

Agenda
Bayshore Gardens Park & Recreation District
House & Grounds Committee Meeting
Wednesday; March 08, 2023, at 7:00 P.M.

1. Roll Call
2. RFP for Basketball Court and the Former Shuffleboard Court
3. Additional Items as Needed
4. Adjourn

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.



Bayshore Gardens Park and Recreation District
"Jewel of the Gulf Coast"

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
INVITATION TO BID - ITB

The Board of Trustees of Bayshore Gardens Park and Recreation District hereby invites the submission of Bids for:

**Replacement of existing Basketball Court and the former
Shuffleboard Court located at
6919 26th St W Bradenton FL 34207**

Bid Correspondent

Sealed Bids will be received by mail, no later than March 27th, 2023 to the correspondent listed below:

Bayshore Gardens Park and Recreation District
6919 26th St W
Bradenton FL 34207
Attn: Gia Cruz - ITB Basketball Court

Bids will remain unopened until the Board of Trustees - public meeting on March 29th 2023 at which time they will be opened and read aloud.

NOTICE TO ALL BIDDERS

In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional license, liability insurance and be in good standing.
2. Hold all required applicable federal licenses in good standing.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.

The Board of Trustees of the Bayshore Gardens Park and Recreation District reserves the right to reject any and all Bids.

INSTRUCTIONS TO BIDDERS

I. Background

Bayshore Gardens Park & Recreation District: Replace existing basketball court *and* the former shuffleboard court area.

II. Definitions

- A. “Addendum” means written documents issued by the Board prior to the date and time in Article III.D which modify these Instructions to Bidders by additions, deletions, clarifications, or corrections.
- B. “Board” means the Board of Trustees of Bayshore Gardens Park and Recreation District.
- C. “Contract” means the document that the Contractor executes with the Board.
- D. “Contractor” means the Bidder who is selected by the Board to complete the project described in these Bid Documents and who executes the Contract.
- E. “Invitation to Bid” or ITB means the published notice of the Request for Bids.
- F. “Bid” means a submission by a Bidder to complete the project that conforms to the Bid Documents.
- G. “Bid Documents” means the Invitation to Submit Bids and these Instructions to Bidders, all exhibits attached hereto, and any Addendum.
- H. “Bid Price” means the price, as shown on Exhibit A, at which the Bidder offers to perform the work described in the Bid Documents. I.
“Bidder” means the person or entity who submits a Bid.
- J. “Services” or “Project” means the services or project described in these Bid Documents, and more particularly described in Exhibit D.

Unless otherwise defined, these definitions shall apply to the Bid Documents and the Contract to be executed upon selection of a Contractor.

III. Bid Instructions

- a. Bids shall be received from Bidders for the furnishing of all labor and materials to replace basketball court at Bayshore Gardens as more particularly described in Article V and Exhibit D.
- b. When the Bid is executed and submitted by Bidder, the Bidder acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Bid Documents.
- c. Bids will be mailed to the District Office as instructed in the Bid Correspondent section on the cover page of this document.
- d. Bids received later than March 27th 2023 will not be considered. Amendments to Bids received later than that date and time will not be considered.
- e. The Bidder shall submit one copy of the Bid. All Bids shall become property of the Board and will not be returned.
- f. The Contractor must comply with applicable laws, rules, regulations, and policies of federal, state, and local governments. It is the responsibility of the Contractor to obtain all permits necessary to commence work.
- g. The Board reserves the right to waive technical defects in Bids, to reject any and all Bids, consider cost, service and experience in the field generally, as well as the financial responsibility and specific qualifications set out herein of the Bidder, in considering Bids and awarding the Contract. The Board also reserves the right to discuss the scope of services with one or more Bidders and to make such modifications as the Board deems to be in its best interest.
- h. Each Bidder is responsible for making sure it gets the all information it needs to make a responsible Bid that allows it to execute the Contract if it is awarded the Contract. Information requests should be made in writing to Gia Cruz, office manager no later than March 20th 2023 at 2:00PM. Other than the contact person named above, it is the Board's requirement that Bidders not communicate directly or indirectly with any other person concerning the Bid Documents or with respect to requests for additional information.
- i. Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.
- j. The Board reserves the right to negotiate with any or all Bidders or to cancel or withdraw in part, or in its entirety, the Bid Documents, if it is in the best interest of the Board to do so. The Board specifically reserves the right to add or delete from the scope of services in the final Contract from the scope of services described in these Bid

Documents. The Board may require the selected Bidder to participate in negotiations concerning the nature and scope of the Project. The results of such negotiations shall be incorporated into the Contract between the Board and the Contractor.

- k. The Board reserves the right to request any additional information pertaining to the ability, qualifications, and experience of a Bidder as it deems necessary after Bids have been opened and reserves the right to interview one or more Bidders.

IV. Bid Requirements

- a. The Bid shall be submitted with all of the information described in this Article IV.
- b. Each Bid shall include all of the following:
 - 1. Each Bidder must fill out the “Bid Form” in the form of Exhibit A. Bid Prices must be submitted on this Bid Form. All blank spaces for Bid prices must be completed in ink or be typewritten; **Bid prices must be stated in both words and figures**. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” *shall not* be used in the Bid Form. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
 - 2. Bidders shall submit a minimum of three references. All Bidders must read and fill out the reference check form attached as Exhibit B (“Reference Check”). The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Bidder. Such Reference Check is incorporated into and made a part of this Bid.
 - 3. Each Bidder must submit the Statement on Non-Collusion and Other Practices, in the form attached as Exhibit C, attached hereto, and made a part hereof. This statement must be notarized.

4. Each Bidder shall provide its firm's capabilities, resources, and service quality.
5. Each Bidder shall provide the location of the office(s) that would service the Board.
6. Each Bidder shall list all immediate relatives of Principal(s) (as defined above) of Bidder who are Board members or employees of the Board. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
7. Each Bidder shall provide to the Board information on the team that they are bidding to perform the Contract. The Bidder shall name a main contact and such person shall report directly to the Board. The Board shall have the opportunity, prior to the execution of the Contract or prior to the assignment of such person to the Board, to interview such person. The successful Bidder shall, prior to the execution of the Contract, provide the name of other contact persons required in the Contract who will manage the Project for the Board, including regular and emergency phone numbers to contact the Contractor.
8. Each Bidder shall provide rates for additional services, if any, beyond the scope of these Bid Documents.
9. Each Bidder should disclose whether any parts of the Project will be subcontracted and, if so, a description of how the Bidder selects the subcontractors and what are the obligations of Bidder and subcontractor. Please include list of subcontractors that will be used for this project.
10. Each Bidder shall provide any additional information it believes to be important in assisting the Board in evaluating its firm and its capabilities.
11. Any exceptions or deviations from these conditions or specifications must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids.

V. Scope of Work

- a. The services requested in these Bid Documents cover all personnel, labor, equipment, and materials required to complete the tasks set forth and described in Exhibit D, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the Bid Price shall be “all-inclusive.” The Board shall be responsible for no other charges other than the prices set forth on Exhibit A.
- b. The Board and the successful Bidder shall negotiate a contract or contracts for the Project, which contract, or contracts shall include the provisions in these Bid Documents and such additional provisions that the Board deems necessary. The parties shall negotiate a final Contract within a reasonable time period after the selection of a Bidder.
If the parties cannot agree on a Contract within five (5) days after the Board has selected a Bidder, the Board may enter discussions with another Bidder. Each Bidder shall be thoroughly familiar with all the terms, conditions, and provisions of the Bid Documents.

Information from Bids may be incorporated into the final Contract, as determined by the Board.

These Bid Documents are not a contract offer, and no contract will exist unless and until a written Contract is signed by the Board and the successful Bidder.

VI. Confidentiality

Other than information disclosed at the opening meeting, all Bids submitted to the Board will be kept in confidence and shall be used solely for the purpose of evaluating the Bid for a possible award. Bidders should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want Board staff to receive.

All supporting documentation and manuals submitted with this Bid will become the property of the Board. All Bids and associated documents are public record.

VII. Limitations; Withdrawal of Request for Bids

These Bid Documents do not commit the Board to award any agreement for Services or the Project, or to be responsible or liable in any manner for any risks, costs or expenses

incurred by any Bidder in the preparation of a Bid in response to the Bid Documents or any revision of such a Bid.

VIII. Bidder's Costs

Each Bidder acknowledges that all costs incurred by it in connection with the preparation and submission of a Bid, or any negotiation which results therefrom, shall be borne exclusively by the Bidder. Neither the Board, nor its staff, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Bids, nor will there be any reimbursement to Bidder for the cost of preparing and submitting a Bid or for participating in this procurement process.

CERTIFICATION:

The Bidder has read and understood the Bid Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit D, all attached hereto and made a part hereof, and the following addendum: _____

_____ (if any. If none, state "None"), and the Bid conforms to the terms and conditions of the Bid Documents.

I hereby certify, as an officer of _____, that, as the Bidder under these Bid Documents, all the information and material supplied to the Board as required by these Bid Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false, or if any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Bid or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Bidder Information

Company: _____

Address: _____

City/Town State Zip

Telephone: _____

Email: _____

EXHIBIT A

BID FORM

The undersigned, having become thoroughly familiar with the project as described in the Bid Documents dated _____, hereby proposes and agrees to complete the project anticipated by the scope of work within the time stated and in strict accordance with the Bid Documents, including furnishing any and all labor and materials, and to do all that is necessary and required to complete the project in accordance with the Bid Documents for the following sum of money:

Labor:

Materials:

Overhead & Profit:

Total Project Cost:

Bidder's Name

Signature:

Date:

EXHIBIT B

REFERENCE CHECK

Please provide three (3) references:

1. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type
of Services Provided to Reference

2. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type
of Services Provided to Reference

3. _____ Name

Contact Person

Telephone
Number

Period
of Contract

Type of Services Provided to Reference

EXHIBIT C

STATEMENT ON NON-COLLUSION AND OTHER PRACTICES

The undersigned hereby declares that:

1. This Bid is made without any connection with any other person or entity making any Bid for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom.

2. Bidder hereby declares that the only persons participating in the Bid as Principals are named in its Bid and that no person other than those mentioned in its Bid has any participation in the Bid or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board.

3. The Bidder's Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Bidder has not directly or indirectly induced or solicited any other prospective Bidders to submit a false or sham Bid.

5. Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid.

6. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the Board in writing;
- C. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the Board, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive the Board of the benefits of free and open competition. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Board, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

Bidder's Name:

Signature:

Date:

EXHIBIT D

SCOPE OF WORK Bayshore Gardens Park and Recreation District Basketball Court Project (and former shuffleboard area), the “Project”

General Project Specifications and Requirements:

Basketball Court Area: * Approximately 75' x 80'

Former Shuffleboard Area: * Approximately 55' x 70'

It is implied that all references to the “Basketball Court” include the former shuffleboard area in scope unless clearly stated otherwise.

Contractor shall remove Basketball court and former shuffleboard court including associated fencing materials located at Bayshore Gardens and provide the design for and construction of Court with associated galvanized fencing materials.

Contractor shall provide a comprehensive Project schedule including all dates and time designation for all tasks required to complete the project. The schedule must show Project completion 60 days from signing of the contract.

**** CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A BID. INFORMATION REGARDING EXISTING CONDITIONS PROVIDED IN THIS SOLICITATION MUST BE VERIFIED BY ALL CONTRACTORS.***

The Contractor shall, at all times during the Project, protect all members of the public, including other contractors, and shall perform all work in a safe manner.

Bid shall include optional cost saving suggestions and options to the Project as recognized by the Contractor during the investigation and design phase.

In cases when conflicts exist between information contained in this scope and other parts of the contract documents, the Contractor shall assume that the most expensive solution is required and must be provided.

In all cases, when questions exist to the level of quality required for product and/or installation, the highest level of quality is required.

Available information on Existing Conditions:

No information on the existing asphalt Basketball Court is available. It is the responsibility of the Contractor to gather all information necessary and investigate all existing

conditions required to provide a complete Bid for the Project. Contractor is responsible to verify all existing conditions regardless of any information contained in this Scope of Work or elsewhere in the Request for Bid documentation.

Minimum Specifications of Scope:

The general scope of work for the Project shall include, but not be limited to, all permits, labor, materials, equipment, and related work necessary to replace the Basketball Court and related equipment of generally the same size and at the same location of the existing Court. Scope shall include:

1. Remove existing asphalt/concrete court including basketball posts, down approximately 6 inches. All old material will be loaded and hauled away. Installation of erosion and sediment control measures.
2. Rebuild base level/ grade to support proper drainage.
3. Supply court base using crushed concrete or equal.
4. Provide and install 2 new Legend Jr Select Goals by First Team Sports. These will be anchor based and posts will be mounted on to anchor bases. These will be installed on each end of court as primary basketball goals.
5. 1 1/2" compacted to 1 1/4" course asphalt (type 3 Standard) surface will be installed and compacted. All outside corners will be paved at a 90-degree angle to match existing courts as close as possible. Area removed, will be paved in asphalt to make one seamless, solid asphalt area.
6. Standard 2 coats of acrylic resurface along with silica sand will be applied to entire surface to smooth out irregularities and blemishes.
7. Standard 2 coats of color over entire surface will be applied for looks, wear and texture.
8. Playing lines: Basketball Court Only- 2" white playing lines will be applied to court according to standard high school basketball guidelines, 3-point perimeter etc.
9. Perimeter fence: All post will be set in concrete. Install new galvanized fence around basketball court. Fence will be 10 foot high. All corner posts will be 3", all line posts will be 2 1/2". Top and bottom rail will be 1 5/8". Install one gate. All posts will be set in concrete.

Completion Date:

The Contractor has 60 calendar days to fully complete the Project upon the District issuing a Notice to Proceed.

Warranty:

The following minimum warranties shall be provided for the work performed starting from the completed acceptance date of the Project that allows full uninterrupted use of the Basketball Court and newly surfaced area.

1. 15-year structural warranty on structural cracking, heaving, and settling.
2. 5-year minimum surface warranty on all surfacing coats against all blemishes to include hairline cracks, lifting, peeling and unusual fading
3. All other Basketball court equipment and installed or Contractor provided related equipment, including perimeter fence, shall be warranted for two (2) years

The contractor should note if their standard warranty exceeds the minimum warranty requirements noted above as that will be factored into the final selection process.

Alternates:

Contractor shall provide additional or deduct pricing for the items listed below. Any addon or deducted alternate selected by the District will be added or deducted from the base price for the Project, as appropriate. The resulting balance will be considered the final total price offered by Contractor.

Adds **Optional** costs for up to provide and install up to 4 nonadjustable metal basket goal (post and backboards). 2 on each side of court. These posts will be direct buried in concrete.

Deducts

Contractor shall provide deduct price to reuse/ reinstall any fencing materials (gates, posts, etc.) where reuse does not impact projects requirements.

Job Meetings:

Job meetings will be held on a weekly basis to ensure effective communication between Contractor and District and to provide updates on the progress of the Project. The Contractor shall identify a designated Project Manager to attend all job meetings and prepare simple meeting minutes that reflect all discussions and decisions made at the Job Meeting.

Project Close Out:

The Contractor will fully cooperate in the close out of the Project and provide any Project-specific items that the District needs in order to close out the project. This includes, but is not limited to, certificate of completion, affidavits of payments of debts, release of liens, lien waivers, final applications and certificates for payment. In addition, the Contractor shall turn over to the District all project manuals, a written maintenance schedule and suggested care instructions, and all required warranties in writing.