

**PIKE COUNTY SCHOOLS
(PCS)
REQUEST FOR
PROPOSALS
PIKE COUNTY HIGH SCHOOL TENNIS COURTS
RESURFACING**



SCHOOL SUPERINTENDENT

Dr. Michael Duncan

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**PIKE PCS SCHOOLS
REQUEST FOR PROPOSAL
PIKE PCS SCHOOLS COURTS RESURFACING**

Bids addressed to Mick Rawls, Pike County Facilities, 16 Jackson Street, P. O. Box 386, Zebulon, GA 30295 and marked **“RFP-PIKE COUNTY HIGH SCHOOL COURTS RESURFACING”** will be **accepted until, Wednesday July 6th, 2022, at 2:00 PM EST** Please include **“RFP- PIKE COUNTY HIGH SCHOOL COURTS RESURFACING”**

Instructions for submitting bids and complete requirements and information may be obtained by visiting the PCS’s website at <https://pike.k12.ga.us/contracts-bids/>

Pike County Schools is requesting bids from firms capable of providing **“RFP-TENNIS COURT RESURFACING”** for the Pike County High School.

Pike County Schools reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of the PCS.

Released: **Friday June 3rd, 2022, at 10:00 AM EST**

Section 2 – General Information

2.1 – Schedule

Date	Action
Wednesday, June 3rd , 2022, at 10:00 AM EST	RFP issued.
Wednesday, June 15th, 2022, at 10:00 AM EST	Pre-Bidders meeting
Thursday, June 22nd, 2022, at COB 4:00 PM	Deadline for questions
Thursday, July 6th, 2022, at 2:00 PM EST	Deadline for receipt of bids

2.2 – Introduction

Pike PCS Schools is requesting bids from licensed tennis court contractors capable of providing “**PIKE COUNTY HIGH SCHOOL COURTS RESURFACING**” for the Pike PCS Schools.

Acceptance by the PCS of any submittal to this Request for Proposal (RFP) shall not constitute or warrant a contract. The PCS is not responsible for the cost associated with preparing a Bid and/or participating in any interviews that may be requested by the PCS to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for goods and/or services requested and approved by the PCS. No work effort will begin without written authorization (Notice to Proceed) from the PCS.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Refer to Pike County Schools Purchase Order Terms and Conditions.

2.4 – Questions

Questions concerning this solicitation should be directed to Mick Rawls, Purchasing Agent at rawlsw@pike.k12.ga.us. Questions will be received until **Thursday, June 15th, 2022, at COB 4:00 PM**

An addendum summarizing all questions and answers will be posted to the PCS’s website.

Bidders who have notified the PCS of their intent to submit a bid along with the email address will be sent the addendum upon posting.

2.5 – Communication

Other than the contact person detailed in Section 2.4 above, Bidders may not have communications, verbal or otherwise, concerning this RFP with any personnel

from Pike PCS Schools, other than the person listed in this section, which is Mick Rawls, Facilities Director. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

All Bidders who intend to submit a bid on this project should send an email to rawlsw@pike.k12.ga.us including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective Bidders in the preparation of the response to this RFP are the responsibility of the Bidder and will not be reimbursed by the PCS.

2.8 – Bid Submittal Deadline

Bidders are instructed to submit their Bids in a sealed envelope clearly marked “**RFP- PIKE COUNTY SCHOOLS COURTS RESURFACING**” and mail to:

Pike County Schools
Attn: Mick Rawls, Facilities Director
16 Jackson Street
PO Box 386
Zebulon, Georgia
30295

OR

Send your Bid via email to rawlsw@pike.k12.ga.us.

The deadline for receipt of bids is **Thursday, June 27th, 2022, at 2:00 PM EST**, EST Bids received after the time and date for closing will not be accepted.

2.9 – Authorized Signature

Bids must be signed by an authorized individual of the firm. Bids that are not signed will be rejected.

2.10 – Minor Deviations

PCS reserves the right to allow or disallow minor deviations or technicalities should the PCS deem it to be to the best interest of the PCS. PCS shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 – Ownership of Documents

All bids and accompanying documentation will become the property of PCS at the time the bids are opened and as such will not be returned to the Bidder.

2.12 - Trade Secret Confidentiality

Upon receipt of your bid by PCS, your bid is considered a public record except for material which qualifies as "trade secret" under Georgia Law.

After opening, your bid will be provided to PCS staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids

No bid may be modified, withdrawn, or canceled by the Bidder for a period of ninety (90) days following the receipt of bids. Negligence or error on the part of any Bidder in preparing his bid confers no right of withdrawal or modification after the bids have been opened.

2.14 - Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

2.15- Indemnity

The successful Bidder shall indemnify and hold the PCS, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.16 – E-Verify

Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, PCS requires an affidavit attesting to Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Addendum

The RFP package constitutes the entire set of instructions to the Bidder. The PCS shall not be responsible for any other instructions, verbal or written, made by anyone. Any

changes to the specifications will be in the form of an Addendum which will be sent to all known Bidders who notified the Purchasing Agent of their intent to submit a bid and posted on the PCS's website.

You may visit our website at <https://pike.k12.ga.us/contracts-bids/> to check for the issuance of any addenda before submitting your bid.

2.18 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of Georgia will result in rejection of bid.

2.19 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

2.20 – Award

Award "shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract." The successful Bidder to whom the Contract is awarded by the OWNER shall within ten (10) business days after notice of award deliver to the PCS all required documents necessary to execute the contract/purchase order. Failure to do so may result in the OWNER exercising its right to negotiate with the next lowest Bidder.

2.21 Required Bonds and Insurance

Prior to the award of a contract, the Contractor shall provide the School District with a 100% Performance and Payment Bond from a bonding institution listed in the current edition of the Federal Register as a surety for its faithful performance of this contract. Bonds must be kept in force for the duration of the contract; and, executed by a resident agent of the State of Georgia; and be in compliance with Georgia Revised Statutes.

Below is listed the insurance coverage which must be procured by the contractor at his own expense. The contractor agrees to follow instructions indicated in each case:

- (1) Comprehensive General Liability Insurance. Combined Single limits including Bodily Injury and Property Damage with limits of \$1,000,000 for each occurrence, personal and advertising injury with a limit of \$1,000,000 per occurrence and \$2,000,000 general and products/completed operations aggregates. General Liability should include premises/operations coverage and products and completed operations coverage. Policy should include X, C, U (Explosion, Collapse, and Underground Coverage).
- (2) Auto Liability - including Owner, hired, and non-owned vehicles with Combined Single limits including Bodily injury and Property damage of \$1,000,000 for each occurrence.
- (3) Umbrella Excess Liability Insurance: Contractor shall carry umbrella excess liability including Auto, General Liability and Workers' Compensation in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.
- (4) Environment Impairment Liability and/or Pollution Liability - \$1,000,000 per occurrence.
- (5) Worker's Compensation: As required by law.

All the above policies must be occurrence based. The Pike PCS School District shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by the School District. Said insurance shall in fact be primary to any insurance maintained by the School District.

Evidence of required bonds and insurance shall be presented prior to the execution of a GMP contract. The required bond shall be indicated as a single line item on the Contractor's GMP breakdown, and the bonding amount shall be adjusted by change order when all contract costs are established by procurement of subcontract bids. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the School District.

Should the Contractor elect to require certain subcontractors to provide Performance Bonds and Labor and Material Payment Bonds, the cost of these subcontractor provided bonds shall be the responsibility of the Contractor and shall not be included in the GMP. The cost of these subcontractor provided bonds shall be itemized as a separate line item on the subcontractor's bid form.

2.22 – Payment Terms

Payment is Net 30 days from the date of an approved invoice.

2.23 - Right to Reject Bids

PCS reserves the right to accept or reject any or all bid in response to this solicitation.

Section 3– Scope of Work

The intent of this Request for proposal is to seek and obtain proposals from Georgia licensed tennis court contractors to repair and resurface Four (4) exterior tennis courts, located at 331 Pirate Drive Zebulon, Ga. 30295 See “**Attachment A: Existing Tennis Courts**” below. Repairs, resurfacing, playing lines, etc. must meet United States Tennis Association (USTA) specifications. Repairs and resurfacing of tennis courts must include the following:

- Surface preparation must include cleaning and scraping all courts of loose material, dirt and debris; patching any depressions holding more than 1/8” of water after being allowed to drain for one hour using an acrylic patch material; repair and patch any structural cracks, dings, etc., in the asphalt surface using an acrylic patching material.
- Court surfacing should include:
 - Applying two (2) coats of Novasurface sand filled acrylic resurfacer (or equivalent) to the entire court surface, as a filler coat, following the manufactures and application directions.
 - Applying two (2) coats of Nova Combination Surface, sand filled acrylic latex compound (or equivalent) to the entire court surface as a texture coat and a finish coat, following the manufacturers and application directions.
 - Court colors will match existing colors a shown on “**Attachment A: Existing Tennis Courts**”; Charcoal Gray for playing surface and Red for non-playing surface.
- Prior to painting playing lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp, sharp line edge. Layout, tape, and hand paint 2 inch wide playing lines using Novatex, textured acrylic white line paint (or equivalent).
- Replace all net posts; replace all nets and insure they are to correct height and tension; clean job site and dispose of all debris.
- Provide alternate estimate option to resurface as specified in the scope of project except install Fortress 97423 polyester fabric (or equivalent) over the entire court surface. Fabric should include a minimum of a two-year warranty against the appearance of cracks over the entire surface.

Attachment A: Existing Tennis Courts



Section 4– Pike PCS Schools Purchase Order Terms & Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:**

Contact the “Ship To” Department shown on the purchase order.

2. **PURCHASE ORDER NUMBER:**

The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The PCS will not be responsible for goods delivered without a purchase order.

3. **PRICE:**

If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.

4. **INVOICES:**

All invoices are to be mailed to PCSD, P. O. Box 386, Zebulon, GA 30295. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.

5. **CASH DISCOUNTS:**

All cash discounts will be effective from the date an invoice is received and approved by the PCS and not the date the invoice is printed by the vendor

6. **PAYMENT TERMS:**

The PCS agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The PCS does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.

7. **TAXES:**

Pike PCS Schools is Tax-Exempt.

8. **QUANTITY:**

The specific quantity ordered must be delivered in full and will not be changed without the Purchasing’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.

9. **FREIGHT AND PACKAGING:**

Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging. The campus does not have truck dock.

10. **SERVICES PERFORMED:**

All services rendered under this agreement will be performed at the Seller’s own risk and the Seller expressly agrees to indemnify and hold harmless PCS, its officers, agents, and employees from all liability, loss or damage that they may suffer as a result of claims, demands, actions,

damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

11. INSURANCE:

All the above policies must be occurrence based. The Pike PCS School District shall be named as an additional insured on all policies. The policies shall contain provisions that the coverage provided by said policies shall be primary to any insurance maintained by the School District. Said insurance shall in fact be primary to any insurance maintained by the School District.

Evidence of required bonds and insurance shall be presented prior to the execution of a GMP contract. The required bond shall be indicated as a single line item on the Contractor's GMP breakdown, and the bonding amount shall be adjusted by change order when all contract costs are established by procurement of subcontract bids. Insurance policies to be carried under the agreement shall not be changed, canceled, or allowed to expire without thirty (30) days prior written notification to the School District. Should the Contractor elect to require certain subcontractors to provide Performance Bonds and Labor and Material Payment Bonds, the cost of these subcontractor provided bonds shall be the responsibility of the Contractor and shall not be included in the GMP. The cost of these subcontractor provided bonds shall be itemized as a separate line item on the subcontractor's bid form.

12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Pike PCS Schools against any loss, cost, liability or damage by reason of seller's violation of any laws.

13. CANCELLATION:

Pike PCS Schools reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

14. ACCEPTANCE AND INSPECTION:

All goods shall be subject to the PCS's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the PCS. If goods are rejected, they will be returned at seller's risk for credit or replacement at the PCS's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the PCS shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the PCS may have against the seller.

15. WARRANTY:

The seller expressly warrants those goods, covered by this order will conform to the specifications, drawings, or samples furnished by the PCS and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the PCS. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold PCS harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. HAZARDOUS CHEMICALS:

The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

17. MATERIAL SAFETY DATA SHEETS (MSDS):

The seller shall ensure that PCS is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

18. NON-DISCRIMINATION POLICY:

Pike PCS Schools does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the PCS are expected to fully comply with the PCS's non-discrimination policy.

19. VERBAL AGREEMENT:

The PCS will not be bound by any verbal agreements.

20. INDEPENDENT CONTRACTOR:

It is mutually understood and agreed the seller is an independent contractor and not an agent of PCS, and as such, seller, his or her agents and employees shall not be entitled to any PCS employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

21. GOVERNING LAW:

All terms and conditions shall be interpreted in accordance with the laws of the State of Georgia

22. E-VERIFY COMPLIANCE:

The Contractor agrees to perform all work in compliance with O.C.G.A.13-10-91, et seq., Georgia Security and Immigration Compliance Act. The Contractor shall state affirmatively that the individual, firm, or corporation which is contracting with the Pike County School District, has registered with and is participating in a federal work authorization program using any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. See **Attachment 5** that must be complete with proposal. The Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the District, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Pike County School District at the time the subcontractor(s) is retained to perform such service. The Contractor also agrees to perform all work in compliance with O.C.G.A. 50-36-1 Systematic Alien Verification for Entitlements (SAVE) program. The Contractor agrees that, should it employ or contract with any subcontractor(s) pursuant to this contract with the District, the Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 50-36-1. The Contractor also agrees to provide verification of compliance with executed affidavits available on the Department of Audits and Accounts website at, http://www.audits.ga.gov/NALGAD/Files/OCGA_50-36-1xex2x/pdf. The Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Pike County School District at the time the subcontractor(s) is retained to perform such service.” Respondents to this RFP agree to waive any claims they have or may have against the Owner, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any proposal; (2) waiver of any representations under the proposal or documents; (3) approval or rejection of any proposal; and (4) award of a contract.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Pike County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____	_____
Federal Work Authorization User Identification Number	Date of Authorization
_____	_____

_____	_____
Name of Contractor	Name of Project
_____	_____

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Reference Requirements:

Provide Three (3) references from Owners that you have worked with in the past that the District can contact to discuss your firm’s performance and teamwork. The references requested are for the Contractor firm only and not individuals within the firm.

Company Name:
Contact Person:
Phone Number:
Email Address:
Company Name:
Contact Person:
Phone Number:
Email Address:
Company Name:
Contact Person:
Phone Number:
Email Address:

ADDENDUM # _____ Date _____

Date: _____