



Town of Henrietta

Invitation to Bid

For:

Martin Road Park Tennis Court Resurfacing
Bid# TOH20190313

Bid Issued: March 14, 2019
Bids Due and Opened: March 25, 2019

By:

The Town of Henrietta
Town Clerk's Office
475 Calkins Road
Henrietta, New York 14467

Henrietta Town Board

Stephen Schultz	Supervisor
Scott Adair	Councilperson
Robert Barley	Councilperson
Michael Stafford	Councilperson
Rick Page	Councilperson

Town Staff

Jason Kulik	Director of Parks & Recreation
Rebecca Wiesner	Town Clerk & Receiver of Taxes



Town of Henrietta
475 Calkins Road
Rochester, NY 14467

March 11, 2019

**RE: Invitation to Bid – Martin Road Park Tennis Court Resurfacing
Bid # TOH20190313**

Dear Sir or Madam:

The Town of Henrietta seeks bids from qualified parties to provide resurfacing for the (2) tennis courts at Martin Road Park located at 1344 Martin Rd, Rush, NY 14543.

This Invitation to Bid will provide your firm with sufficient information to enable you to prepare and submit a response. Should you need more information please visit Martin Road Park.

The specific requirements are described in more detail in the General Specifications & Instructions.

Your bid response must include all information requested within Invitation for Bid in order to be considered. Three (3) hardcopies must be submitted in a sealed envelope and received by the Town Clerk, 475 Calkins Road, Henrietta, NY 14467 no later than 2:00 p.m., March 25, 2019, when they will be publicly opened and read aloud, in order for it to be considered for award.

Questions concerning the contract terms and conditions should be addressed to my office at 585.359.2540 or jkulik@henrietta.org. I hope to receive your offer for this work.

Sincerely,

A handwritten signature in blue ink that reads 'Jason R. Kulik'.

Jason Kulik
Director of Parks and Recreation

cc: Linda K. Salpini, Director of Finance

Table of Contents

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS	1
Timeline and Calendar of Events	1
Marking of Bid Envelopes	1
Compliance with Specifications	1
Minimum Qualifications.....	1
Award	1
Notification of Award.....	2
Assignment of Agreement	2
Subcontracting	2
Personnel	2
Statement of Non-Collusion.....	2
Protection and Damage	2
Responsibility and Compliance with Legal Requirements	2
Town’s Reservation of Rights.....	3
Suspension or Termination of Agreement.....	3
Insurance Requirements	4
Release and Indemnity.....	5
Bidders Certification of Eligibility.....	6
EXHIBIT A – Scope of Work	7
Scope of Work for Martin Road Park Tennis Courts	7
EXHIBIT B – Non-Collusion Affidavit.....	8
EXHIBIT C – Eligible Bidder Certificate	9

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Timeline and Calendar of Events

Bid Posted	March 14, 2019
Questions regarding this Bid must be Submitted by 1:00 PM	March 18, 2019
Bidder response due by and opened at 2:00 PM	March 25, 2019

Marking of Bid Envelopes

Paper copies of bids must be contained in a sealed envelope, plainly marked, showing the bid name, Bid number, date and the bidder's name.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment and services. The scope of work for each location is found in Exhibit A. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the services offered is exactly as specified. The Town of Henrietta reserves the right to allow or disallow minor deviations from the specification in order to purchase what is best for the Town from standpoint of quality, price and service to be provided. Successful bidder must present a bid bond.

Minimum Qualifications

To be considered, each bidder shall:

- Certify that the bidder is currently operating as a business that provides similar services, and has operated continuously as such a business for the preceding five (5) years.
- Demonstrate that the bidder has provided services at a similar size and scope to the those requested.

Award

- A. Award shall be made to the Bidder based on the evaluation and criteria listed below:
 - Overall proposal suitability: Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
 - Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project.
 - Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.

- B. A committee will review the proposals and select the Bidder whose offer represents the best value to the Town in terms of the criteria above. After the most qualified Bidder is determined by the Town, the staff may enter into negotiations to better define the final scope of work. If for any reason, the Town and selected Bidder cannot finalize an agreement, the Town will enter into negotiations with the Bidder that provides the next best value.

- C. The Town reserves the right to award this contract in the manner which the Town determines to be in its best interest.

Notification of Award

The Town will notify the selected bidder verbally, followed by a written confirmation. Unsuccessful bidders will be notified in writing by the Town within ten (10) business days after the award.

Assignment of Agreement

It is mutually agreed by the parties hereto that the final contract is not transferable by either party without the prior written consent of the other party to this contract.

Subcontracting

No subcontracting will be permitted under the final contract without prior written approval by the Town. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal.

Personnel

It is mutually agreed that the Contractor is an independent contractor and not an agent of the Town, and as such the Contractor shall not be entitled to any Town employment benefits.

Statement of Non-Collusion

All bidders are required to execute a Non-Collusion Bidding Certificate pursuant to Section 103-d of the General Municipal Law of the State of New York. The Certificate is found in Appendix B.

Protection and Damage

- A. The Contractor shall be responsible for exercising proper care in the performance of the contract.
- B. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the contract.
- C. The Contractor shall be responsible for the repair or replacement of any property broken or damaged as a result of the Contractor's operations or the actions of the Contractor's agent or employees.

Responsibility and Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Town's Reservation of Rights

The Town reserves the right to:

- Reject any or all bids received with respect to this invitation;
- Withdraw the Invitation for Bid at any time, at the Town's sole discretion or otherwise decline to award a contract from this request;
- Make an award under this Invitation for Bid in whole or in part;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the request;
- Disqualify any bidder whose conduct and/or bid response fails to conform to the requirements of the Invitation for Bid;
- Waive or modify minor irregularities in bids received;
- Request additional information from bidders as deemed necessary to more fully evaluate bids;
- Prior to the bid opening, amend this Invitation for Bid after its release, with appropriate written notice posted on the Town's website to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit bid response modifications addressing subsequent Invitation for Bid amendments;
- Change any of the scheduled dates;
- Negotiate with the successful bidder within the scope of the Invitation for Bid in the best interests of the Town;
- Conduct contract negotiations with the next responsible bidder, should the Town be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the bids received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening;
- Request best and final offers.

Suspension or Termination of Agreement

- A. In the event that review of the Contractor's performance shows non-conformance to the work required by the contract, the scope of services or other terms or conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of the contract and the Town may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- B. The Town shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the Town. If, in the opinion of the Town the Contractor remains in violation of the contract at the completion of the ten (10) day

suspension period, the Town shall have the right to terminate the contract whereupon all obligations of the Town to the Contractor shall cease.

- C. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination.
- D. The Town shall have the right to terminate the contract without cause upon 30 days' notice.
- E. Nothing contained herein shall prevent the Town from pursuing any other remedy, which it may have against the Contractor including claims for damages.

Insurance Requirements

The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Henrietta must be named as Certificate Holder and Additional Insured on all policies.**

Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE:

A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly

or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

General Aggregate	\$2,000,000
Products - Comp.or Agg.	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000

C. MOTOR VEHICLE INSURANCE:

Issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

Bodily Injury	\$1,000,000/\$3,000,000
Property Damage	\$1,000,000

Release and Indemnity

To the fullest extent permitted by law, the Contractor, agrees to indemnify, defend and hold harmless the Town of Henrietta, all applicable additional Indemnitees, if any, their officers, directors, agents, employees and partners (hereinafter collectively "Indemnitees") from and against any and all claims, suites, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries, property damage (including loss of use thereof) or the alleged violation of any laws, statutes, rules or ordinances brought or assumed against any of the Indemnitees by any person, entity of firm, arising out of or in connection with or as a result of or as a consequence of the performance of the work or undertaken by the Contractor (the "Work") as well as any additional work, extra work or add-on work, whether or not caused in whole or part by the Contractor or any person or entity employed, either directly or indirectly, by the contractor including any sub-contractors and their employees. The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the every of liability imposed against the Indemnitees without negligence and solely by reason or statue, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim in which case, indemnification will be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Indemnitees whether by statute, operation of law or otherwise. Where partial indemnity is provided under the contract, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees costs, court costs, expenses and disbursements incurred in defense of any underlying claim, in the enforcement of this indemnity agreement, in the prosecution of any claim for indemnification hereunder and in pursuit of any claim for insurance coverage that the Contractor is required to procure.

Bidders Certification of Eligibility

By submitting this response for bid, the bidder certifies that they are not on the U.S. Comptroller General's Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provision nor is involved in litigation with the Town of Henrietta. Please complete and sign Exhibit C, Eligible Bidder Certificate.

EXHIBIT A – Scope of Work

Scope of Work for Martin Road Park Tennis Courts

Description: Martin Road Park is located at 1344 Martin Rd, Rush, NY 14543 The Town wishes to have the two (2) tennis courts resurfaced with striping for Pickleball per below:

FURNISH LABOR AND MATERIAL TO:

- Resurface two (2) tennis courts at Martin Road Park located at 1344 Martin Rd, Rush, NY 14543
 - Pressure wash the court surface to remove mold and mildew.
 - Must use a heated unit that reclaims water.
 - Apply Rite Way Crack Repair System to the ~500 linear feet of cracks on the current courts.
 - Apply one (1) coat of acrylic resurfacer.
 - Apply two (2) coats of acrylic color.
 - Colors – light green & dark green
 - Stripe courts with 2” white lines according to UTSA.
 - Add Pickleball striping to each court (2 courts total) in color yellow.
 - All work to be completed in a manner that maximizes quality and durability.
 - Clean up general work area.

EXHIBIT B – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

IMPORTANT: THIS AFFIDAVIT MUST BE PROPERLY COMPLETED AND SUBMITTED WITH ALL BIDS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that he is the *(Name of Person Making Affidavit)*

_____ of _____,
(Title) *(Name of Firm)*

the Bidder submitting this proposal certifies that:

- 1.) The prices in the Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2.) Unless otherwise required by Law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- 3.) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

SUBSCRIBED AND SWORN TO BEFORE THIS

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2019.

(Notary Public)

(Seal)

Where a Bid contains this certification, it shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and inclusive therein of the certificate as to non-collision as the act and deed of the corporation.

EXHIBIT C – Eligible Bidder Certificate

ELIGIBLE BIDDER CERTIFICATE

I, _____ Hereby certify that
(Name of Official Making the Certificate)

_____ Is NOT included on the
(Name of Firm for Which Certificate is Made)

U.S. Comptroller General’s Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provisions nor is involved in litigation with the Town of Henrietta.

SUBSCRIBED AND SWORN TO BEFORE THIS:

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2019.

(Notary Public)

(Seal)

Note: This form must be submitted with all Bids.