



Town of Coventry

Request for Proposals

**Replacement of Herbert F. Paine Memorial Park Tennis Courts
1277 Main Street
Coventry, RI 02816**

**TOWN OF COVENTRY
1670 Flat River Road, Coventry, RI 02816
Tel. (401) 822-9130 Fax (401) 822-6237**

Contact:	Raena Blumenthal, Parks and Recreation Director
Email Address:	rblumenthal@coventryri.org
Phone:	(401) 822-9107
Submittal Due:	09/09/2020 @ 2:00 PM (EST)

Invitation to Bid
Replacement of Tennis Courts

Sealed bids will be received at the Office of the Town Clerk, Town of Coventry, 1670 Flat River Road, until 2:00 pm. on September 9, 2020 at which time they will be opened and read aloud. The award of the contract will be made by the Town Council as soon thereafter as practical. Due to the Covid-19 crisis, bids will be opened in closed door session and can be viewed on the Town's YouTube channel; "Town of Coventry RI", Subscribe, click the Bell icon for notification.

The Town of Coventry reserves the right to reject any or all bids, to waive any formalities in a bid, to make awards to separate bidders, to make awards to more than one bidder or to accept that bid or bids which in the judgment of the awarding authority is in the best interest of the Town.

Information for bidders may be obtained at the Office of Town Clerk or www.coventryri.org. Bids are to be submitted on forms furnished by the Town and completed bid forms are to be deposited with the Town Clerk no later than 2:00 pm on September 9, 2020.

The Bid Envelope must be clearly marked "**Tennis Court Replacement**".

Town Of Coventry, Joanne Amitrano, Town
Clerk

Project Overview

The Town of Coventry has been awarded a Recreation Development Grant from the RI DEM for the replacement of two tennis courts at the Herbert F. Paine Memorial Park, 1277 Main Street, Coventry, RI. The targeted courts have been out of service for several years. These courts were primarily used by the Parks and Recreation Department and were open to the public year round, weather depending. A broad project description entails reorienting the new courts to face north/south and constructing two new post-tensioned concrete multipurpose tennis courts and fencing. The awarded grant specifically states that the finished product must comply with all ADA standards and must be lined to allow for multi-use sports such as tennis, pickleball, and badminton.

The Town of Coventry is seeking proposals from qualified firms to provide all the labor, materials, supplies, furnishings, services, site drawings review, equipment, expertise and supervision to develop plans, specifications and to construct two (2) new post tension concrete multipurpose courts, with new fencing.

Work Schedule and Project Completion

The bidder shall submit a detailed timeline for the performance of all investigation, design and construction work for the project. All work on the project shall be completed on or before December 31, 2021.

Submission Requirements:

Proposal specifications may be obtained at the Town of Coventry Town Clerk's Office, Town Hall, 1670 Flat River Road, RI 02816, during normal business hours. Normal business hours for the Town of Coventry are Monday through Friday, 8:30 a.m. to 4:30 p.m. Town offices are closed on recognized holidays. These documents will also be posted on the Town website at <https://coventryri.org/>, and the RI State Purchasing website at <http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx> starting on Tuesday, August 25, 2020, Additional information is available from the Parks and Recreation Department, Raena Blumenthal, Parks and Recreation Director, at rblumenthal@coventryri.org. Any addendums will be posted on the webpage and/or sent via email to persons requesting the information.

Sealed proposals shall be submitted on the RFP form and clearly marked "**Replacement of Herbert F. Paine Memorial Park Tennis Courts**" on the exterior of the envelope packet and shall be received at the Town of Coventry Town Clerk's Office, Town Hall, 1670 Flat River Road, RI 02816 until **2:00 PM on Wednesday, September 9, 2020**. The bid submittal shall consist of the original bid proposal and three (3) copies.

Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Town Clerk's Office prior to the bid opening date and time. The receiving time in the Town Clerk's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone, email or facsimile machine. All bids must bear original signatures and figures. Due to the COVID-19 crisis, sealed bids will be opened at 2:10 pm on September 9, 2020, in closed door session and can be viewed on the Town's YouTube channel; "Town of Coventry RI," Subscribe, click the Bell icon for notification.

Awards shall be made based on the best value solutions that meet the requirements of the Town outlined in this RFP. The Town reserves the right to waive any and all proposals or parts thereof, to waive any informality in same, to reject any or all proposals when deemed to be in the best interest of the Town.

General Conditions of Bid

1. **Bidder must provide an itemized quote of project costs.**
2. Use the bid form furnished with this invitation and complete all spaces provided on the bid form. Failure to provide information may invalidate the bid.
3. Any variance to the requested specification shall be specifically stated by the bidder on the bid form.
4. Bid must specify any and all warranties and include a full descriptive brochure describing in detail the material being bid.
5. Bids should reflect any and all discounts and be quoted FOB Coventry, Rhode Island.
6. Bids shall be sealed, shall be delivered to the Town Clerk prior to closing date and time and the envelope shall be clearly marked as indicated in the Invitation to Bid notice.
7. The bidder shall comply with all laws of the United States, the State of Rhode Island and all local ordinances.
8. Materials and equipment purchased for installation under this contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the Contractor during the bidding.

Acceptance or Rejection of Bid Reservations

The Town will accept or reject bids within ninety (90) days of the date after the bids are opened. The Town reserves the right to reject or accept any or all bids or portion thereof where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of the Town, and further reserves the right to reduce or modify the scope of the project in order to meet funding limits, budget and scheduling constraints.

Addenda

Any addenda, including response(s) to bidders' questions, issued after the request for bids are distributed shall be covered in the bid, and in closing the contract, they shall become a part thereof.

Contractor Qualifications

The bidder shall submit all of the following.

1. Statement certifying that the bidder has at least five (5) years of experience in the construction of tennis courts.
2. Statement certifying that the bidder has at least five (5) years of experience in the installation of post-tension concrete.
3. Contact information for at least three references from other entities where a similar scope of work was completed.
4. Statement certifying that the bidder currently has in force insurance policies that meet the requirements described under "Insurance Requirements," below.

The Town may make such investigation as it deems necessary to determine the ability of the bidder to furnish the services, and the bidder shall furnish to the Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by the bidder or an investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.

Specifications

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made in writing to the Town before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the RFP and specifications.

Scope of Services

Site Preparation to be completed by the Town: Removal and offsite disposal of all existing fencing, net posts, center straps and footings. Removal and offsite disposal of existing asphalt courts.

Site Drawings for Tennis Courts - Contractor will review site and have detailed plans and site drawings.

Court Orientation - The new court must be rotated 90° from its current orientation for proper north/south orientation.

Grading - Laser grade and compact base. Furnish and supply any additional processed stone needed for laser grading entire area to establish proper pitch per USTA guidelines.

Net Posts - Furnish and install (2) new sets of net post footings and center anchors for north/south orientation.

Fencing- Furnish and install 1260 l.f. of 10' high vinyl wire. Top rail, middle corner bracing, and bottom tension wire included.

Post Tension Concrete

- Form work will be installed around the entire perimeter of the tennis courts.
- New net post sleeves to be set in their own concrete footings.
- Two layers of 6 mil polyethylene vapor barrier will be placed over the entire court area.
- Encapsulated post-tensioning tendons will be laid out according to PTI specifications.
- A 5" thick, 3000 psi concrete slab will be poured monolithically inside the forms.
- Post-tensioning cables will be stressed according to PTI specifications and procedures.
- The concrete surface will be checked for flatness, according to the ASBA guidelines. Any deviations will be brought to proper tolerances with epoxy concrete.
- After final cable stress, cable ends will be cut off inside the cone holes, and the holes filled with no-shrink grout.

Surface Coating System:

- Acid Etch & Pressure Wash: Contractor will prepare the concrete surface with a cement slurry coat and acid wash.
- Acrylic Color Coatings: Furnish and install the (2) coat acrylic color coating surface system to entire area.
- Line Striping: Layout and mask all lines per USTA/USAPA regulations.

Execution

Delivery and storage

- Material shall be delivered to the site in the original unopened containers or wrappers, clearly labeled with the manufacturer's name, brand name, and such identifying numbers as are appropriate. Materials damaged in handling or storage shall not be used. Cardboard containers should be stored on pallets in a dry area.

Installation procedures

- General: Comply with manufacturer's instructions, except where more stringent requirements are indicated herein.

Minimum Safety Procedures to be included:

- Perform a pre-job meeting with appropriate Town of Coventry staff to determine jobsite logistics and safety requirements.
- Furnish and install proper safety equipment in accordance with all applicable OSHA guidelines and industry standard safety protocols.

Clean Up:

- All work premises will be cleaned daily during the construction process and at the completion of the project. All materials will be disposed of offsite in accordance with appropriate federal, state and local regulations.

Warranty:

- The bidder must supply a minimum 20-year concrete slab warranty which protects against structural cracking, heaving, and settling. If structural cracks develop during the guarantee period, the contractor will repair the crack as necessary to make the surface playable again.
- The bidder must supply a minimum 10-year warranty that protects against any bubbling and peeling of the surface coatings. If bubbling and/or peeling occur, the contractor will repair the damaged portion as necessary to make the surface playable again.

BIDDER INFORMATION FORM

Name of Bidder: _____

FIRM NAME AND ADDRESS OF BIDDER – This bid is submitted in the name of:

FIRM NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

COMPANY LICENSE #: _____

BY: _____

(Signature)

TITLE: _____

SIGNED THIS _____ DAY OF _____, 2020.

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Parks and Recreation of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths. If the original of such sworn statement is not signed and submitted, the bid will not be considered responsible.

In order to comply with the above-noted Section 112(c), every bidder must complete the required certification statement.

A bidder will not be considered for award of contract under this invitation for bid unless such bidder completes the following required certification statement prescribed below:

To the Town of Coventry

STATE OF RHODE ISLAND

COUNTY OF _____

I, _____ (name of party signing affidavit) _____ (title), being duly sworn, do depose and say: On behalf of _____ (name of Contractor), that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Coventry contracts.
Contractor: _____

By: _____
(print name)

Signature: _____

Sworn to before me this ____ day of _____, 2020

My commission expires _____.

Signature and Seal of Notary Public

LIABILITY/INSURANCE

Liability:

The Contractor shall and does assume all liability under the terms of the Workmen's Compensation Law of the State in which the work is being performed.

Contractor assumes all liability for injury to persons or damage to, or loss of property of (a) Contractor, his agents or employees, (b) Owner, its agents or employees, and (c) any other person, firm or corporation arising in any way directly or indirectly out of the performance of this Contract whether or not such injury, damage, or loss is due to the negligence of the Contractor, its agents or employees. This foregoing assumption of liability by Contractor shall include, without limiting the generality of the foregoing, any injury, damage, or loss arising out of the operation of motor vehicles. This assumption of liability by Contractor shall also include, without limiting the generality of the foregoing, any injury, damage or loss (1) arising out of the negligence of Contractor, (2) arising out of the joint or combined negligence of Contractor and Owner, (3) arising out of the negligence of a third party or parties and Contractor, or (4) without limiting in any way the foregoing, arising in any way, directly or indirectly out of the conduct or occurrence not fully limited to the separate sole negligence of the Owner as proven by Contractor or third party.

Should the Owner or an agent or employee of the Owner be made a party to any suit or proceeding, even though such suit or proceeding is groundless, false or fraudulent, arising out of injury, damage, or loss for which the Contractor assumes liability under this Contract, the Contractor will defend such suit or proceeding and shall indemnify and hold harmless the Owner, its agents or employees, of and from all liability loss, expenses, judgements (including interest thereon), including Attorney's fees.

Since Contractor hereunder shall be an independent Contractor and not agent, servant, or employee of Owner, Contractor assumes full responsibility for compliance with any and all Federal, State or municipal laws, ordinances, and regulations, including (but not limited to) those having to do with labor, wages and benefits, or taxes and duties collectible from employees under all applicable provisions of the law.

Should the Company choose to subcontract, the Company shall remain fully responsible for the performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by the Company shall name the Town as a third party beneficiary.

Insurance:

Unless otherwise specified, the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Owner covering the liabilities assumed above in the following minimum amounts.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
Workmen's Compensation Insurance	All liabilities imposed by Workmen's Compensation Statutes
Employer's Liability Insurance	\$ 100,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

-bodily injury	\$ 500,000 (each person)
-accidental death	\$1,000,000 (each accident)
-property damage	\$1,000,000 (each accident)

The Contractor agrees to file with the Owner before commencing work hereunder, copies of policies of such insurance which shall contain by endorsement, the specific liabilities assumed above, together with certificates of insurance which shall contain a provision that no change in the amount of said insurance, or termination thereof, shall take place without previous 10 days written notice to the Owner and its written consent to change or termination.

BID PROPOSAL FORM

Name of Bidder: _____

Total Cost of Project: _____

The undersigned in submitting this proposal agrees as follows:

The entire work shall be subject to the requirements of the Contract Documents and Specifications.

Prior to execution of the Agreement for this work, the Contractor shall furnish the Owner with copies of Certificates of Insurance.

Time of Completion:

The undersigned agrees to commence work after _____ and to fully complete the total project by _____.

Withdrawal of Bid:

The undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid opening date or receipt thereof.

Rejection of Bid:

The undersigned agrees that the Owner reserves the right to accept to reject any total bid, or part thereof, and to award the total contract or part thereof to other than the low bidder. All decisions regarding contract awards will be final.

Does this proposal include the use of subcontractors?

Yes _____ No _____

If "Yes", vendor must:

- List each subcontractor involved in project

Subcontractor Name	Subcontractor Dollar Amount

Specifically state what tasks each subcontractor will perform.

- The Town of Coventry requires that the awarded vendor provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which the Town of Coventry will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

VENDOR RESPONSIBILITY FORM

(A separate sheet of paper may be used if necessary)

Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

List the names and addresses of three (3) firms, *with telephone numbers and contact names*, for which you have provided similar commodities or services:

List the name and address of one bank or other institution that can provide the Town with an adequate credit reference:

Name of Bidder: _____

Address: _____

Telephone #: _____

By: _____
Printed Name and Title

By: _____
Signature

EQUAL OPPORTUNITY EMPLOYER

This company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, this company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

This company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder: _____
Print Name of Company

Address: _____

By: _____
Signature of Person Authorized to Sign Bid

Print Name and Title of Person Authorized to Sign Bid

TOWN OF COVENTRY, RI

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS:

Name of Bidder (Print)

_____ By: _____
Signature of Person Authorized to Sign

Name and Title of Signatory (Print)

STATE OF _____

LOCALITY OF _____, TO WIT:

On this _____ day of _____ 20 ____, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

REQUIRED ATTACHMENTS TO BID

Each bid shall be accompanied by the following which are attached herewith:

- a) Itemized quote of project
- b) Bidder Information Form
- c) Anti-Collusion Certificate for Contract and Force Account
- d) Proof of insurance matching or exceeding stated requirements
- e) Bid Proposal Form
- f) Vendor responsibility form; and
- g) Equal Opportunity Employer form.
- h) Notarized affidavit (non-collusion oath) executed by the bidder, or if the bidder is a corporation, executed by a duly authorized representative of the corporation;