

REQUEST FOR PROPOSAL



LBHS Track Resurfacing

2021.004

Due June 18, 2021

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Section I: GENERAL INFORMATION

Purpose of Proposal

The purpose of this RFP is for the repair and resurfacing of the running track located at 300 East Old Pass road, Long Beach, MS 39560.

Proposal Due Date

Proposals must be submitted by 2:00 PM (CST), Friday, June 18, 2021

Submissions

Printed Copies:

Long Beach School District
Attn: Amber A Geiser
19148 Commission Road
Long Beach, MS 39560

Electronic Copies:

[Central Bidding \(centrallauctionhouse.com\)](http://centrallauctionhouse.com)

Dates

Pre-proposal Conference (optional)
Friday, May 28, 2021 at 9:00 AM (CST)
Lumpkin-Magee stadium, Long Beach, MS 39560

Last day questions will be accepted for response*:
Wednesday, June 2, 2021 by 4:30 PM (CST)

Answers to be provided*:
Friday, June 11, 2021 by 11:00 AM (CST)

Proposals will be accepted until:
Friday, June 18, 2021 at 2:00 PM (CST)

Potential Date of Award:
Friday, July 2, 2021

*Questions can be emailed to russ.badeaux@lbsdk12.com

Applicable Laws for Federally Funded Project

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or

any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Section II: INSTRUCTIONS TO BIDDERS

Receipt of Proposals

Proposals will be accepted by the receptionist at the Long Beach School District Central Office Building, 19148 Commission Road, Long Beach, MS 39560 until 2:00 PM (CST) on Friday, June 18, 2021, in accordance with the specifications attached and other terms and conditions set forth herein. Proposals may also be submitted electronically via [Central Bidding \(centrallauctionhouse.com\)](http://Central Bidding (centrallauctionhouse.com)) by the same date and time established above.

Intent of Contract

The primary objective is to remove the current track surface, repair any asphalt base as needed and install a new surface on the running track located at Lumpkin-Magee stadium, Long Beach, MS 39560.

Bidder's Responsibility

Bidders shall examine the RFP, shall exercise their own judgement as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal.

Contract Amount:

To be determined by proposals received

Contract Length:

To be determined by LBSD and winning bidder

Irregular Proposals

Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

If there are unauthorized additions or conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

If the bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

If the bidder fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

If the bidder fails to include an authorized proposer representative's signature on company letterhead.

Withdrawal or Revision of Proposal

A bidder may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

Any bidder may modify his/her proposal by written communication at any time, provided such communication is received by LBSD prior to the due date of proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification.

LBSD reserves the right to discontinue this RFP before selection process is complete for any reason, including, but not limited to, lack of funding.

Insurance

Prior to starting work, the winning bidder will be required to furnish the LBSD a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

Comprehensive General Liability: \$1,000,000 per occurrence.

Worker's Compensation: AS required by Federal and State Worker's Compensation and occupational standards.

Professional Liability: \$1,000,000 per claim.

The Certificate of Insurance will provide for thirty days (30) written notice to the LBSD by the insurance Company prior to cancellation or material change in policy coverage.

Proposal Evaluation

The proposal will be evaluated using the following criteria:

- Responsiveness to Scope of Work and Proposal Requirements.
- Professional competence, including qualifications and competence of key personnel.
- Experience with similar projects and submission of previous work samples.
- Record of the firm in accomplishing work on other projects with respect to such factors as the quality and adequacy of the work, resource allocation, ability to meet schedules, and cost control.
- Accessibility of the firm and the ability of key personnel to visit the project area.
- Ownership of firm by minority or participation of minority personnel, or subcontractors on the project.
- How well established the firm is in this area of expertise.

After the Evaluation Panel's (EP) initial evaluation of the proposals, the EP (or its designees) may, if necessary, hold interviews with the top ranked proposers. Bidders selected for an interview will be contacted by 06/25/21. Each interview will be no more than 60-minutes, with the bidder's presentation limited to not more than 20-minutes. Any area of specific concern will be identified before the interview. The LBSD reserves the right to select a proposer based solely on written proposals and not convene oral interviews. If interviews are required, they will be held on 06/30/21.

LBSD reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all nonconforming or conditional proposals or counter proposals. LBSD reserves the right to reject any proposal if investigation of such bidder fails to satisfy LBSD that such bidder is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.

Any and all proposals will be rejected if there is reason to believe that collusion exists among the bidders. The signature on the bid form certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Section III: SCOPE OF WORK

Bid

- Remove existing surface and dispose of offsite.
- Prep asphalt base for new surface, repair as needed.
- Install ½ inch thick polyurethane track system comprised of a base layer of polyurethane bound granules and topped with a polyurethane structural spray and EPDM granules. The result is a resilient, water permeable, synthetic rubber all-weather track surfacing. Maroon or Dark red in color
- Install lane striping to regulation.

Warranty

- Contractor shall warrant the surface installation against faulty materials or workmanship for a period of 5 years from acceptance by owner.

Contractor Assurances

Applicable to the bid

- Contractor is responsible for verifying all measurements and dimensions.
- Contractor is responsible for ensuring all local codes are met
- Contractor is responsible for obtaining any permits required by local government
- Contractor is responsible for ensuring all manufacturers recommendation for prep are followed and that manufacturer's warranty is not compromised
- Contractor is responsible for hauling all debris and cleaning the job site of hazards.
- Contractor is responsible for restoring any damaged landscaping to pre-construction appearances
- Unless otherwise agreed upon, payments for services shall be made monthly in proportion to services performed, less agreed upon retainage.

Section IV: REQUIRED SUBMITTALS

CONSTRUCTION BID FORM	
Contractor Name:	
Address:	
Phone Number:	
Fax:	
Email Address:	
Project	2021.004
Base Bid:	
Bidder's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal for the bidder.	
Contractor Signature:	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> 2 Business name/disregarded entity name, if different from above </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 70%; padding: 5px;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____ </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </div> </div> </div> <div style="width: 25%; padding: 5px;"> 4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%; padding: 5px;"> 5 Address (number, street, and apt. or suite no.) See Instructions. </div> <div style="width: 35%; padding: 5px;"> Requester's name and address (optional) </div> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> 6 City, state, and ZIP code </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> 7 List account number(s) here (optional) </div>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>
or	
Employer identification number	
<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Section V: TERMS AND CONDITIONS

Procurement Law

This request for proposal (RFP) is subject to MS State Law 31-7-14 and any revisions thereto in effect at the time of this RFP.

Employment Discrimination by Contractor Prohibited

In the solicitation or awarding of contracts, LBSD shall not discriminate on the basis of race, religion, age, disability, or sex (gender) of the bidder. Every contract shall include the following provision:

“All bidders shall abide by applicable state and federal laws including, but not limited to, all provisions of the Americans with Disabilities Act. Each bidder agrees to hold LBSD harmless regarding all claims in connections with the bidder’s failure to comply with applicable laws and regulations.”

Purchase Order/Contract

The proposal and any resulting purchase order/contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Mississippi.

Kickback

By signing proposal, the bidder’s representative certifies that he/she has not offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with the proposal. A kickback is defined as an inducement for the award of the contract, subcontract, or order through any payment, loan, subscription, advance, deposit of money, services, or anything of value in return for an agreement not to compete on a public contract.

Proposal Terms

Proposals submitted must be firm for a period of sixty (60) days from proposal submission date, unless otherwise specified, and no proposal may be withdrawn during that period.