

# Memorandum

To: **Track resurfacing companies**  
From: Dr. Josh Isaacson, Superintendent  
Date: 10/24/2018  
Re: **Track Resurfacing Project**

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Enclosed is a Request for Proposal (RFP) for a **Track Resurfacing Project**. The proposed Agreement calls for the **resurfacing of the track and resurfacing of all track & field areas at the secondary campus**. The responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit Proposals by **Friday, December 7, 2018 before 2:00 p.m., CST. No late submittals will be accepted.** The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The award for the **Track Resurfacing Project** will be considered by the Board at its regular meeting on **December 20, 2018.**

Interested firms are to submit two (2) copies of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

De Soto #73 School District  
Attn: Dr. Josh Isaacson  
610 Vineland School Road  
De Soto, MO 63020  
RE: **Track Resurfacing Project**

All communications by the firm concerning this RFP, including requests for additional information or clarification, or arrangements to visit the District to prepare its Proposal, must be directed to Dr. Josh Isaacson, Superintendent, via phone at (636) 586-1000 or via email at [isaacson.josh@desoto.k12.mo.us](mailto:isaacson.josh@desoto.k12.mo.us)

Any explanation of or questions regarding the RFP or its related documents must be requested in writing by **4:00 p.m., November 12, 2018.**

De Soto #73 School District  
**REQUEST  
 FOR  
 PROPOSAL**

Title: **Track Resurfacing Project**  
 Contact Person: Dr. Josh Isaacson  
 Email: isaacson.josh@desoto.k12.mo.us

Issue Date: 10/24/2018  
 Phone: (636) 586-1000

RETURN PROPOSAL NO LATER THAN: **December 7, 2018, at 2:00 p.m. CST**  
 RETURN PROPOSAL AND ADDENDA TO:

De Soto #73 School District  
 ATTN: Dr. Josh Isaacson  
 610 Vineland School Road  
 De Soto, MO 63020  
 RE: **Track Resurfacing Project**

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

**SIGNATURE REQUIRED**

Name of Company/Bidder:		Date:	
Printed Name of Authorized Individual:		Title of Authorized individual:	
Authorized Signature			
Mailing Address			
City, State, Zip			
Phone Number	Fax Number	E-mail Address	

The De Soto #73 School District and the Board of Education would like to thank Bidders for their responses.

## Important Dates

ISSUE DATE..... **October 29, 2018**

PRE-BID MEETING ..... **November 12, 2018 at 10:00 a.m.**

QUESTIONS DUE TO DISTRICT..... **November 12, 2018, before 4:00 p.m.**

RETURN DATE and TIME..... **December 7, 2018 prior to 2:00 p.m.** local time

BID OPENING DATE and TIME ..... **December 7, 2018, at 2:45 p.m.** at the  
Central Office, 610 Vineland School Road, De Soto, MO 63020

All proposals submitted must be delivered to the Superintendent Office **before 2:00 p.m. on  
December 7, 2018** to be considered for evaluation. Proposals received after this time  
may not be accepted and may be returned to the vendor unopened.

## SCOPE OF SERVICES

### Part 1: General

This Section is a part of the entire set of Contract Documents and shall be coordinated with the provisions of the other parts. Parts listed below may not be inclusive of all work noted.

1. The Company, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance Policy, which includes coverage for contractual liability, products liability, and completed operations and property damages. The Company will also keep in force and effect throughout the term workers' compensation insurance to the extent required by law.
2. All services must comply with Federal, State, and Local regulations and requirements pertaining to the **Track Resurfacing Project**.
3. The Company shall furnish all labor, materials, and equipment necessary to perform the scope of work and any service under the RFP, with discretion from the District.
4. The Company shall cause all persons performing work on behalf of the Company and the District to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Company.
5. The Company shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of their work.

### Part 2: Detail

1. Existing conditions:

**The site is an existing stadium with paved parking lots, completed landscaping, turf field, fencing, etc.** The contractor must take all precautions to prevent damage. Any damage that occurs will be the contractor's responsibility to repair at no additional cost.

### Scope of Services/Work for Base Bid:

- It is the bidders' responsibility to visit the site prior to bidding. The pre-bid meeting will be held on **November 12, 2018 at 10:00 a.m.** No additional costs will be paid to the successful bidder should they fail to include anything that may be required for this project.
- The project scope of work may or may not include all work necessary to complete project. It is each bidder's responsibility to review the entire set of specifications and visit the site to determine the scope of work. This is to be a turnkey project and all bidders should include all costs necessary to complete the project.
- Each contractor must supply the owner with a performance and payment bond prior to the start of construction.
- All bids must be prevailing wage using the most current wage order.

## SCOPE OF SERVICES

- It is the bidders' responsibility to perform FBI background checks on all personnel that visit the site.
- Provide County, DNR, City, State and any other permits required for construction.
- Provide an experienced on-site project superintendent with a minimum of 5 track projects in the state of Missouri under employment of bidder. A \$1,000.00 per day will be charged for any day superintendent is not on site.
- Provide on-site supervision of all staging area, materials, and equipment.
- Inspect quality of work.
- Conduct final walk thru with owner.
- Clean entire track free from all dirt, track must be inspected and approved by owner prior to placing any track materials.
- Cut, remove, replace/repair track surface from cracked areas and areas where track has been damaged or is loose.
- Grind cracked areas in the asphalt to provide a straight and smooth edge. Prime areas and install new asphalt.
- Install New 5/8 inch base mat in all patched areas
- Cover all Synthetic Turf, fencing, bleachers, scoreboards or any other structure to prevent over spray.
- Cover the entire synthetic turf field with a breathable material so it does not trap heat or overheat the synthetic turf.
- Each contractor **MUST** uncover the entire field at the end of each day's work to prevent damage to the field.
- In the event the field is not uncovered the district will request it to be uncovered the following day and will hire a 3<sup>rd</sup> party consultant (cost to be billed to contractor) to inspect the turf. If any damage is found on any portion on the turf the contractor will replace the entire turf field at no cost to De Soto #73 School District
- Apply 2 coats of polyurethane structural spray (same original color/pigment) on the existing track surface (after all repairs have been completed) and all other track and field areas currently coated on secondary campus.
  - These areas included but may not be limited to the following:
    - All lanes of track, high jump area on east end, pole vault area on west end, long jump area south of main track.
- Install New striping per NFHS specs (All templates must match existing striping)
- Clean up areas removing any overspray from any structure.
- Perform Final walk through with owner

## Bid Form

Only bids on the provided bid forms will be accepted. No modifications shall be made to this bid form.

The undersigned Bidder, in response to your Notice of Bid for construction of the above project having examined the Drawings, Specifications, other bidding Documents and the site of proposed work, and being familiar with all conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract documents, within the time set forth therein, and at the prices stated below. Bidder agrees to all conditions and terms of the proposed contract agreement.

Contractor is required complete all documents and price all line items. Failure to complete documents may result in automatic rejection of bid. The owner has the right to reject any and all bids and except any abnormality as they see fit.

Name of Bidder:			
(Circle One)			
Proprietorship	Partnership	Corporation	Other
Authorized Signature:		Date:	
Printed Name:		Title:	
Address (Street):			
Address (City, State, Zip Code):			
Phone #:	Fax #:	Email Address:	

The undersigned acknowledges the receipt of the follow Addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_                      Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_                      Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Form (continued)**

**Base Bid A Track :**

The undersigned bidder agrees to perform all work required as shown and indicated in the Contract Documents for the sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_ Dollars

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**Alternate Bids: (As Specified)**

- 1. \$ \_\_\_\_\_
- 2. \$ \_\_\_\_\_
- 3. \$ \_\_\_\_\_
- 4. \$ \_\_\_\_\_

Please list any additional incentives you are willing to provide:

- Scholarship sponsorship funding with specific dollar amounts \$ \_\_\_\_\_
- Signage sponsorship funding with specific dollar amount \$ \_\_\_\_\_
- Other benefits provided by vendor, please list:

**Construction Schedule Form**

Submit a signed copy of this document with the bid. The Contractor shall agree to construction start and completion dates, per the attached Construction Schedule, for the work which is being bid.

Construction Schedule:

<b>Item</b>	<b>Description / Scope of Work</b>	<b>Start</b>	<b>Complete</b>
<b>1</b>	<b>Bid Documents Released</b>	<b>October 29, 2018</b>	
<b>2</b>	<b>Bid Date</b>	<b>December 7, 2018</b>	
<b>3</b>	<b>Mandatory Pre-Bid</b>	<b>November 12, 2018</b>	
<b>4</b>	<b>Notice to Proceed</b>	<b>December 21, 2018</b>	
<b>5</b>	<b>Mobilization Construction Start</b>	<b>May 25, 2019</b>	
<b>6</b>	<b>Substantial Completion</b>		<b>July 31, 2019</b>
<b>7</b>	<b>Final Completion</b>		<b>August 4, 2019</b>
<b>8</b>	<b>Liquidated Damages Begin</b>		<b>August 5, 2019</b>

Liquidated Damages:

Liquidated damages will be assessed at the rate of \$1,000.00 per day for each calendar day beyond final completion date as stated above. Any missed events that are missed due to the project not being completed on time will incur a financial penalty of \$5,000.00 per event day.

Authorized Signature: _____
Printed Name & Title: _____
Date: _____





**State Bid Clause**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is (an owner, partner or officer, etc.) of the firm of:

\_\_\_\_\_  
(Company Name Here)

Above Bidder hereby certifies: A) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; B) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; C) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and D) that bidder has not sought by collusion to obtain any advantage over the bidder or over the Owner.

Non-resident Corporation certified by submittal of this document that the corporation has complied with all of the State of Missouri Codes and Bidding laws.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

## GENERAL CONDITIONS

1. The Board of Education of the De Soto #73 School District (hereafter “District”) will receive sealed Proposals from qualified certified firms for the Track Resurfacing Project.
2. The purpose of this Request for Proposal (RFP) is to establish the requirements for the Track Resurfacing Project, and to solicit Proposals from firms (hereafter “Company”) for providing such services. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
3. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
4. The Company must submit two (2) original copies of the Proposal in sealed envelopes plainly marked with the name “**Track Resurfacing Project.**” Proposals should be delivered to:  
De Soto #73 School District  
ATTN: Dr. Josh Isaacson  
610 Vineland School Road  
De Soto, MO 63020
5. Proposals will be received until **2:00 p.m., CST, December 7, 2018.** Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
6. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.
7. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline.
8. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
9. All Proposals must be submitted on the District forms as attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Noncompliance with RFP specifications will disqualify Proposals from further consideration.

## GENERAL CONDITIONS

10. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
11. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
12. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
13. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
14. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time when the District takes official action on the Proposals.
15. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
16. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
17. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

## GENERAL CONDITIONS

18. Requests for interpretation must be made in writing to the Superintendent of the De Soto #73 School District no later than 4:00 p.m. on November 12, 2018. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.
19. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
20. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages \_\_\_\_ and \_\_\_\_ in this Proposal furnished in connection with the Request for Proposals of the De Soto #73 School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this Proposal, De Soto #73 School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**
21. The above restriction does not limit the District's rights to use or disclose without the Company's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
22. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
23. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
24. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.

## **GENERAL CONDITIONS**

25. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
26. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.
27. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
28. The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
29. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
30. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
31. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of contract satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
32. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
33. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
34. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the bid submission.

## GENERAL CONDITIONS

35. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
36. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
37. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
38. Initial Proposals may not be withdrawn for 60 calendar days from the due date for Proposals except with the express written consent of the District.
39. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
40. The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
41. No charge will be allowed for federal, state, or municipal sales and excise taxes because the District is exempt from such taxes. The Proposal price shall be net and shall not include the amount of any such tax.
42. Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by the District.
43. In all specifications, the words "or equal" are understood to follow each item description. The decision of the District as to whether an alternative or substitution is in fact "equal" shall be final.
44. All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the District.

## GENERAL CONDITIONS

45. It is the intent of the District to contract with a Company for the repair of the District's requirements for the Track Resurfacing Project.
46. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
47. No price escalation or increase from the submittal of the RFP in by the Company, manufacturer, or supplier will be allowed.
48. The Company and its vendors shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Company, its agents, servants, employees, persons, or entities engaged as independent contractors by Companies and suppliers.
49. Prevailing Wage:  
Bidders are required to pay no less than prevailing wage using the most current wage order.
50. Bid Bond:  
The bidder shall furnish with the submitted bid a Bid Bond in the amount of five percent (5%) of the total contract amount, including any alternates. In the event of multiple prices, the Bid Bond shall be for the maximum possible contract amount. Make payable to: Desoto School District. Bid Bond will be returned to bidders promptly after the owner has accepted a bid. All bids shall remain open for thirty (30) days after the date of the opening.
51. Performance and Payment Bond:  
Upon award of bid, bidder shall furnish bonds covering faithful performance of the work provided and payment obligations arising there under. Bonds will come from a surety company with an A+ best rating and licensed in all states.
52. Insurance:  
Upon award of bid, the bidder shall furnish to the owner a Certificate of Insurance.