the City of Gainesville. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The City of Gainesville reserves the right to refrain from contracting with or purchasing from any vendor. The release of this proposal does not compel the City of Gainesville to purchase.

COST OF PREPARING PROPOSALS

The City of Gainesville is not liable for any cost incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this proposal.

NUMBER OF PROPOSAL COPIES REQUIRED
Vendors are to submit one (1) original Proposal and one (1) copy.

**ADDENDA**

Proposers are responsible to check the City of Gainesville’s website for the issuance of any addenda prior to submitting a proposal. The address is [http://www.gainesville.org/purchasing](http://www.gainesville.org/purchasing)

**PROPOSAL AWARD AND EXECUTION**

The City will select the proposal that, in its sole discretion, is the most responsive and responsible proposal to the City. The City reserves the right to make any award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specification may be altered by the City of Gainesville based on the vendor’s proposal and an increase or reduction of services with the manufacturer may be negotiated before proposal award and execution.

**TAX EXEMPTION**

The City of Gainesville is exempt from all Federal and State Tax. Do not include tax in your proposal.

**LOCAL VENDOR PREFERENCE**

*Local Vendor* means a bidder or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of Gainesville, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.

A local vendor may receive an opportunity to match for purchases, bids, proposal or contracts over $20,000 and less than $100,000. The local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 3% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, services and conditions, then the local vendor shall be awarded the contract.

In the event the price proposal of more than one local vendor is within 3% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest bid within 3% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposal within 3% of the lowest overall bid by a non-local vendor.

*Policy to be stated.* This policy shall be so stated in all applicable solicitations.

*Exemptions.* This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia (O.C.G.A §36-91 or §32-4).

**PROPOSAL REQUIREMENTS/EVALUATION CRITERIA**

The City will evaluate all written submittals. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All Proposals must meet the specification as outlined in this Proposal. The City reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may
be rejected by the City. Dates and documentation included in the proposal become public information upon award of the contract. Interested firms must follow the process outlined in the following pages in submitting their proposal.

The following criteria, not listed in order of importance, will be used to evaluate proposals.

- Terms, condition and pricing of purchase, service, or lease agreement.
- The financial ability of the proposer.
- If the City chooses this option, the cost of the proposer’s warranties and/or maintenance agreement and scope of coverage.
- Depth of the proposer’s experience
- Type of durability and quality of product(s).
- Types and cost of amenities available for the product(s).

Proposer Requirements

- Proposer must have five years of continuous experience.
- Bid bonds shall be required for all projects costing fifty thousand dollars ($50,000.00) or greater. Performance and payment bonds shall be required for all contracts where the cost is fifty thousand dollars ($50,000.00) or greater. The City may, at its discretion, require bid, performance, and payment bonds for any contract where cost is less than the previously stated thresholds. In Lieu of the bid bond described above, an offeror may submit with the bid or proposal a cashier’s check, certified check, or irrevocable letter of credit payable to the City in an amount not less than 5% of the purchase price specified in the bid or proposal provided that the form of such letter of credit and the lending institution have been approved by the City in advance. This section shall apply to projects not otherwise governed by State Law.
- Proposer must provide evidence, satisfactory to the City, of the following insurance requirements:
  - Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Gainesville named as an additional insured hereunder.
  - The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

  - **Bodily Injury by Accident:** $100,000 each accident
  - **Comprehensive General Liability:** $1,000,000 per occurrence
  - **Automobile Liability:** $1,000,000 per occurrence for bodily injury
  - **Automobile Liability:** $1,000,000 per occurrence for property damage
  - **Workers’ Compensation** Statutory Limits
Proof of Insurance

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Owner.

**SCOPE OF WORK** (Product/Service Requirements)

The following specifications are provided as a minimal requirement only. The City will consider any product/service that meets or exceeds the minimum requirements. Proposers shall provide information regarding the proposed product/service for evaluation by the City.

Contractor to provide all necessary services and materials for the Tennis Courts listed and located in Gainesville, Georgia, per the following specifications.

**A. OBJECTIVE**

To Repair and Resurface listed tennis courts as required to bring the courts up to the standards required by Gainesville Parks and Recreation.

**B. QUALIFICATIONS OF CONTRACTORS**

To demonstrate the qualifications for this Project, each Company submitting a Proposal must supply, along with their Proposal, references of their work performed and satisfactorily completed in the past two (2) years.

**C. INTERPRETATION**

All questions about the definition and intent of these specifications shall be directed to the Project Manager so designated by Gainesville Parks and Recreation.

**D. EXAMINATION OF SITE AND SPECIFICATIONS**

Before submitting a proposal, each Company must:

1. Examine the specifications and scope of work thoroughly;
2. Visit each site to familiarize themselves with conditions at each site that may affect the performance of the work;
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
4. Carefully correlate observations with the requirements of the specifications.

Any cost incurred or implied in the preparation of this proposal will be at the expense of the Company and Gainesville Parks and Recreation will not honor any request for reimbursement of costs incurred.

The Submission of a Proposal will constitute an incontrovertible representation by the Company that they have complied with all of the above requirements.

**E. RESURFACING MATERIALS AND APPLICATIONS**
When submitting a proposal, the Company should identify the manufacturer of the product chosen and submit along with the proposal, the manufacturer’s product data, including surface and crack preparations and application instructions and color samples.

1. Approved materials are:
   a. Laykold Colorcoat
   b. Southern Sport Surfaces
   c. Color Coat
   d. Sportmaster
   e. Other Fast Dry resurfacing material upon approval by owner

2. Delivery, Storage, and Handling
   a. Deliver materials to site in manufacturer’s original, unopened containers and packaging with labels clearly identifying product name and manufacturer.
   b. Store and handle materials in accordance with manufacturer’s instructions.
   c. Keep materials in manufacturer’s original, unopened containers and packaging until application.
   d. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
   e. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.

3. Do not apply asphalt tennis court surface color coating when air or surface temps are below 50 degrees F during application or within 24 hours after application.

4. Do not apply asphalt tennis court surface color coating when rain is expected during application or within 24 hours after application.

5. **All courts will be resurfaced with blue playing surface with green border outside.**

6. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.

7. A. Depressions – prior to applying material, level any depressions 1/8” or deeper with patch binder in accordance with manufacturer’s instructions using one or more coats of asphalt emulsion filler course.

   B. Cracks – Cracks greater than 1/8” wide shall be repaired and sealed as follows:
      1. Cracks are first cleaned, all loose material removed and dried.
      2. An approved and sufficient asphalt acrylic emulsion Crack filler is applied and worked into the crack with pressure to insure that all spaces are filled with material.
      3. Excess material is removed and once dried the crack is smoothed to remove any ridges.

   C. **LONGWOOD PARK ONLY - Bumps** – There are **approximately 100** lineal feet where either a root or fungus has caused the asphalt to rise. The asphalt in these areas is to be saw cut out, the obstruction removed, repacked with cold mix asphalt level with existing surface, and asphalt emulsion applied in one coat followed by two (2) applications of Acrylic Resurfacing materials of the same color as the court materials.

8. Asphalt acrylic emulsion liquid binder material of a neutral color shall be applied to the cleaned surface in one application to obtain an application rate of 0.06 to 0.08 gallons per square yard based on the material prior to any dilution.

9. Dilution of resurfacing material with water to obtain workability is permitted. The dilution material shall be homogenous and segregation shall not be tolerated. Water fogging on hot surfaces will be permissible prior to application but standing free water is prohibited.
10. Asphalt acrylic emulsion color coating material shall be applied on the clean, dry underlying surface with a minimum of two (2) applications in accordance with manufacturer’s instructions.
11. Allow material drying times in accordance with manufacturer’s instructions before applying materials or opening completed surface to foot traffic.
12. The finished surface shall be smooth and free of any ridges, valleys and tool marks.

F. PLAYING LINES
After the surface has thoroughly cured, layout tennis court line markings in accordance with USTA Rules of tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved line paint.

G. NET POSTS
All net posts are to be wire brushed and painted with a rust resistant paint.

H. CLEAN UP
Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.

I. PROTECTION
Allow a minimum of 24 hours curing time before opening tennis courts for play.

J. CLEAN UP
Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.

PROPOSAL FORMAT
Responders are required to provide, at a minimum, the following:

- Proposal Certification pages (Completed)
- Service References (Minimum of five to include contact information)
- Include a brief overview and history of your company, including but not limited to the following: Number of years in business; owner of business (show parent company if subsidiary) and headquarters location (address, city, county, state, country, phone number)
- Copy of Business License and any other licenses that pertains
- Copy of Certificate of Insurance as stated in this document

Responsibilities of the Proposer
The Proposer, at its sole expense shall, as it pertains:

- Deliver a quality product/service.
- If the City selects this option, provide routine maintenance and service included replacing all parts of Equipment which are faulty and/or worn out.
- Repair or replace inoperable items within 48 hours of notification by the City.
• Comply with all laws, ordinances, regulations, requirements and rules with respect to the maintenance of the (product).

**The City of Gainesville is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

**SELECTION CRITERIA**

The successful proposer will be selected based upon responses to the required information. In selecting a company, The City of Gainesville will consider all items required by the RFP. A review committee consisting of one or more persons will be established to review, evaluate and rate all proposals. The review committee will assess and rate proposals on the basis of criteria provided in the RFP.

It is the responsibility of the Proposer to provide in its submittal all information requested. The City of Gainesville must be able to clearly determine from the information provided, the Contractor’s capability to perform the services requested. The proposer cannot presume that the City of Gainesville has the expertise or experience of the Contractor unless it is so stated.

Proposals will be scored according to the Selection Criteria presented below. Proposals will be ranked based on scores up to a maximum of 100 points with limits as identified per category. The City of Gainesville Parks and Recreation reserves the right to interview the top two providers that are submitted.

**Selection Criteria**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost (All Inclusive)</td>
<td>45</td>
</tr>
<tr>
<td>References and experience</td>
<td>20</td>
</tr>
<tr>
<td>Timeframe to begin and complete project</td>
<td>20</td>
</tr>
<tr>
<td>Warranty</td>
<td>10</td>
</tr>
<tr>
<td>Customer Service as it relates to response to this RFP</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>
Proposers must return the following certification with their proposals.

With my signature, I certify that I am authorized to commit my firm to the Proposal and that the information herein is valid for 90 days from this date.

I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City’s request.

Proposers Signature __________________________ Date ____________________

Name (printed) __________________________ Title __________________________

Unofficial Witness Signature __________________________ Date ____________________

Name (printed) __________________________ Title __________________________

Company __________________________ In Business since __________________________

Address _______________________________________________________________________________________

Phone __________________________ Fax __________________________

Email Address _______________________________________________________________________________________

________________________________________________________________________________________

Notary Public

Commission Expires: __________________________
This form must be completed and signed for bid to be considered.

Postal Return Address: City of Gainesville
Parks and Recreation
830 Green Street NE
Gainesville, GA 30501

Courier Delivery Address: City of Gainesville
Parks and Recreation
830 Green Street NE
Gainesville, GA 30501

Proposal Response: $ __________________ Longwood Tennis Center (8) (Lump Sum Total)
Alternate #1 $ __________________ City Park Tennis Courts (4) (Lump Sum Total)
Alternate #2 $ __________________ Roper Park Court (1) (Lump Sum Total)

Please attach with your complete turn-key proposal pricing structure.

Comments/Terms/Special Conditions: __________________________________________
__________________________________________________________________________
__________________________________________________________________________

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms and conditions.

Signed, sealed, and delivered
(Name of Company)

In the presence of:

(Person authorized to sign binding contract)

Title: ____________________________

Unofficial Witness

Title: ____________________________

Notary Public

Commission Expires: ____________

(Officer of Company if Corporation)

Title: ____________________________