

**NEW HANOVER COUNTY
REQUEST FOR BIDS
LONG LEAF PARK TENNIS COURTS RESURFACING**



COUNTY COMMISSIONERS

**JULIA OLSON-BOSEMAN, CHAIR
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CHRIS COUDRIET, COUNTY MANAGER

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Section 1 – Advertisement

NEW HANOVER COUNTY
REQUEST FOR BIDS
LONG LEAF PARK TENNIS COURTS RESURFACING

Bids addressed to Tamara Matthews, Purchasing Agent, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked **“RFB-LONG LEAF PARK TENNIS COURTS RESURFACING”** will be accepted until **2:00 PM EST, Thursday, February 24, 2022, at 2:00 p.m.**

Bids may also be emailed to: tmatthews@nhcgov.com. Please include **“RFB- LONG LEAF PARK TENNIS COURTS RESURFACING”** in the subject line of your email submittal.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/>.

New Hanover County is requesting bids from firms capable of providing **“RFB-LONG LEAF PARK TENNIS COURTS RESURFACING”** for the New Hanover County Parks and Gardens Department.

New Hanover County reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of the County. New Hanover County reserves the right to award to multiple contractors.

Released: Thursday, February 10, 2022

Section 2 – General Information

2.1 – Schedule

Date	Action
Thursday, February 10, 2022	RFB issued.
Wednesday, February 16, 2022, at 5:00 PM EST	Deadline for questions
Friday, February 18, 2022	Questions will be answered via written addendum.
Thursday, February 24, 2022, at 2:00 PM EST	Deadline for receipt bids

2.2 – Introduction

New Hanover County is requesting bids from licensed tennis court contractors capable of providing “**RFB-LONG LEAF PARK TENNIS COURTS RESURFACING**” for the New Hanover County Parks and Gardens Department.

Acceptance by the County of any submittal to this Request for Bids (RFB) shall not constitute or warrant a contract. The County is not responsible for the cost associated with preparing a Bid and/or participating in any interviews that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFB shall be made only for goods and/or services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Refer to New Hanover County Purchase Order Terms and Conditions.

2.4– Questions

Questions concerning this solicitation should be directed to Tamara Matthews, Purchasing Agent at tmatthews@nhcgov.com. Questions will be received until **Wednesday, February 16, 2022, at 5:00 PM EST**. An addendum summarizing all questions and answers will be posted to the County’s website.

Bidders who have notified the County of their intent to submit a bid along with the email address will be sent the addendum upon posting.

2.5 – Communication

Other than the contact person detailed in Section 2.4 above, Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards

from New Hanover County, other than the person listed in this section, which is Tamara Matthews, Purchasing Agent. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to tmatthews@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this RFB are the responsibility of the Bidder and will not be reimbursed by The County.

2.8 – Bid Submittal Deadline

Bidders are instructed to submit their Bids in a sealed envelope clearly marked “**RFB- LONG LEAF PARK TENNIS COURTS RESURFACING**” and mail to:

New Hanover County
Attn: Tamara Matthews, Purchasing Agent
230 Government Center Drive, Suite 165
Wilmington, NC 28403

OR

Send your Bid via email to tmatthews@nhcgov.com.

The deadline for receipt of bids is **February 24, 2022, at 2:00 PM EST**. Bids received after the time and date for closing will not be accepted.

2.9– Authorized Signature

Bids must be signed by an authorized individual of the firm. Bids that are not signed will be rejected.

2.10 – Minor Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 –Ownership of Documents

All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the Bidder.

2.12 - Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2.

After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids

No bid may be modified, withdrawn, or canceled by the Bidder for a period of ninety (90) days following the receipt of bids. Negligence or error on the part of any Bidder in preparing his bid confers no right of withdrawal or modification after the bids have been opened.

2.14 - Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.15- Indemnity

The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.16 – E-Verify

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Addendum

The RFB package constitutes the entire set of instructions to the Bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any

changes to the specifications will be in the form of an Addendum which will be sent to all known Bidders who notified the Purchasing Agent of their intent to submit a bid and posted on the County's website.

You may visit our website at <https://finance.nhcgov.com/purchasing-solicitation/open-and-closed-bids/> to check for the issuance of any addenda before submitting your bid.

2.18 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.19 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

2.20 – Award

Award "shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract." The successful Bidder to whom the Contract is awarded by the OWNER shall within ten (10) business days after notice of award deliver to the County all required documents necessary to execute the contract/purchase order. Failure to do so may result in the OWNER exercising its right to negotiate with the next lowest Bidder.

2.21 Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See [G.S. 55-15-01\(a\)](#) (business corporations); [G.S. 55A-15-01\(a\)](#) (nonprofit corporations); [G.S. 57D-7-01\(a\)](#) (limited liability companies); [G.S. 59-902\(a\)](#) (limited partnerships); [G.S. 59-91\(a\)](#) (registered limited liability partnerships); [G.S. 55B-16\(a\)](#) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.22 – Payment Terms

Payment is Net 30 days from the date of an approved invoice.

2.23 - Right to Reject Bids

New Hanover County reserves the right to accept or reject any or all bid in response to this solicitation.

Section 3– Scope of Work

The intent of this Request for Bid (RFB) is to seek and obtain proposals from North Carolina licensed tennis court contractors to repair and resurface four (4) exterior tennis courts, measuring 216 ft x 120 ft, at Long Leaf Park, 314 Pine Grove Drive, Wilmington, NC 28409. See **“Attachment A: Existing Tennis Courts”** below. Repairs, resurfacing, playing lines, etc. must meet United States Tennis Association (USTA) specifications. Repairs and resurfacing of tennis courts must include the following:

- Surface preparation must include cleaning and scraping all courts of loose material, dirt and debris; patching any depressions holding more than 1/8” of water after being allowed to drain for one hour using an acrylic patch material; repair and patch any structural cracks, dings, etc., in the asphalt surface using an acrylic patching material.
- Court surfacing should include:
 - Applying two (2) coats of Novasurface sand filled acrylic resurfacer (or equivalent) to the entire court surface, as a filler coat, following the manufacture’s and application directions.
 - Applying two (2) coats of Nova Combination Surface, sand filled acrylic latex compound (or equivalent) to the entire court surface as a texture coat and a finish coat, following the manufacturer’s and application directions.
 - Court colors will match existing colors as shown on **“Attachment A: Existing Tennis Courts”**; blue for playing surface and green for non-playing surface.
- Prior to painting playing lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp, sharp line edge. Layout, tape, and hand paint 2 inch wide playing lines using Novatex, textured acrylic white line paint (or equivalent).
- Clean net posts of all rust, then spray paint using Rustoleum rust preventative paint; hang nets to correct height and tension; clean job site and dispose of all debris.
- Provide alternate estimate option to resurface as specified in the scope of project except install Fortress 97423 polyester fabric (or equivalent) over the entire court surface. Fabric should include a minimum of a two-year warranty against the appearance of cracks over the entire surface.

Attachment A: Existing Tennis Courts



Section 4– New Hanover County Purchase Order Terms & Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Bill To Department shown on the purchase order.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County’s purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller’s invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchasing’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller’s own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property

damage; New Hanover County, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.

12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws.
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000 are exempt from this restriction.
24. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.

**NEW HANOVER COUNTY
REQUEST FOR BIDS**

“RFB-LONG LEAF PARK TENNIS COURTS RESURFACING”

Deadline for Receipt of Bids: THURSDAY, FEBRUARY 24, 2022 AT 2:00 PM EST

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Bidder offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this bid, the undersigned Bidder certifies that this bid is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Bidder as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Bidder’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Bidder certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Total Price Per Scope of Work: \$ _____

Alternate Pricing Option Per Scope of Work: \$ _____

ADDENDUM # _____ Date _____

ADDENDUM # _____ Date _____

(To be submitted with all bids)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Date

Signature of Bidder's Authorized Official

Printed Name and Title of Contractors Authorized Official

(Submit with Bid)

**Minority & Women Business Enterprise (MWBE) Program
FORM**

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____,
and the duly authorized representative of [Business Name] _____
and that I possess the legal authority to make this statement on behalf of myself and the
Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted
agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an
accepted agency. (Attach document of ownership such as articles of incorporation, current
business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder
acknowledges the MWBE policy and if it should become necessary to subcontract some portion
of the work at a later date or obtain materials or services in conjunction with this
solicitation, the bidder will institute good faith efforts to comply with all requirements of the
MWBE program in providing equal opportunities to MWBEs.

Signature: _____

Date: _____