

## LEGAL NOTICE

### INVITATION FOR BIDS

#### Resurfacing of Pickleball Court

#### City of Kingston, Tennessee

The City of Kingston is soliciting bids for the **Resurfacing of the Pickleball Court**. The city will receive sealed bids until **1:00 p.m.** local time on **December 3, 2024**, at Kingston City Hall, 900 Waterford Place, Kingston, TN 37763, at which time all bids received will be publicly opened and read aloud before the City Manager and / or his designee.

A non-mandatory pre-bid meeting will be held on site at **333 W Race St, Kingston, TN 37763**, at **10:00 a.m.** on **November 20, 2024**. Prospective bidders are urged to attend.

The bid specifications are available for inspection at the Office of the City Manager; online at [www.kingstontn.gov](http://www.kingstontn.gov); or by contacting Haley Brown, Purchasing Clerk, at (865) 601-0030 or [haley.brown@kingstontn.gov](mailto:haley.brown@kingstontn.gov).

The City of Kingston hereby notifies all bidders that it will affirmatively insure that in any contract entered pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City of Kingston is an Equal Opportunity Employer. We encourage all small and minority owned firms and women's business enterprises to participate.

The City reserves the right to reject or accept any proposal, or to waive any irregularities in any proposal, deemed to be in the best interest of the City of Kingston.



**THE CITY OF KINGSTON  
INVITATION TO BID**

**Resurfacing of Pickleball Court**

ISSUED:

**November 5, 2024**

PRE-BID CONFERENCE:

**November 20, 2024**

**10:00 am**

BID OPENING:

**December 3, 2024**

**1:00 pm**

## **I. INSTRUCTIONS TO BIDDERS**

### **A. Overview**

The City of Kingston requests a sealed bid for Resurfacing of the Pickleball Court. See the Bid Specifications prepared by The City of Kingston for details on the project.

In order to be responsive, SEALED BIDS must be received by the Office of the City Manager David L. Bolling, 900 Waterford Place, Kingston, TN 37763, no later than 1:00 p.m., local time, on December 3, 2024. All sealed bids, submitted properly, will be opened publicly and read aloud immediately following the stated submission time for the project.

Oral, telephonic, telegraphic facsimile or electronically transmitted bids shall not be considered. No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in writing to David L. Bolling, City Manager, by fax at (856) 376-1425, if you have any technical questions on this project. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration, and any answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site, or become familiar with conditions or facts of which the Bidder should have been aware, and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City, or any other person, shall not affect the risks or obligations assumed by the bidder, or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the Specifications or General Provisions, or other bid documents, will be made in the form of a written Addendum issued by the City. The City will attempt to send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

### **B. Evaluation of Bids/Bidders**

1. All bidders must be qualified suppliers and demonstrate their capability to provide products required in accordance with the bid specifications.
2. All bidders shall provide, perform, and complete the work in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
3. The Contract shall be awarded to the lowest responsive, responsible Bidder. The City reserves the right to award single or multiple contracts based upon the choice that will be in the best interest of the City. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including, but not limited to design, price, delivery timeframe, financial responsibility of the bidder, responsiveness to the specifications, and the experience of the City and other purchasers with the Bidders.

### **C. Bid Submission Checklist**

1. Bidder must submit one (1) complete, sealed, signed and attested copy of the bid, and shall provide all requested information and submission of all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain requested forms with original signatures.
2. Once submitted, no bid may be withdrawn without the City's consent, but it may be superseded by a subsequent, timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the City opens them.
3. Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the City of any inappropriate service, brand name, component, or equipment called for by the City in the Specifications, and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a bidder from their obligation to perform.
4. Bids will be accepted until 1:00 p.m. local time, on the specified date, at the Kingston City Hall, Office of City Manager David L. Bolling, 900 Waterford Place, Kingston, TN 37763. Each bid must include the following completed and signed forms and submissions:
  - a. One (1) original Bidder Summary Sheet
  - b. One (1) original Bid Additional Information Sheet
  - c. One (1) Reference Sheet

# BIDDER SUMMARY SHEET

## Resurfacing of Pickleball Court

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name:	
Address:	
City, State, Zip:	
Contact Person:	
FEIN #:	

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## REFERENCES

ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	
ORGANIZATION	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER	
CONTACT PERSON	
DATE OF PROJECT	

## **Terms and Conditions**

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Kingston Municipal Code and Charter.
2. **PRE-BID CONFERENCE.** A pre-bid meeting is scheduled for **November 20, 2024 at 10:00 a.m.** at **333 W Race St, Kingston, Tennessee 37763**, to review the site, scope of work, and project specifications. Prospective bidders are requested to attend.
3. **BID OPENING.** Sealed bids will be received at Kingston City Hall until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. The City of Kingston does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
4. **BID PREPARATION.** Bids must be submitted on the specified form(s) and all information and certifications called for must be furnished. Only those areas requiring input by the respondent shall be changed or completed; written text within the document shall not be altered. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name of the person signing should be typed or printed below the signature.
5. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the Office of the City Manager, The City of Kingston. The name and address of the bidder must be shown in the upper left corner of the envelope.
6. **BID DEPOSIT.** No bid deposit is required to be submitted with this bid.
7. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the City's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.
8. **RESERVED RIGHTS.** The City reserves the right, at any time and for any reason, to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, to accept any bid deemed advantageous to the City, or to reject any and all bids submitted. Conditional bids, or those which take exception to the contract documents, without prior written approval from the City, may be considered nonresponsive and may be rejected. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the contract documents, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. Unless otherwise specified by the bidder or the City, the City award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. The City may seek clarification from any bidder at any time, and failure to respond promptly is cause for rejection. Award of the Contract is subject to approval by the City Council.

9. **INCURRED COSTS.** The City will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
10. **AWARD.** It is the intent of the City to award a contract to the lowest responsible bidder meeting specifications. The City reserves the right to award single or multiple contracts based upon the choice that will be in the best interest of the City. The City reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Award of the contract is subject to The City of Kingston Council approval.
11. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, all transportation and handling charges, premiums on bonds, material or service costs, patent royalties, all current or future surcharges on fuel or any other commodity, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. The submitted bid price shall include all permits, insurance, equipment, plant facilities, work and expenses necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the City is exempt.
12. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
13. **TAXES.** The City of Kingston is exempt from state and local taxes.
14. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **HOLD HARMLESS CLAUSE.** The Contractor agrees to indemnify, save harmless and defend The City of Kingston, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the



willful and wanton conduct of the City, its agents, servants, or employees or any other person indemnified hereafter.

17. **PENALTIES.** If this Contract is accepted, the bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasigovernmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.
18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility. The equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, bidder expressly warrants that the materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the City or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the City.
21. **ASSIGNMENT.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
22. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" if applicable.

**23. COMPLIANCE WITH LAWS.** Bidder shall comply with all applicable federal, state, municipal, and local laws, ordinances, rules, and regulations governing the Project and during the term of the contract.

## **Bid Specifications**

- 13,200 square feet of area with 6 pickleball courts
- Clean and fill cracks
- Apply fabric over cracks
- Apply tack coat
- Overlay with 2 inches of asphalt; compact to 1.5 inches
- Apply one coat of black acrylic resurfacing material
- Apply 2 coats of color of owner's choice
- Mix must have sand for texture
- 2 coats of white textured line paint for court lines (ensure no bleeding)
- Installation of permanent pickleball post with nets and sleeves
- Installation of permanent divider through center of the court
  - Owner will deconstruct the fence
  - All cleaning up outside of the court will be completed by the owner