



**INVITATION TO BID NO. 2020-42  
RESURFACE TENNIS COURTS**

Sealed bids will be received in the Office of Purchasing and Contracting, in the City Center, 324 W. Evans Street Florence, South Carolina 29501 until **July 27, 2020 at 2:00 pm** from licensed and qualified vendors to resurface Thirty-five (35) Tennis Courts at the Dr. Eddie Floyd Florence Tennis Center and Timrod Park. All bids are subject to the provisions of the conditions outlined in this document.

Bids shall be opened promptly at the above stated time and date and their contents will be made public for the information of the bidder and others properly interested. The bid will not be awarded until the Purchasing Agent and the Public Works Director have had ample time to review each bid.

Bids must be submitted in a sealed envelope with “2020-42 Resurface Tennis Courts” clearly marked on the outside of the envelope for easy identification by the City of Florence. Any bids received later than the specified time will not be accepted/considered. The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason. Email and/or electronic bids will not be accepted/considered. Bids submitted by mail, Federal Express, United Parcel Service, etc. must meet these same requirements and should be addressed to:

**City of Florence  
City Center  
324 W. Evans Street 3<sup>rd</sup> Floor  
Florence, SC 29501-3431**

The City of Florence under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

*La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.*

The City of Florence reserves the right to engage in discussions with any or all responsible Bidders who submit bids which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the Invitation to bid requirements herein.

This solicitation does not commit the City of Florence to award a contract/purchase order, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. The City of Florence reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

Lynwood F. Givens  
Purchasing Agent

## **MINORITY AND WOMAN OWNED BUSINESS**

The City of Florence welcomes and encourages submissions from minority and woman owned businesses. Please indicate that you are a minority or woman owned business with your request for bid documents.

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

## **LOCAL AND MINORITY BUSINESS ENTERPRISE PURCHASING PROGRAM:**

When lowest bid is the principal determining factor in a bid selection process it is the intent of the City of Florence to provide preference first to local businesses within the City or County of Florence; however, if no local business is eligible or able to participate, preference shall then be provided by the City to minority business enterprises based on the following guidelines:

- a. For purposes of this policy, a “local business” is defined as a person, firm, contractor, corporation, or other business entity offering the services and/or products being bid by the City that maintain a place of business and have a physical business address located and operating within the City or County of Florence. The business must have been established for not less than one year within the City or County of Florence and have a valid City of Florence Business License for a minimum of 12 months prior to the bid date.
- b. For purposes of this policy, a minority business enterprise (MBE) is defined as an MBE that is certified in accordance with South Carolina Regulations § 19-445.2160, as authorized by §11-35-5270 the South Carolina Code of Laws, as amended.
- c. When lowest bid is the principal determining factor in the selection process any “local business” as defined in Subsection A above that submits a responsible and responsive bid within 5% (if the business is located within the City of Florence) or 3% (if the business is located within Florence County) of the non-local bidder who submitted the lowest bid may match the bid submitted by the non-local bidder. A “local business” that is within the percentage guidelines of the lowest bid received shall then be eligible for award of the contract.
- d. If the lowest bid is not a “local business” and a “local business” is within the percentage guidelines of the lowest bid received, the “local business”, subject to the provision of Subsection H below, shall be awarded the contract if it is willing to provide goods or services at the same price of the lowest bid received.
- e. If conditions of Subsections C above are met and the qualified “local business” declines or is unable to match the lowest bid, then the option to do so moves to the next qualified “local business”, if such business' bid is within the percentage guideline of the lowest bid, and is similarly responsible and responsive.

- f. In the event there is no "local business" eligible or willing to match the lowest bid, the lowest responsible and responsive bid submitted by an MBE, if any, would be allowed the opportunity to match the bid submitted by the non-local bidder and thereby be awarded the contract when lowest bid is the primary determining factor in the bid selection process.
- g. If a procurement is to be made pursuant to state funding requirements, federal funding requirements, bond covenants, or other outside funding source requirements which prohibit or restrict local or MBE preference, then no local or MBE preference consideration will be given.
- h. The provisions for a local or MBE preference does not prohibit the right of the City to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, contractors, corporations, or other business entities submitting bids. Accordingly, the local or MBE preference for a particular procurement may be waived by the City Manager upon written recommendation and justification by the Department Director.

The successful company must ensure that all subcontractors, agents, personnel assigned by or employees of prime company and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. Bidders must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

### **INSTRUCTION TO BIDDERS**

A responsible bidder means a bidder who has the capability in all respects to perform fully the requirements mentioned in the bid document and the integrity and reliability which will assure good faith performance.

A responsive bidder means a bidder who has submitted a bid which conforms in all respects to the invitation to bid requirements.

**PROTEST PERIOD:** Any actual or prospective bidder, OFFEROR, or supplier who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective bidder, OFFEROR, or supplier wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective bidder, OFFEROR, or supplier has been informed of the bid results by the Purchasing Agent. Protests received by the City following seven (7) days after evaluation results have been released by the Purchasing Agent will not be considered by the City.

**DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the City agency using the item or other objective sources.

**DEVIATIONS:** Any deviations from the specifications contained herein, must be noted in detail on the respondent's response for the City of Florence's consideration. Failure to submit documentation of deviations shall be grounds for rejection of the item offered to the City of Florence.

**CHANGES:** Any changes in this invitation to bid after the purchase order/contract agreement

has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the supplier. Any changes to the specifications in this invitation to bid package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

**INQUIRIES:** Questions concerning this invitation to bid should be directed to the City Purchasing Agent, Lynwood F. Givens in writing by e-mail at [lgivens@cityofflorence.com](mailto:lgivens@cityofflorence.com). The deadline for the submission of all inquiries is **July 20, 2020 at 5:00 pm**. **Any changes to the specifications in the bid package shall be in writing in an addendum. All Addendums will be posted on the City of Florence website at [www.cityofflorence.com](http://www.cityofflorence.com). It will be the responsibility of bidders to periodically check the website for addendums.**

**OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

**A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at [www.cityofflorence.com](http://www.cityofflorence.com)**

Bids must be signed by an individual legally authorized to offer the pricing and response to this invitation to bid. Any bid that is not signed will be discarded.

**The bid sheet on page 8 must be used in order for the bid to be accepted.**

### **SCOPE OF WORK**

The City is seeking sealed bids from qualified and licensed vendors to resurface twenty-four (24) tennis courts at the Dr. Eddie Floyd Florence Tennis Center (FTC) and eleven (11) tennis courts at Timrod Park (Timrod) for a total of thirty-five tennis courts. The existing courts are asphalt based and have court surfacing paint and striping. Most courts at FTC are constructed in pods of two with angled fencing. However, there is a pod of three courts and a center court that is located by itself. The Dr. Eddie Floyd Florence Tennis Center is located at 1300 Jennie O'Bryan Avenue off of 1060 North Cashua Drive, Florence, SC. The eleven (11) courts at Timrod are all connected side by side, in a row, with no divider fencing. Timrod is located at 400 Timrod Park Drive, Florence, SC

The proposed project will provide a durable sport surface on which public play may be optimized. The City of Florence has selected a full acrylic latex color surface system but will consider accepting the bid of a "**true equivalent**." The City of Florence will accept bids on resurfacing thirty-five (35) courts.

Bids should address all aspects of the proposed project, including but not limited to:

1. Application of a new wearing surface texture on existing asphalt tennis courts.
2. A requested 200 pounds of sand is to be added per barrel of surface material to create the requested court speed.
3. The contractor must ensure surface to be coated shall be sound, smooth and free from dust, dirt, or oily materials.

4. Prior to the application of surfacing materials, the entire surface should be flooded, and checked for minor depressions or irregularities.
5. An acrylic patch binder will be applied to all low areas. Tack coat patch material shall be applied to all needed areas and allowed to dry thoroughly prior to applying patch binder. After patching, the surface shall not vary more than 1/8 inch in ten feet measured in any direction.
6. Black acrylic resurface material should be applied to the surface using rubber bladed squeegee to provide a smooth surface. After this application, all court pinholes should be filled and covered to provide an even surface. No application shall be covered by a succeeding application until this layer is thoroughly cured.
7. Two coats of colored acrylic surface material shall then be applied by rubber bladed squeegee on the clean, dry surface. The colors of these coats are to be prescribed by the City of Florence. No application shall be covered by a succeeding application until previous application is thoroughly cured.
8. The finished surface shall have a uniform appearance and be free from ridges and tool marks.
9. USTA regulation playing lines shall be installed by applying textured white line paint after the final surfacing agent has thoroughly cured. 10 and under lines are to be installed on courts numbered 1 through 9 at FTC and courts 3 and 4 at Timrod Park. Two (2) sets of pickleball lines are to be install on each of the courts 1 and 2 at Timrod. These lines should be laid out in the same direction as the tennis courts. The Courts should be centered on each side where the far side kitchen line is two feet inside each tennis court baseline.
10. Installation of the surfacing materials shall not be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50 degrees Fahrenheit and rising. Surfacing materials may not be applied when the court surface temperature is above 130 degrees Fahrenheit.
11. Provide the brand name of the surfacing material along with specification sheet.

Bids should include a surface material which provides at a minimum a three (3) year warranty. In addition, the bids should include a crack repair system, which provides at a minimum, a three (3) year warranty against the re-occurrence of the repaired cracks. There are an estimated 600 feet of cracks at each of the two facilities.

The City of Florence is also requesting a Permafex overlay system to be installed over the top of the existing surface on Courts 5 and 6 at the Florence Tennis Center. These two courts are joined in a single fenced in area. This overlay system should include 2 1/2" of Permafex asphalt in addition to 1 1/2" of fine topping material. This is being requested to combat an issue with cracking and water rising through the cracks located on these courts.

The City of Florence shall select colors of court surfacing to include outlying court area, playing court surface and striping.

It is the intent of the City of Florence to review options that resurface as many courts as possible and which provide the best value to the citizens of Florence. If selected, the successful responder shall have 120 days for completion of the project from the date of issuance of a Notice to Proceed.

### **MANDATORY PRE-BID Conference**

The City of Florence will not schedule a pre-bid meeting. Potential bidders may visit the job site at their convenience by appointment only. To schedule an appointment, contact Robert Hill at (843) 665-3106.

### **BID RESPONSE**

1. The Bid sheet on page 9 should include the bid price to include all costs for preparation, material, equipment, labor and supervision to for the construction of a single-family residence pursuant to the Invitation to Bid
2. Attach an estimated work Schedule
3. Attach the warranty information

### **CRITERIA FOR BID AWARD**

**Firms are requested to submit three (3) copies of the bid on the City of Florence Bid sheet included in this invitation to bid.** Please include an estimated construction schedule, warranty information and reference with you bid. The bid will be awarded to the lowest responsible/responsive bidder that best meets the City of Florence's specification/scope of work, taking into consideration but not limited to the following:

1. Price
2. Timeliness
3. Warranty

### **BUSINESS LICENSE REQUIREMENT**

It is required that all firms and all subcontractors awarded a contract agreement with the City of Florence, either secure a business license or update their current business license for the contract amount for any work that is to be done inside the city limits. The successful firm and all subcontractors shall be required to contact the Business License Coordinator, City Center 324 W. Evans Street, Suite 100, Florence, S.C. prior to commencement of work. The Business License Coordinator's phone number is (843) 665-3173. FAX (843) 665-3171.

### **SUB-CONTRACTORS LIST**

A sub-contractors list is required for all work that is to be done inside the City. The list is to be sent to Lynwood F. Givens, Purchasing Agent at the Office of Purchasing and Contracting, City Center 324 W. Evans Street Florence, South Carolina. Please note if any sub-contractors are minority or women-owned businesses.

## **SALES TAX**

The City of Florence pays SC sales tax in the amount of 8%. However, the City of Florence is exempt from Federal Taxes and will issue exemption certificates, if requested. **INCLUDE SALES TAX WITH YOUR BID.**

## **PERFORMANCE/PAYMENT BONDS**

A performance and payment bond, each in the amount of 100% of the final contract price of the construction portion of this project will be required of the successful firm. The successful firm will be required to furnish the required performance and payment bonds within ten (10) business days after written notice of formal award of contract. Work will be required to commence within ten (10) days of written notice to proceed by the Purchasing Agent.

## **SC ILLEGAL IMMIGRATION REFORM ACT**

By signing this bid or proposal, the Contractor certifies that it will comply with, and will remain in compliance with during the term of the contract, the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Florence upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable both to the Contractor and its subcontractors and/or sub-subcontractors; or

(b) that both the Contractor and its subcontractors and/or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, the Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14, and

(b) include in your contracts with any subcontractors language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

## **REQUIRED INSURANCE INFORMATION**

The firm shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The firm shall agree to maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by the firm's insurance agent.

Further, the firm shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime firm and subcontractor shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the firm shall insure that all subcontractors, agents or assigns of the firm, maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in

the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Purchasing Agent by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract/purchase order agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the firm.

The successful firm shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.





City of  
**FLORENCE**  
SOUTH CAROLINA  
**RESURFACE TENNIS COURTS  
INVITATION TO BID 2020-42**

Total cost (including tax) including materials, equipment, fuel, labor, supervision, and all other resources necessary to complete the project as described in the invitation to bid.

**TOTAL BID:** \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal Tax ID.    E-Mail Address

\_\_\_\_\_  
Mailing Address (Include Zip Code)

\_\_\_\_\_  
Telephone Number    Fax Number