

CITY OF JASPER, ALABAMA  
P. O. Box 1589  
400 19<sup>th</sup> Street West  
Jasper, Alabama 35502

Date: April 4, 2022

Bids to be opened at 11:00 A.M.

Date: May 2, 2022

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

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Jessica Cook, Purchasing Agent  
City of Jasper, Alabama

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Specifications: **REPAIR AND RESURFACE  
TENNIS COURTS**

**SEE ATTACHED SHEETS**

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If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

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**TO BE COMPLETED BY BIDDER**

Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

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Name of Firm

By \_\_\_\_\_  
Name

Title \_\_\_\_\_

(Bids made out in pencil will not be accepted.)

**ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.**

## **REPAIR AND RESURFACE**

### **TENNIS COURTS**

#### **SCOPE:**

The City of Jasper, Alabama is seeking bids on the repair and resurface of four upper tennis courts and four lower tennis courts located near 1411 Indian Avenue which consist of cleaning the surface with a high-pressure washer, resurface courts, fill structural cracks with crack repair membrane without limitation, this request for bids, the City of Jasper specifications, all applicable codes and requirements.

**Sealed bids will be received at the office of the Purchasing Agent, 400 19<sup>th</sup> Street West, Jasper, Alabama 35501 no later than 11:00 AM local time on May 2<sup>nd</sup>, 2022. Bids received after this time and date will not be accepted and/or considered. Please enclose within a sealed envelope with the following, “Sealed Bid – REPAIR AND RESURFACE OF TENNIS COURTS – May 2<sup>nd</sup>, 2022” with the respondent’s name and address. The bidder may visit (by appointment only) the site location. Contact the Purchasing Agent, Jessica Cook at (205) 221-2100 to schedule an appointment.**

Any rebates/ incentives offered by the manufacturers after the bids have been opened will be passed to the City of Jasper. All bids can be held for a period of sixty days after bid opening before awarding the contract. Bids will be evaluated by item and/or total and may be awarded by item, group or total whichever is in the best interest of the City. The bid must cover all services, parts, travel, freight and etc. which are needed to fulfill the terms of this agreement is supplying slant cans, as supplied by the successful vendor.

The contract shall warranty all workmanship and materials for a period of one year from the date of completion. The City also acknowledges that any existing cracks not covered by the crack membrane system will reappear after a short period of time and are not covered under the contractor’s warranty.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City.

Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, “or equal”. Bidder to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountable factors which are reasonable.

Bidder shall complete every space in the specification bidder proposal column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet specifications and can cause rejection of bid. Any exceptions to specifications or conditions must be listed on a separate sheet and attached to bid proposal.

The Contractor shall make application for and obtain necessary permits and licenses from the appropriate governing body. The Contractor shall give all notices necessary and incidental to the execution of the work. The Contractor shall not assign, transfer, sub-contract, or sell any portion of this contract unless written permission is first given by the City Representative.

The Contractor shall comply with all County, City, State and Federal Laws and all applicable municipal ordinances and shall indemnify the City from all Contractor violations thereof. The Contractor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax Workers Compensation and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the City harmless in every respect for violations by the Contractor of any such laws.

**The Contractor may be declared in default and may be terminated by the City with seven days notice for any one of the following reasons:**

- Failure of the Contractor to maintain satisfactory product level.
- Failure of the Contractor to deliver item within the time after notification of need;
- Insolvency of Contractor; or
- Death of the Contractor

The City may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Contractor, by giving written notice to the Contractor at least five (5) days prior to the effective date of the termination and opportunity for consultation with the City prior to termination.

This Agreement may be terminated by the Contractor by giving thirty- (30) calendar days advance written notice. The City reserves the right to accept or not accept a termination notice submitted by the Contractor, and no such termination notice submitted by the Contractor shall become effective unless and until the Contractor is notified in writing by the City of its acceptance.

All requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100. All replies will be given verbally and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the bid proposal submittal for the purposes of making an award, or which alter any proposal terms, conditions specifications, or forms, which have not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared “non-responsive” and recommended for rejection.

**The City Council of Jasper in accordance with state law section 41-16-50(a) established a local preference zone for vendors having a place of business in the limits of Walker County. Vendors in this zone will be granted a three per cent preference rate over vendors not in this zone.**

**Alabama State Law 41-16-50C requires a bid guaranty on any bid exceeding \$10,000.00 for services, equipment or materials. The bidder shall be required to file with his or her bid either a cashier’s check drawn on an Alabama bank or a bid bond executed by surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Jasper for the amount of \$2,750.00. Bid bonds or checks of the unsuccessful bidders will be returned after bid award.**

**Contact person: Jessica Cook, Purchasing Agent/Accountant  
Phone: (205) 221-2100  
Fax: (205) 221-8522  
Email: PurchasingAgent@jaspercitey.com**

## **REPAIR AND RESURFACE**

### **TENNIS COURTS**

The work proposed to be performed is, in general, as follows:

#### 1. GENERAL SPECIFICATIONS

The Contractor shall

- Clean the surface with a high-pressure washer as necessary to remove stains and dirt.
- Fill large structural cracks with crack filling compound and low areas which hold water deeper than 1/8 inch with Court Patch patching mix.
- Sand the area with a power sander to remove small imperfections
- Apply Acrylic Resurface as needed to reduce the surface porosity and provide a uniform textured surface.
- Apply a new colored acrylic playing surface.
- Paint new tennis playing lines.
- Crack repair membrane includes installation of flexible crack repair system over existing structural cracks to help prevent open cracks from reappearing.
- Sand and repaint existing net posts as needed.

The City shall

- Poison and/or remove grass and vegetation prior to resurfacing.
- Provide water supply for cleaning and surfacing.

**BID SHEET**

**Four (4) Upper Tennis Courts:**

**Resurface Courts** **\$** \_\_\_\_\_

**Crack Repair Membrane** **\$** \_\_\_\_\_

**Pickle Ball Lines per court** **\$** \_\_\_\_\_

**Four (4) Lower Tennis Courts:**

**Resurface Courts** **\$** \_\_\_\_\_

**Crack Repair Membrane** **\$** \_\_\_\_\_

**Pickle Ball Lines per court** **\$** \_\_\_\_\_

## BID SHEET

**Bidder/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

*Cell phone:* \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_