

BERTIE COUNTY
INVITATION TO BID
FOR
BASKETBALL COURT, 1538 SOUTH KING STREET, WINDSOR, NC

1. **INTRODUCTION**

Bertie County is requesting quotes from qualified firms for the construction of a basketball court to be located at Bertie County Recreation Complex located 1538 South King Street, in Windsor, North Carolina. The project scope is as enclosed, and includes four (4) alternative bids to which should be included as part of the submission. This is an informal bid and you do not have to be present at the time of the bid opening. **The vendor should be able to complete this project 120 days from the date that the purchase order was issued. There will be a \$100.00 penalty per day if the project is not completed within 120 days.**

Questions should be addressed to:

Donna Mizelle, Bertie County Parks & Recreation Director
Monday – Friday 8:30AM – 5:00PM (252) 794-5363

David Scarborough, Bertie County Assistant County Manager
Monday – Friday 8:30 AM – 5:00 PM (252) 794-5300

2. **GENERAL TERMS AND CONDITIONS**

- 2.1 Submit the bids marked **“Request for Proposals (RFP) 2024-04, Construction of Outdoor Basketball Court”**. Bids should be submitted to:

Donna Mizelle, Bertie County Parks and Recreation Director
106 Dundee Street,
PO Box 530
Windsor, NC 27983

no later than **2:00PM on Thursday, December 19th, 2024**, at which time they will be opened and made a part of the public record. The bid opening will be conducted in Bertie County Commissioner’s Room located at 106 Dundee Street, Windsor, NC 27983. Bidders are not required to be present at the time of the bid opening. Bids can be mailed, dropped by the office or emailed to donna.mizelle@bertie.nc.gov. Bids must be submitted by the date and time stated or they will remain unopened. It is the responsibility of the bidder to ensure timely and correct delivery of the quote.

- 2.2 It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2.3 All quotes are subject to the provisions of terms and conditions specific to this invitation to bid, and the specifications.
- 2.4 Failure to sign will render bid invalid.
- 2.5 Unless otherwise indicated, the offer shall be valid for 45 days from the date of quote opening.
- 2.6 **Deadline for Questions: 2:00pm, Eastern Time, November 25, 2024.** Bidders should send questions regarding this Request for Proposals to Donna Mizelle, Recreation Director, by email to donna.mizelle@bertie.nc.gov. Questions received before this deadline will be answered via addendum to Bertie County Outdoor Basketball Court posted on the County's website at <http://www.co.bertie.nc.us/requests-for-bids-proposals.html> Questions received after this deadline will not be answered. If an addendum is issued, Bidders must acknowledge receipt of the addendum with their bid.
- 2.7 Bertie County reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a deviation from a non-statutory requirement or a specification, neither of which affect the amount of the bid. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired.** Reference to brand names is not intended to restrict the bidding, but to inform the bidder more clearly what is required for this project.
- 2.8 Bertie County will assume no responsibility for oral instruction, suggestion, or interpretation. Any question regarding the bid documents, and/or specifications shall be directed to Donna Mizelle or David Scarborough and any material change will be submitted to all bidders in a written addendum. Bidders must acknowledge receipt of addendum(s) by signing the appropriate form that will be included in the bid.
- 2.9 Modification of or corrections to quotes are not acceptable after bids have been closed. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked on the outside of the sealed envelope with the notation "Supersedes all previous submissions" or an email that references this.

- 2.10 Tabulations of quotes and award information are a matter of public record and are available upon request when accompanied by a stamped self-addressed envelope or can be emailed.
- 2.11 Awards shall be based on determination of the lowest responsive responsible bidder meeting specifications provided.
- 2.12 Historically Underutilized Business:

Is your organization registered with HUB office?

Yes _____ No _____

Is your organization a minority Contractor, small Contractor, physically handicapped Contractor, a woman Contractor, a disabled business enterprise, or a non-profit work center for the blind and severely disabled?

Yes _____ No _____

MBE requirements and 5% goal also apply on informal contracts EXCEPT the Owner, not the bidder, has the responsibility to make a good faith effort to solicit minority bids to attain the goal. (GS 143-131(b)).

Documentation and data on MBE participation is required for informal projects and must be reported upon project completion to the Department of Administration - HUB Office.

- 2.13 Permit Fees: The Contractor shall obtain all permits. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this work.

- 2.14 **Performance Bond and Payment Bond are not required by awarded vendor.**

- 2.15 Insurance Provisions:
 - a. Worker's Compensation Insurance: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The policy must include the employers' liability with a limit \$100,000 each accident, \$100,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit.
 - b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or operations, independent contractors, products and/or completed operation, broad form property damage and SCU coverage, and a contractual liability endorsement.

- c. Business Auto Policy: Shall have minimum limits of \$300,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 - d. Builder's Risk: Contractor shall have all risk coverage with limits of insurance equal to 100% of the completed value of the materials being installed for Bertie County.
- 2.16 Termination of Contract: The contract may be terminated by the County if (a) the Contractor fails to prosecute the work as directed within the time specified, (b) fails to perform the work in a manner satisfactory to the County, or (c) if the Contractor shall become insolvent or be declared bankrupt.

Bertie County shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same and if the Contractor within ten (10) days after such notice has not complied, Bertie County has full power and authority, without violating the contract to remove the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable. All costs and charges incurred by the County, together with the completion of the project shall be deducted from any monies due or which may become due to the Contractor. If the expenses incurred are greater than the amount which would be payable to the Contractor, then the Contractor and the Surety shall be liable and shall pay the County the amount of said excess.

3. SUPPLEMENTARY GENERAL CONDITIONS:

- 3.1 Installation of security fence during and removal of such after construction.
- 3.2 Cleaning of Area: The Contractor at all times shall keep the premises free from an accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials and shall leave all surfaces "broom clean" or its equivalent.
- 3.3 Contractor shall provide any and all equipment deemed necessary to complete work intended.
- 3.4 Fencing, grass and surrounding area that is disturbed by the project must be repaired and returned to previous conditions.

4. **CONTRACTOR SAFETY REQUIREMENTS:**

- 4.1 Contractor is required to comply with all current NCOSHA Safety and Health Standards that are applicable to the work being performed by the Contractor in Bertie County.
- 4.2 The County shall have the right but not the obligation to stop work if a condition is observed that is considered immediately dangerous to the life or health of a Contractor's employee. The job shall be closed until the situation is corrected. The County's representative shall attempt to first contact the person designated by the Contractor to handle questions or situations concerning safety. However, the County does not have to allow this situation to persist to satisfy any requirement to contact this person. The County shall not be liable for any expense or damages incurred by the Contractor due to job closure that is the result of a condition that is immediately dangerous to life and health.

5. **SITE SAFETY AUDIT:**

- 5.1 The County's Risk Manager or his/her designee shall have the right, but not the obligation, to periodically audit the Contractor's job site to ensure compliance with the provisions of this contract.

6. **ACCIDENT REPORTING REQUIREMENT:**

- 6.1 Accidents that occur on the job site of a Contractor working for the County shall be reported to the County's Risk Manager.

SCOPE OF WORK:

A site visit to the Bertie County Recreation Complex is highly encouraged. Aerial maps of Bertie County Recreation Complex, proposed site of court and street view pictures are included as attachments to this RFP.

I. The scope of work shall include the following but not limited to:

- Fine grade and compact entire area and subgrade for new paving.
- Perform all surveying needed to ensure area has proper pitch and critical grade for adequate surface water runoff on new payment surface.
- Install 4 inches of ABC.
- 3500 PSI concrete 4 inches deep.
- At least 20 FT x 20 FT control joints ½ inch in depth. 4-6 hours after finish.
- Keyway construction joints. Halfway both directions East to West.
- Light broom finish.

- Saw joints ½ inch in depth 4 hours after cure.
- The playing courts should be 94 feet by 50 feet There should be 5 feet on each sideline on the outside of the out of bounds line
- Contractor will be responsible for contracting out court painting as high school courts 50 FT x 84 FT.
- The color of the basketball court will have a main color of dark blue.
- All of the lines, including 3-point arc, free throw line, center line, lines through the paint, center circle lines, and out of bounds lines being white in color.
- The project will include handicap parking space and access to court, and all equipment shall be accessible to the handicapped in accordance with State and Federal laws.
- Purchase and installation of basketball posts and goals.
- The basketball goals should be an ultimate fixed height system with graffiti resistant backboard. The rim should be with nylon nets. The basketball hoop goal height should be 10 feet from the surface after installation. The basketball goals should be installed within the court material.

II. DELIVERY, STORAGE AND HANDLING:

1. Products shall be delivered in manufacturer's original packaging or containers, undamaged and dry, with seals and labels intact and legible.
2. Materials shall be stored for the project with weather protective covering and off the ground.
3. Combustible materials shall be stored away from any ignition sources.

III. WARRANTY

1. Contractor shall stipulate his warranty for the work performed in this bid.

EXCEPTIONS TO SPECIFICATION

Please provide detailed information for all exceptions and any substitutions.

ALTERNATIVES TO BE ADDED TO BID PROPOSAL:

Choosing to not provide alternative costing to bid will NOT disqualify contractor from consideration.

ALTERNATE 1: COMPOSITE FLOORING

- **Composite Floor Requirement**
 - In addition to the previously outlined specifications, the proposal must include an alternative bid for the construction of a composite floor option for the basketball court.
 - Specify the type of tile material to be used for the court surface. Consider durability, slip resistance, and suitability for outdoor sports applications.
 - Ensure that the composite floor adheres to the color and markings requirements outlined in the original proposal. Markings for basketball court should be clearly visible on the composite surface.

ALTERNATE 2: FENCING & BLEACHERS

- **Court fencing**
 - Install appropriate fencing. The courts will have 10 feet high fencing around the perimeter.
 - The fencing should be black vinyl coated chain-link fencing with two entrances to the courts.
- **Bleachers**
 - Purchase of and installation of 2 (two) 3-row low rise aluminum bleachers, each centered on both sides of court
 - Bleachers to be anchored to concrete pad or piers.

ALTERNATE 3: LIGHTING

- **Court Lighting**
 - Sports lighting for evening play.
 - Price the lighting to adequately light the entire court with a minimum of 18' Square, 4"x4", 11-gauge steel powder coated poles, bolted in concrete footings, low profile LED fixtures with a minimum of 30,000 lumens per fixture.

ALTERNATE 4: PICKLEBALL OPTION

- **Pickleball Court Striping & Poles**
 - Installation of removable pickleball posts and regulation striping of court
 - Hinged floor sleeves and covers for removable poles

COST /EXECUTION OF CONTRACT

By submitting this RFQ, the potential contractor certifies the following:

- ▶ RFQ, Hold Harmless Statement for the County and is signed by an authorized representative of the firm.
- ▶ Can obtain insurance certificated as required in the specified length of time following the notice of award.
- ▶ Cost and availability of all equipment, materials and supplies associated with performing the services described here in have been determined and included in the proposed cost.
- ▶ All equipment, installation and labor cost, direct and indirect, have been determined and included in the proposed cost.
- ▶ Contractor has inspected the sight and is familiar with all aspects of the project and the specifications required. If exceptions to the specifications exist, they must be clearly listed on page 6 – “Exceptions of Specifications.”

Therefore, in compliance with the Request for Quote, and subject to all conditions herein, the undersigned offers and agrees, if this RFQ is accepted within specified date from the date of opening.

Bidder: _____

Address: _____

County, State, Zip: _____

Telephone Number: _____ Fax: _____ Cell: _____

The following if applicable:

Federal Employee Identification Number: _____

NC Contractor’s License Number: _____

Signed: _____ Title: _____

Typed or printed name: _____

Date: _____

Bertie County
Request For Quote
For
Bertie County Recreation Complex Basketball Court Construction

The undersigned bidder hereby declares that he has carefully examined the requirements and specifications herein, has visited the site and examined all conditions affecting this project and will provide all materials, equipment and appurtenances required for the following sum:

Bertie County Recreation Complex Basketball Court \$ _____

If Awarded This Project A Tentative Start Date: _____

Number Of Calendar Days To Complete Project: _____

ALTERNATES

1) Composite Surface Costs \$ _____

2) Fencing & Bleacher Costs \$ _____

3) Lighting Costs \$ _____

4) Pickleball Court Cost \$ _____

Total Bid \$ _____

ATTACHMENT 1: TAX MAP VIEW OF BERTIE COUNTY RECREATIONAL FACILITY



ATTACHMENT 2: TAX MAP VIEW OF BERTIE COUNTY RECREATIONAL FACILITY AND WHERE BASKETBALL COURT IS TO BE LOCATED.



ATTACHMENT 3: STREET LEVEL VIEW OF SITE



ATTACHMENT 3: STREET LEVEL VIEW OF SITE (continued)



ATTACHMENT 4

ACKNOWLEDGMENT OF RECEIPT OF RFP ADDENDA

The undersigned hereby acknowledges receipt of the addenda issued during the RFP process.

Addendum #1: _____ dated _____

Addendum #2: _____ dated _____

Addendum #3: _____ dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this solicitation.

Name of Proposer: _____

Signature of Proposer: _____

Date: _____