

Town of Londonderry, Vermont

100 Old School Street
South Londonderry, VT 05155
802-824-3356
www.londonderryvt.org

INVITATION TO BID

RFP NO. 2021-04

DATE: April 26, 2021

PROJECT TITLE: Pingree Park Tennis Court Resurfacing

PROPOSAL DUE DATES: Sealed bid proposals are due by **May 17, 2021**, no later than 2:00 PM.
See section 5 for specific directions on bid submittal.

ESTIMATED TIME PERIOD FOR CONTRACT: All work required herein shall take place between June 1, 2021 and September 1, 2021. All work is to take place over a 10-day period within this period (weather permitting) in order to cause the least possible disruption of facility usage.

BIDDER ELIGIBILITY:

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

CONTENTS OF THE INVITATION TO BID (ITB):

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1. INTRODUCTION

The Town of Londonderry, Vermont is seeking proposals from qualified contractors to repair and resurface the paved tennis court at the municipally-owned Pingree Park during the early summer of 2021, with as little interruption to its use by the public as possible.

2. SCOPE OF WORK

The Town of Londonderry, Vermont is requesting bid proposals for repair, resurfacing and relining (for both tennis and pickleball) the single tennis court located at Pingree Park, located at 36 Pingree Park Lane.

At a minimum, specific work required is as indicated in ATTACHMENT A – SCOPE OF WORK, which is attached hereto and considered part of this Invitation to Bid.

Contractors are invited to recommend alternative work and/or specifications that would reduce overall project cost.

Terms and conditions may be further defined in a formal contract.

Contractors will submit an all-inclusive, fixed price bid, including sub-contractor costs, if applicable.

3. GENERAL INFORMATION FOR BIDDERS

A. Right to Accept or Reject Proposals

The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.

B. Right to Cancel or Postpone the Project

The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this ITB.

C. Right to Retain and/or Utilize Information Contained in Submitted Proposals

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town and the selected firm.

4. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced.
- B. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

- A. Due to the Town's wish to promote physical distancing to curb the spread of the novel coronavirus, no bids will be accepted by mail, fax or in-person and all bids must be submitted electronically via email to the following email address:
townadmin@londonderryvt.org

- B. Respondents are to use the enclosed Bid Proposal Form (page 7) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “**Pingree Park Tennis Court Resurfacing Bid.**” Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by the Londonderry Parks Board, and ultimately the Londonderry Selectboard. Meetings at this time are held remotely via Zoom software, and meeting agendas, along with instructions on how to participate remotely by phone or video will be on the meeting agenda, which will be posted on the agendas/minutes page of the Town’s website: www.londonderryvt.org.

6. GENERAL PROVISIONS

A. RFP Coordinator

The following RFP Coordinator will serve as the single point of contact for this solicitation:

Kelly Pajala, Parks Board Chair
Town of Londonderry
100 Old School Street
South Londonderry, VT 05155

Phone: 802-824-3356, ext. 1

Email: kellympajala@gmail.com

Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the bidder.

B. No Obligation to Contract

This ITB does not obligate the Town to contract for services specified herein. The Town reserves the right to reject all bids and to either withdraw the ITB or reissue a revised ITB at a later time.

C. Commitment of Funds

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

D. Right to Extend Contracts

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

E. Insurance Requirements

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.
- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.

- 6) Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

F. COVID-19 Pandemic Provisions

The Contractor will, at all times during its service to the Town, comply with the most recent COVID-19 executive orders from the Governor and all applicable workplace safety guidance from both the Vermont Agency of Commerce and Community Development and the Vermont Occupational Safety and Health Administration.

7. EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

- 1) Proposals will be evaluated by the Londonderry Parks Board in accordance with the requirements stated in this request and the Town of Londonderry Purchasing Policy.
- 2) The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- Price
- Clarity and completeness of the submitted proposal
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town of Londonderry
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- Bidder's availability to provide future service, maintenance, and support.
- Bidder's financial stability.
- Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The Town will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's vote on contract award.

D. Start of Work

Work may commence any time after June 1, 2021 and must be completed within a 10-day period by September 1, 2021, as weather conditions dictate.

Bid Proposal Form is on following page

1. SPECIFIC

A. Preparation:

- 1) Net posts shall be removed, sanded, and spray painted using Rustoleum (color: Dark Green), and reinstalled (including net) after resurfacing completed.
- 2) Clean/scrape/sand courts as appropriate of all loose material, tape, dirt, foreign matter and debris.
- 3) Remove any vegetation from cracks and the perimeter of the courts by pressure washing.
- 4) Power-wash all areas to insure proper bonding of acrylic surfacing.
- 5) Fill/patch all structural cracks, dings, divots, depressions, voids, etc. in the asphalt surface using an acrylic patch binder or acrylic crack patch, as appropriate. Sand all repaired areas as needed.

B. Resurface:

- 1) Apply one (1) coat of acrylic resurfacer filler coating. Material shall not be applied when rain is imminent or when the temperature is below 55 degrees Fahrenheit.
- 2) Apply two (2) coats of textured finish coating (Color: Dark Green). Material shall not be applied when rain is imminent or when the temperature is below 55 degrees Fahrenheit. Prior to the application of color coatings, the surface shall be free of all loose dirt, dust, or other foreign matter. The color finish material shall be applied only after the surfaced course is thoroughly dry.
- 3) Newly colored surface shall be protected from all types of traffic (foot or motorized) and shall not be subject to any traffic or use for at least 48 hours after surface has thoroughly dried.

C. Playing Lines

- 1) Layout, tape and apply 2" wide tennis playing lines, using textured acrylic line paint. Layout to conform to U.S.T.A. specifications (Color: White).
- 2) Layout, tape and apply 2" wide pickleball playing lines, using acrylic line paint. Layout to conform to U.S.A.P.A. specifications (Color: T.B.D.).
- 3) Use of traffic, oil, allied, or solvent- vehicle type paints is prohibited. Application of playing lines paint shall occur only when the color finish course is thoroughly dry. Do not apply when surface is wet or rain is imminent.

2. GENERAL

- 1) All materials shall be applied, protected and allowed to cure, as appropriate, in strict accordance with material manufacturer instructions by properly trained workers.
- 2) Contractor shall warrant all materials and workmanship for a period of at least two (2) years.
- 3) The contractor shall be responsible for cleanup of the site at the end of each workday and at the completion of work, and shall be responsible for proper disposal of all debris generated.
- 4) Contractor shall be responsible for providing a safe work site at all times.
- 5) The successful contractor shall provide a schedule of work to be completed with provisions for delay due to weather.