



**LAURENS COUNTY
BOARD OF EDUCATION**

INVITATION FOR BID

For

**WEST LAURENS HIGH SCHOOL
TRACK AND FIELD RESURFACING**

Bid Number – 19-001

For all questions about this RFP contact:

Mary McCollough, CFO or McKinley Kemp, Maintenance Director
Laurens County Board of Education
467 Firetower Road, Dublin, GA 31021
478-272-4767

marymccollough@lcboe.net; mckinleykemp@lcboe.net

Issued on: January 10, 2019

Final Date for Written Questions: January 31, 2019
Bid Due Date: February 8, 2019

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DEFINITIONS:

- a) **Addendum** – A change, addition, alteration, correction or revision to a bid or contract document.
- b) **Bidder** – A firm, individual or corporation submitting a bid in response to this IFB.
- c) **Bid Unit** – The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and package unit may be the same.
- d) **Board** – The Laurens County Board of Education.
- e) **Contractor** – The provider of the goods and/or services under the contract.
- f) **Invitation for Bid (IFB)** – A type of competitive document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and acceptance (award) will be made to the responsive and responsible Bidder whose bid is most advantageous to the school district. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.
- g) **Solicitation** – A document used by the Board to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Solicitations must also identify all the requirements which the Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

SECTION 1 TRANSMITTAL PAGE

The Laurens County Board of Education is soliciting sealed bids for track and field resurfacing at West Laurens High School. Bids are due by **February 8 @ 2:00 p.m. eastern standard time. Bids will be opened at 4:00 p.m. eastern standard time at the Laurens County Board of Education, 467 Firetower Road, Dublin, GA 31021.**

Bids shall be mailed or delivered to the Laurens County Board of Education, 467 Firetower Road, Dublin, GA 31021, Attention: Mary McCollough. Bids must be enclosed in a sealed envelope and marked, "IFB for WLH Track & Field" **and** returned via email to marymccollough@lcboe.net by the date set forth above. Emailed bids must be returned in the same format as designed in the bid request and completed with information from the respective vendor. NO changes can be made to the format of the file or the information will not be accepted as a proper bid submission. Questions regarding this IFB shall be directed to Mary McCollough or McKinley Kemp at 478-272-4767 or marymccollough@lcboe.net/mckinleykemp@lcboe.net. Bidders may request an IFB by contacting Mary McCollough at the above number or email address.

1. Intent

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to furnish and install a running track surface at West Laurens High School through sealed bids.
- b) The Board reserves the right to accept or reject any or all bids, or to accept any part of a bid, without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board.

2. Nondiscrimination

The Laurens County Board of Education is an equal organization and will not discriminate against any party submitting a bid because of race, creed, color, religion, gender, national origin or ADA disability status.

3. Assistance to Prospective Vendors with a Disability

Prospective vendors with a disability may receive accommodation regarding the means of communicating this IFB and participating in this procurement process. Prospective vendors with a disability should contact the Board to request reasonable accommodation.

4. Bid Submission Procedures

The Board is not liable for any cost incurred by bidders prior to issuance of or entering into a contract. Costs associated with developing the bid and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Board.

- a) Bids must be enclosed in a sealed envelope. The package shall contain one original proposal and seven copies. The outside of the envelope shall be clearly

marked, **“IFB for WLH Track & Field”** and returned via email in the same file format as received.

- b) Bids must be received no later than 2:00 p.m. eastern standard time February 8, 2019.
- c) Late bids shall not be accepted, nor shall additional time be granted to any prospective bidder. The Board assumes no responsibility for delays caused by any delivery service. Bids must be mailed or delivered to the Board and must also be emailed. Faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Laurens County Board of Education
467 Firetower Road
Dublin, GA 31021
ATTN: MARY MCCOLLOUGH

- d) If the Bidder submits bid documents with informalities, errors or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavits or samples, or fails to properly execute and seal the said documents the Bidder (this does not apply to receipt via email), in the Board’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board.
- e) The Board has the right to waive any and all informalities.

5. Bid Opening Date/Time

Issue Date: January 10, 2019

Final Date for written questions: January 31, 2019

Deadline for submitting bids: February 8, 2019 at 2:00 p.m.

6. Award Determination Statement

- a) The award of this IFB is contingent upon available budget funds and approval of the Laurens County Board of Education.
- b) The Board will award the contract to the lowest responsive and responsible Bidder meeting all terms, conditions and specifications of the IFB, within approximately sixty (60) days of the opening of the bids. Submitted bids shall remain valid during the sixty-day period. The Board reserves the right in its sole discretion, to accept or reject any and all bids or parts thereof.
- c) An official letter of acceptance will be forwarded by the Board to the successful Bidder after bid selection and prior to contract award.
- d) Upon acceptance and award of a bid, the contract between the Bidder and the Board shall be drafted from (1) the IFB and addenda, (2) the selected bid response to the IFB by the Bidder and any attachments thereto, and (3) all written communications between the Board and the Bidder concerning the

transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

7. System Contact Information

- a) The Invitation for Bid (IFB) is issued by the Laurens County Board of Education. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

Laurens County Board of Education
Maintenance Department
467 Firetower Road
Dublin, Georgia 31021

- b) Responses to inquiries that affect the content of this IFB will be provided to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board will accept only written inquiries regarding this IFB until January 31, 2019, in order for a reply to reach all Bidders before the bid closes. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB.

8. Bidder Contact Information

Bidder Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email Address	

SECTION 2 STANDARD TERMS AND CONDITIONS

The contract between the Laurens County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Georgia and all applicable federal regulations.

1. **Debarment and Suspension Verification**

Institutions shall solicit offers from, award contracts to, and consent to subcontractors with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.

By signing the Vendor Bid Form, Attachment A, the Bidder is testifying that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible with any Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal Government as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Contractor will immediately notify the Laurens County Board of Education if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

2. **Employment Verification Program**

Bidders must register and participate in the federal work authorization program to verify information for all new employees.

3. **Remedy for Non-Performance/Termination of Contract**

- a) **Termination** – The Laurens County Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Contractor. Contractor shall be compensated for services performed in accordance with the provisions of the contract up to the effective date of the termination, less any payments previously made by the Board, but in no event shall Contractor be entitled to recover loss of profits.
- b) In the event that either the Contractor or the Board defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

4. **Bid Protest Procedures**

- a) Any protests arising from this solicitation and award shall be made in writing and shall be delivered to the Superintendent of the Laurens County School System at 467 Firetower Road, Dublin, Georgia 31021. The protest shall be filed no later than ten (10) days from the award notice and shall include:
- The name, address and telephone number of the protester;
 - The signature of the protester or an authorized representative of the protester;
 - Identification of the purchasing agency and the solicitation or contract number;
 - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested.
- b) A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above.

5. **Non-collusion Statement**

“I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand the collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder per O.C.G.A. 50-5-67. I further certify that the provisions of the official code of Georgia annotated 45-10-20 et seq. have not and will not be violated in any respect.”

6. **Duty to Examine**

It is the responsibility of each Bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

7. **Exceptions to Terms and Conditions**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

8. **Method of Payment**

- a) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- b) All bid prices must include all charges for materials, shipping and installation.

9. **Evaluation Factors**

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition, to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board's opinion, the best overall solution to meet the Board's specifications.

10. **Additional Bid Instructions**

- a) Bid modifications – Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board reserves the right to request information or respond to inquiries for clarification purposes only.
- b) Bid Withdrawal – Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Board before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) Addenda – Any explanation desired by a Bidder regarding the meaning, clarification or interpretation of the IFB must be requested in writing no later than January 31, 2019. Answers to questions or acceptance of requested changes to IFB requirements will be provided in an Addendum to the IFB, which will be posted on the Board of Education's website www.lcboe.net, and notice of the issuance of the Addendum will be given to all parties recorded by the Board as having received the IFB documents from the Board. Receipt of the Addendum should be acknowledged in the bid. Although the Board will take effort to send any addendum to known Bidders, it is the Bidder's ultimate responsibility to ensure receipt of all applicable addenda prior to bid submittal.

11. **Bid Examination**

- a) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- b) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents, including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

12. Rejection or Disqualification of Bids

- a) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- b) The Board reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board's issuance of a written notice of such irregularities.
- c) The Board reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- d) Issuance of this IFB in no way constitutes a commitment by the Board to award a contract. The Board reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board.
- e) Any Bidder who has demonstrated poor performance during a current or previous agreement with the Board may be considered a non-responsible Bidder and their bid may be rejected. The Board reserves the right to exercise this option as is deemed proper and/or necessary.
- f) The Board reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board.

13. Evidence of Financial Capabilities

After the bid opening bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Laurens County Board of Education. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

14. Amendments and Modifications of Contract

The contract between the Board and the Contractor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

15. Independent Contractor and Indemnity

The Contractor shall act as an independent Contractor and not as an employee of the Board. Contractor agrees to indemnify and hold harmless the Board, its elected officials, employees and agents from any against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

16. **Time of Performance**

Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to begin preliminary work on the project. It is desired that the track resurfacing be completed as soon as possible to allow use during the upcoming Spring season.

17. **Evidence of Insurance**

a) The successful bidder, at its expense shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commence of performance of this Agreement, Contractor shall furnish to the Board a certificate of liability insurance evidencing all required coverage in at least the limits requested herein, naming the Laurens County Board of Education, its elected officials, agents and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board. Such certificate shall be issued to Laurens County Board of Education, 467 Firetower Road, Dublin, GA 31021.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

18. **Exceptions**

A bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in writing: (a) the number title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

19. **Warranty**

Successful Bidder shall fully warrant all materials installed under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract.

20. **Gifts and Gratuities**

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district obtaining services under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

21. **Severability:**

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

22. **Waiver and Rejection of Rights:**

Notwithstanding any other provisions of the solicitation the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

SECTION 3

SCOPE OF WORK

Provide material, labor and supervision to furnish and install a running track surface at West Laurens High School. Provide project completion time. Bids are requested from companies experienced in the refinishing and installation of running track surfaces. The scope includes the following:

- Utilize existing curbs, drains and asphalt;
- Strip, pressure wash and prime existing painted track surface;
- Fill all small cracks, bird bath depressions and irregularities in existing surface;
- Install approximately 5,300 yd² of new track system on 8-lane track, long jump/pole vault runway/pad, and high jump pad; and
- Paint lane lines and event markings for relevant high school competition.

The track should consist of a single layer 13mm permeable black mat track system consisting of SBR rubber granules bound in urethane or any system of equal quality, durability and warranty.

All bidders need to contact McKinley Kemp @ 478-272-4767, as soon as possible, to schedule an appointment to walk through, view and inspect the condition of the original track.

ATTACHMENT A VENDOR BID FORM

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board on the form included in the Contract Documents to perform the services as specified or indicated in the contract documents.

This bid is submitted to: Laurens County Board of Education
 467 Firetower Road
 Dublin, GA 31021
 ATTN: Mary McCollough, Finance Director

This bid is submitted on this date: _____

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid shall be directed to:

Questions regarding track materials and specifications:

McKinley Kemp
478-272-4767
mckinleykemp@lcboe.net

Questions regarding bid documents:

Mary McCollough
478-272-4767
marymccollough@lcboe.net

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____

Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached and made part of the Bid (check all that apply):

____ Lobbying Certificate

____ Vendor Bid Form

Bid Pricing:

Unless items are specifically excluded in the Bid, the Board shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

DESCRIPTION	BID AMOUNT	WARRANTY
Single layer 13mm permeable black mat track system consisting of SBR rubber granules bound in urethane or any system of equal quality, durability and warranty.		

Authorized Signature of Bidder:

(This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for the resurfacing of the track surface at West Laurens High School and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID#: _____

E-Verify #: _____

Street Address: _____

Signature**:

Signatory's Name:

Signatory's Title:

Witness' Signature**:

Witness' Name:

Witness' Title:

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the copy of the appropriate authorization, if required, may result in rejection of the bid.