

**ACTION MEMORANDUM**

**TO:** Board of Education

**FROM:** Jason Daniel, Executive Director of Capital Programs  
Eddie Ashley, Director of Athletics

**SUBJECT:** RFP 17-33 Track Replacement at Thompson Stadium

**Summary**

This memorandum recommends a company for the track replacement at Thompson Stadium.

**Background**

The existing track at Thompson Stadium has deteriorated to the point where repairs are no longer feasible to keep this track in proper condition.

The replacement of the track surface was budgeted as part of the 2016 ESPLOST program. On May 30, 2017, RFP 17-33 was advertised for the track replacement at Thompson Stadium.

One proposal was received by procurement on June 8, 2017. The submitted proposal was compliant with the requirements set forth in the RFP.

<b>RFP 17-33</b>		
<u>Company</u>	<u>Location</u>	<u>Lump Sum Price</u>
SPORTS TURF COMPANY	Whitesburg, GA	<b><u>\$325,453.00</u></b>

The previous estimate and budget for this project was set at \$375,000. Funding shall be through the 2016 ESPLOST Program.

**Recommendation**

That the Board of Education authorize the Superintendent to issue a purchase order for \$325,453.00 to Sports Turf Company to perform the track replacement work at Thompson Stadium.

**Superintendent's Comments and Approval**

<u>Superintendent's Comments</u>	
Dr. Curtis L. Jones, Jr.	Approved

June 7, 2017

Elaine M. Wilson  
Procurement Director  
4580 Cavalier Drive  
Macon, GA 31204

Dear Ms. Wilson:

**Sports Turf Company, Inc. appreciates the opportunity to offer a proposal for replacement of the Thompson Stadium Track at 1210 Shurling Drive, Macon, GA 31211. We are pleased to also present information about our company and the team who will be executing the work should we be selected.**

Sports Turf Company has been constructing the very best athletic facilities for more than 25 years. We are recognized by American Sports Builders Association (ASBA) to have four Certified Field Builders and two Certified Track Builders on staff. We build premium fields and tracks, but offer solutions to meet any budget and specification. Every project is a partnership leading to a well-constructed field or track for young athletes, coaches and the community to enjoy for years to come.

For purposes of clarification, Sports Turf Company has offered to provide an upgraded polyurethane surface and five (5) year warranty for the same price as the Alt 1 13mm ST-55 Red Latex track surface with a three (3) year warranty, provided the whole scope of work is adopted. It is not advisable to install the better quality polyurethane track system over the existing asphalt given its current condition and age. After having inspected the track, condition of asphalt and events, Sports Turf Company strongly recommends performing the total scope of work. The price of the total recommended scope of work is:

- (a) Base Bid 13mm ST-50 Black Latex track surface at \$189,453
- (b) + Alt 2 13mm Spurtan BS basemat Sealed Spray at \$35,000
- (c) + Remove and Replace High Jump Pad with Concrete at \$25,000
- (d) + Mill Asphalt and Repave at \$70,000
- (e) + Replace four (4) Take-off Boards at \$6,000

Total: \$325,453

For purposes of directing your attention to the specific Contractor Qualifications and Submittals required by the RFP:

### **Part 3 Quality Assurance/3.01 Contractor Qualifications**

- A. Sports Turf Company has been in the business of installation of elastomeric latex and rubber synthetic track surfacing for more than five years (thirteen years).
- B. Sports Turf Company has installed 53 outdoor track facilities; 31 Latex and 10 Spurtan Polyurethane systems. (Exhibit A)
- C. Sports Turf Company is a member in good standing of the American Sports Builders Association. (Exhibit B)
- D. Sports Turf Company employs two (2) Certified Track Builders, one of whom will actually be onsite for the project. (Exhibit B)





**Part 3 Quality Assurance/3.02 Submittals**

- A. Standard printed specifications of the synthetic track surfacing system to be installed are included. (Exhibit C)
- B. An affidavit testifying that the synthetic track surfacing materials to be installed meet the requirements defined by the manufacturer's currently published specifications and any modifications outlined in the technical specifications is included. (Exhibit D)
- C. A synthetic track surfacing sample 4" in size of the ST-50 Black Latex, ST-55 Red Latex and Spurtan BS Polyurethane are included in the packaged marked, ORIGINAL.
- D. A list of outdoor track facilities installed over the past 5 years using the exact synthetic track system specified herein is included. (Exhibit A)

**Merchantability & Quality**

Samples of both the Manufacturers and Contractors warranties are included. Sports Turf Company anticipates being in ongoing contact with Bibb County School District staff including the Athletic Director and Facilities personnel. We will conduct an inspection one year after installation. Should at any time the school district have a question or concern or need consultation, a simple call to the office will result in scheduling of a site visit. Sports Turf Company strives for clear communication through every step.

All other documents should be in order. If you have any questions, please do not hesitate to call me personally.

Best Regards,



Scott Powers

Project Development

Sports Turf Company, Inc.







  
BIBB COUNTY SCHOOL DISTRICT  
PROCUREMENT OFFICE  
RFP 17-33

Ladies and Gentlemen:

The Bibb County School District takes this opportunity to announce that we are requesting bids for renovations of Appling Middle School Track Field.

Bids will be accepted prior to 11:00 AM, EST on 6/05/2017 at which time they will be accepted for review, by the Procurement Office.

All bids will be evaluated as described in the attached document. Time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department.

Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.

We have included a Bid File, as well as vendor packet to be returned with ALL BIDS.

If you have any questions concerning this bid, please submit them in writing to Elaine M. Wilson, [elaine.wilson@bcsdk12.net](mailto:elaine.wilson@bcsdk12.net). In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Elaine M. Wilson  
Procurement Director

Bibb BCSD School District extends this offer to submit a bid for the services being requested within this RFP. Please ensure you are able to meet the specifications for EVERY area as requested.

**Vendors must attach an original and duplicate copy/copies of the bid response. Label each bid as "Original" and "Duplicate" at the top of the first page.**

Bidder must indicate below whether or not his bid is in complete compliance with the stated specifications. If there are any deviations from the specification, bidder must indicate in writing what the deviations are and must submit with his bid complete description literature on the items bid.

Bid is in complete compliance with the bid specifications

Bid deviates from stated specifications as follows:

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**Merchantability & Quality:**

Seller warrants that the goods will be merchantable quality, free from defects in materials and workmanship, and will conform to the descriptions and specifications contained in this document and in sellers catalogues, products, brochures, and other representations, depictions, or models for the goods.

Specify your warranty/guarantee beyond that stated above. Provide a clear description of warranty/guaranty service offered and duration of service (i.e. on site, call tag service, parts and labor included, parts only).

State specifically how you would handle warranty service (i.e. vendor on site pick up, Bibb BCSD School System to mail to manufacture, etc.)

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**Exclusion of Trade Usage:**

This document contains all the terms, conditions, obligations, to which the parties have agreed and shall not be modified, controlled, explained, supplemented, or affected in any way by any usage of trade not expressly included in this agreement.

**Conformity with U.C.C.**

Unless the context requires otherwise, all terms used in this document and which are defined in the Uniform Commercial Code as adopted by the State of GA shall have the same definition set forth in the Code on the date



**Background Information on Bibb County School District:**

The Bibb County School District has approximately 25,000 students; we have (6) High Schools that we are seeking services as described in the scope of service; along with the following fields: Football, Soccer, Baseball and Softball Fields. This is a one year, with the option of (3) Three Renewals annual contract.

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## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The purpose of this Request for Proposal (RFP) is to select a qualified general contractor to renovate the track at Appling Middle School. Only General Contractors who specialize in athletic track construction and surfacing will be considered. The General Contractor shall act / perform as the Athletic Track Contractor (ATC). Request for Proposal (PROPOSALS) to the Bibb County School District will be based on information provided herein. The term of contract shall from the date of award. Project is located at 1210 Shurling Dr, Macon, GA 31211.

## **2.0 DESCRIPTION OF REQUIREMENTS**

### **2.1 Introduction**

The Bibb County School District has established certain requirements with respect to Proposals to be submitted by Offeror (s).

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of Offeror (s) PROPOSALS.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

### **2.2 Objective of the Procurement**

#### **2.2.1 Scope of Work**

- A. Track Renovation – The exiting asphalt track and events will be renovated as required to allow for installation of a New 13mm Latex Track System. Below are the minimum requirements for the proposed renovation.
  1. The track shall be milled to a minimum depth of one and one half inches (1 ½"). All materials should be removed from the site unless specifically directed differently by the owner. The track will be repaved utilizing a Topping Mix to a minimum compacted depth of one and one half inches (1 ½"). Specifications for the asphalt are attached to this RFP.
  2. The existing high jump pad shall be removed and replaced with a new concrete high jump pad. The concrete will be a minimum depth of four inches (4"). Specifications for the concrete placement are attached to this RFP.
  3. The event runways will be cleaned and prepped as part of the renovation. The existing take-off boards will be removed and replaced per the Specifications for Track Equipment.
  4. The new track and all of the event runways shall receive a minimum thirteen millimeter (13mm) Resilient Latex Track Surface. The specifications for the Latex surface are attached to the RFP.

No Substitutions will be accepted unless otherwise approved by Board of Education.

#### 2.2.2 Quality Assurance

All work will be performed and completed to the complete satisfaction and acceptance of the Board of Education. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustments. The warranty for the Latex Track Surface will be for a period of three (3) years. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

#### 2.2.3 Building Permits & Fees

It is the contractor's responsibility to provide all permits and include all local fees necessary for the construction of the proposed project. All sales and use taxes on products should be included.

#### 2.2.4 Contractor Requirements

A. The Contractor shall submit with the RFP the following information supporting their PROPOSAL:

1. To be qualified in your respective trade, your company must have been in business for a minimum of fifteen (15) years under the current business name. The supervisor assigned to the contract must have been working at his trade for a minimum of three (3) years. The contractor should provide detailed information on the company and the resume of the project manager and superintendent for the project.
2. A copy of the contractor's Georgia General Contractors License.
3. The General Contractor should have on staff a Certified Track Builder (CTB), as certified by the American Sports Builders Association (ASBA), to aid in the construction management of the Track. A copy of the CTB certificate should be included in the RFP.

### 3.0 REQUEST SUBMISSION AND EVALUATION

#### 3.1 Economy of Presentation

PROPOSALS shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror (s) capabilities to satisfy the requirements of this RFP. Fancy binding, colored displays, and promotional material are not required. Emphasis on each Request must be on completeness and clarity of content. To expedite the evaluation of Requests, it is essential that Offeror (s) follow the format and instructions contained herein.

#### 3.2 Required Organization of Offeror (s) PROPOSALS

The PROPOSALS package shall and must be organized in a manner such that the requirements in the RFP are cross-referenced with the PROPOSALS document. It is mandatory that the requirements from the RFP be captured at one location at the beginning of the PROPOSALS. The locations within the PROPOSALS where each requirement is met shall and must be identified next to the requirement.



3.3 Submission of Proposal

The packages shall be in sealed envelopes and identified as follows:

- RFP Number:
- Opening Date and Time:
- Request for Proposal Name:
- Georgia General Contractor's License Number:

All packages are due at the location specified no later than the date and time specified herein. The PROPOSAL package must include detailed information relative to Section 2.2.4, Contractor Proposal, as required.

Proposals shall include the following pricing:

Base Bid – 13 mm Black Latex Track resurface:	\$ 189,453
Alternate 1 - 13mm Red Latex Track resurface:	\$ 35,000
Alternate 2 – Spurtan BS Polyurethane Track Surface	\$ 35,000
Remove & Replace High Jump Pad w/ Concrete:	\$ 25,000
Mill Asphalt & Overlay New Asphalt:	\$ 70,000
Replace Take-Off Boards (Price Per Each):	\$ 1,500 (4) (\$6,000)

3.4 Evaluation Criteria and Process

3.4.1. Review of Proposal

All Proposals received will be reviewed by the Purchasing Manager to ensure all administrative requirements of the RFP package have been met by the Offeror (s). Each Proposal will be reviewed to ensure the Offeror (s) submitted all information required in the RFP and all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All PROPOSALS meeting the administrative requirements will then be turned over to the Evaluation Committee for further evaluation.

3.4.2 Evaluation Committee

The Evaluation Committee will review all submittals received and rank Offeror (s) based on submittal information required in RFP Section 2.2.4, Contractor Proposal. Points will be awarded on the following basis (Proposal Cost: 60%; Company Experience & Personnel: 30%; Proposal Organization: 10%). Discussions may be conducted by the Board of Education with responsible Offeror (s) who submit PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offeror (s) shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Requests; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offeror (s).

Award of contract shall be made to the responsible Offeror (s) who has successfully submitted a PROPOSALS and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The Board of Education reserves the right to reject any and all PROPOSALS submitted in response to this RFP.

#### **4.0 TERMS AND CONDITIONS**

##### **4.1 RFP Amendments**

The Board of Education reserves the right to addend the RFP prior to the date of Proposal submission.

##### **4.2 Request Withdrawal**

Prior to the due date, submitted Proposal may be withdrawn by the Offeror (s) by submitting a written request to the Owner named herein. A person authorized to sign for the Offeror (s) must sign all such requests.

##### **4.3 Contract**

The Owner reserves the right to add provisions to the contract to be consistent with the successful Offeror (s) offer and to negotiate with the successful Offeror (s) other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the city affect the evaluation criteria set forth herein, or give the successful Offeror(s) a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror(s) Proposal and be attached to the agreement. Offeror(s) are cautioned that any exception submitted will give the Offeror(s) a competitive advantage over another Offeror(s) or will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter into discussions with the Owner to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejections of the Offeror (s) proposal.

##### **4.4 Payment for Services**

The Successful Contractor shall be compensated upon acceptance of a correct and acceptable payment applications for services rendered for the previous month with the final payment upon project completion and acceptance by the Director of Procurement. Acceptable payment applications will have attached documentation. Retainage of ten percent (10%) will be withheld from all partial payment applications and will be paid only when the Owner has accepted the project as fully complete; with all Payment Applications (Partial & Final) lien waivers will be required.

##### **4.5 Conflict of Interest**

If an Offeror (s) has any existing client relationship(s) involving the Bibb County Board of Education preventing their being objective, the Offeror (s) must disclose such relationship(s).



#### 4.6 Confidentiality Requirements

The staff members assigned by the successful Offeror (s) to this project may be required to sign a departmental non-disclosure Request. Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The Bibb County School District cannot protect proprietary data submitted in Vendor Proposals.

### 5.0 INSURANCE

#### 5.1 Worker's Compensation

Required documentation includes certificate from insurance company showing issuance of Worker's Compensation coverage for the State of Georgia.

##### 5.1.1 Comprehensive General Liability Insurance

Bodily Injury Liability	\$500,000 each person \$500,000 each occurrence \$1,000,000 aggregate
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Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate
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##### 5.1.2 Comprehensive Auto Liability Insurance

Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
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##### 5.1.3 Excess Umbrella Liability

Combined Single Limit Bodily Injury and/or Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
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##### 5.1.4 Guidelines

The Contractor shall provide the Bibb County Board of Education with a certified copy of each of the policies, or binders indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the official Board of Education representative. A renewal policy or certificate shall be delivered to the Board of Education at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the Board of Education as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the Board of Education, the Contractor shall deliver to the Board of Education representative upon demand a certified copy of any policy required herein for review.

The contractor does hereby agree to indemnify, defend and save harmless the Board of Education against any and all claims of any nature whatsoever, including, but not limited to, damages to property of the

Board of Education or injury to employees or visitors of the Board of Education arising out of any of the operations included in this RFP and agreement.

#### 5.1.5 Bonding Requirements

Contractor will be required to provide a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent of the base bid, payable to the Bibb County School District. Said Bid Bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this proposal and in the proposal and contract documents, should the contract be awarded.

The Successful offeror (s) shall be required to furnish a bond for the faithful performance (PERFORMANCE BOND) on the contract and a bond to secure payment (PAYMENT BOND) of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to 100 percent of the contract price.

Bonds shall be issued by a corporate surety that appears on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

**6.0  
CERTIFICATION**

By my signature below, it is certified that my firm can meet all terms of the Request of Proposal and will perform the services specified; and for the privilege of doing so on the Board of Education premises. I understand that, upon proper acceptance of this offer by the Board of Education, contract will thereby be created.

Given under my hand this 7<sup>th</sup> day of June, 2017.

Sports Turf Company  
 Name of Firm  
[Signature]  
 Signature  
Vice President  
 Title  
1487 Blackdirt Road, Whitesburg, GA 30185  
 Business Address  
twiggins@sportsturf.net  
 Email Address

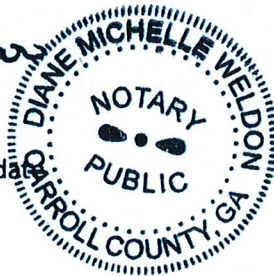


Sworn to and subscribed before me this 7<sup>th</sup> day of June, 2017.

Diane Michelle Weldon

Notary Public  
June 2, 2020

My commission expires on the above date







# Certificate of Membership

*This is to certify that*

**Sports Turf Company**  
Is a Member of the Builder Division  
of the

**American Sports Builders Association**

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*



*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on*

*December 5, 2004*

*Gregory S. [Signature]*

Secretary

Chairman





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board*

*Has Conferred Upon*

**Todd Wiggins**

*The Designation*

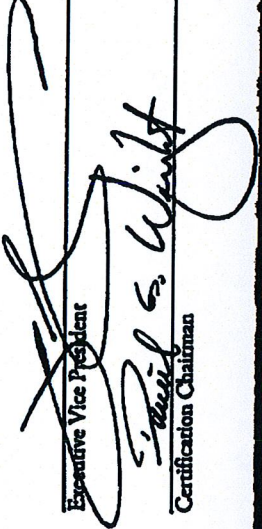
**CERTIFIED FIELD BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF FIELD CONSTRUCTION AND  
FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 3<sup>rd</sup> day of December, 2016

Certification valid for a period of 3 years.

Executive Vice President



Certification Chairman





**AMERICAN  
SPORTS BUILDERS  
ASSOCIATION**

*Through Its Certification Board  
Has Conferred Upon*

**Mark Becker**

*The Designation*

**CERTIFIED TRACK BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF RUNNING TRACK CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 31<sup>st</sup> day of December, 2016.

Certification valid for a period of 3 years.

*[Signature]*  
Executive Vice President

*[Signature]*

Certification Chairman