

**REQUEST FOR PROPOSAL PLAYGROUND
LOOSE FILL SURFACING MATERIAL
AND INSTALLATION (WOODCHIPS) ESSEXVILLE
HAMPTON PUBLIC SCHOOLS.**

The Essexville Hampton Public Schools will receive firm, sealed bids for furnishing, delivering and installing new Playground Loose Fill Surfacing Material for Essexville Hampton Public Schools.

Specifications and proposal forms can be obtained online at <https://www.e-hps.net> From the main page click the "District Information" then click "Request for Proposal" scroll down to locate and access the bid document.

Your proposal and one copy marked **"Playground Loose Fill Surfacing Material"(Wood Chips)** must be delivered no later than 12:00 pm, Monday April 10, 2023, to the Essexville Hampton Public Schools District Jaffe Administration Building, 303 Pine Street, Essexville, MI. 48732 at which time all bids will be publicly opened and read aloud immediately thereafter 12:05 pm. Bid proposals received after this time will not be considered or accepted.

No pre-bid conference will be held; however, contractors\vendors are encouraged to perform site visits which need to be pre-arranged by contacting Mike Gwizdala - Director of Facilities & Operations via phone or email (989-460-2384) or cell (989-780-8426) gwizdalam@e-hps.net. All questions regarding the bid specified, or the bid terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. All questions must be received no later than noon, Friday, March 31, 2023, at no other time prior to the bid opening will questions/concerns be addressed or accepted and may be emailed to, as a Word document to: gwizdalam@e-hps.net

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the EHPS School Board or the EHPS School Districts Superintendent. Also, a sworn and notarized Affidavit of compliance for the Iran Economic Sanctions Act certifying the vendor does and will comply with Public Act 517 of 2012 shall accompany all proposals. Both forms will be enclosed in the specification's booklet that shall be used for this purpose. The District will not accept a bid proposal that does not include these sworn and notarized disclosure statements.

The EHPS Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Superintendent's Office
Essexville Hampton Public Schools
303 Pine Street
Essexville, MI. 48732

INSTRUCTIONS TO BIDDERS

PROPOSAL/INTENT

1. The El-IPS will receive firm, sealed bids for furnishing, delivering and installing new Playground Loose Fill Surfacing Material for EHPS, in accordance with the attached specifications.
2. Proposals will be submitted only on the forms provided, will be enclosed in a sealed envelope marked with the name of the bidder, the title of the work and must be delivered to EHPS Facilities and Operations Offices, 303 Pine Street, Essexville, MI. 48732, no later than 12:00 pm, at which time all bids will be publicly opened and read aloud immediately thereafter, 12:05 pm. Bid proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration. Submit one original and one copy.
3. Proposals will be made in conformity with all the conditions set forth in the specifications. All items of furniture and equipment must conform to the specifications.
4. All questions regarding the bid specified, or the bid terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Friday March 31, 2023, at no other time prior to the bid opening will questions/concerns be addressed or accepted and may be emailed as a Word document to: gwizdalam@e-hps.net
5. Bidder shall be reputable and a recognized organization, with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.
6. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
7. A completed Familial Disclosure and an Iran Economic Sanctions form must be included with each proposal submitted or the proposal will not be accepted, please note these forms must be notarized.
8. The EHPS Board of Education reserves the right to accept or reject any or all proposals either in whole or in part; to waive any irregularities and/or informalities; and in general, to make awards or cancel this proposal, if deemed to be in the best interests of the owner.

WARRANTY

All material and equipment will be guaranteed to be free from defects in both workmanship and materials for no less than one year from date of receipt/installation. If manufacturer warranty exceeds this minimum requirement, the manufacturer warranty will prevail. Any item(s) found to be defective will be replaced or repaired within seven working days at Vendor(s) expense.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids. No proposal may be withdrawn until after 45 days after bid opening.

FIRM PRICING

Unit pricing will prevail when computing total quantity on bids. No price allowance or extra consideration on behalf of the bidder will subsequently be allowed by reason of error or oversight on the part of the bidder. The successful bidder(s) will hold bid prices firm for all purchase orders placed for a period of approximately one full year.

PERMITS, FEES AND REGULATIONS

The Contractor shall obtain and pay for all permits, assessments, fees, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

At the completion of the project, the Contractor will provide to the District all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all cost and taxes in its bid and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

TAXES

EHPS District is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into reality. Materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Vendor. EHPS District shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Essexville Hampton Public Schools.

DELIVERY/INSTALLATION

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools, specified from the resulting contract, all items. All cost of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

SAFETY

Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
- b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
- c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
- d) shall have an accident prevention representative at the site.

The general conditions of the contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

INSURANCE REQUIREMENTS

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d) Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

- f) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

TERMINATION BY THE DISTRICT FOR CONVENIENCE

The District may, at any time, terminate the Contract for the District's convenience and without cause.

Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall:

- a) Cease operations as directed by the District in the notice;
- b) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

Owner Is an Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors' expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

Opening and Awarding of Bids

Bids will be publicly opened and read aloud at the Essexville Hampton Public Schools Jaffe Administration Building, 303 Pine Street, Essexville MI. 48732@ 12:05 PM Friday February 24, 2023

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on Monday March 6, 2023

Essexville Hampton Public Schools (EHPS)

Playground Loose Fill Surfacing Material

Specifications

1.1 Work Scope

- A. Provide labor, materials, and equipment necessary to complete the following:
 - i. Removal of vegetation inside play structures borders.
Any pesticide applications must have pre-approval from EHPS.
All pesticide applications must adhere to State of Michigan DEQ requirements.
 - ii. Remove decaying material if unstable and can't support the shock absorbency required.
If the existing material is stable, turnover (3 to 4 inches below surface) and level before adding new loose-fill materials. If the proper drop zone levels can't be obtained without the removal of the soil or contaminated materials, you will be required to document this information in your bid package and price.
- 111. Provide a uniform layer (depth) of approved ASTM and U.S. Consumer Product Safety Commission (CPSC) materials that meets the critical height requirements of surrounding play structures.
- B. Repair any and all areas damaged during the prep, removal and/or installation of materials. Make sure to take every precaution to safely perform each step of the process without harming humans, wildlife or the surrounding environment. Any damage to structures, sidewalks, curbs, grass, street pavement, etc. will be repaired and/or replaced with like materials at the contractor's expense.
- C. All debris removed must be disposed of in accordance with all local, state and federal guideline, at the contractor's expense.

1.2 Scheduling

- A. The completion date for the project is June 30, 2023. Project start date will be determined based on approval by the EHPS School District Board of Education and after students have been dismissed for summer recess.
- B. If awarded the bid, your company will be required to provide a timeline outlining the project from start to finish (estimate based on normal weather conditions).

Part 2 - Material

2.1 Product Information

- A. Engineered Wood Fiber (EWF) Material must be virgin and must be compatible with loose fill surface material already in place.
- B. Samples of EWF material to be included with proposal and in compliance with ASTM and CPSC guidelines.

Part 3 - Execution

3.1 Inspection

- A. Once the installation is completed the company rep will be required to walk each site with EHPS designee for final approval.

3.2 Safety Guidelines

- A. It is recommended that you walk each site to verify scope of work, hazardous conditions that may exist and to determine what safety precautions that will need to be taken to ensure the safety and wellbeing of all parties involved.
- B. During normal school hours, all bidders will be required to check in with the main office at each of the sites before entering school playgrounds and/or property.
- C. During the project the contractor will be required to maintain a safety zone (barrier) around areas be serviced if areas are not completed before departing or left unattended during the day.
- D. Pre-approval is required prior to the start of each school project to store materials or create a staging area for heavy equipment and trailers.
- E. The contractor will be solely responsible and abide by all federal, state, and local laws pertaining to the safety of all employees and observers and will maintain worker's compensation as required.

3.3 Quality Assurance

- A. Work areas must be kept safe, clean and organized at all times.
- B. Contractor will be responsible for any and all damage caused during the installation process.
- C. Hours of work will be 7 a.m. - 7 p.m., Monday - Saturday

Locations

Essexville Hampton Public Schools Playground Loose Fill Surfacing Material Delivery Locations

Bush Elementary
800 Nebobish
Essexville, MI. 48732

Cramer Middle Schools
313 Pine Street
Essexville, MI. 48732

VerEllen Elementary
612 W. Borton Road
Essexville, MI. 48732

DUE: 12:00 PM Friday February 24, 2023

PROPOSAL: Playground Loose Fill Surfacing Material(Woodchips)

We propose to furnish all material, labor and equipment, as per the specifications, for the Essexville Hampton Public Schools and to complete BID Playground Loose Fill Surfacing Material 2023 Projects at Bush Elementary, Cramer Middle School and VerEllen Elementary Schools

Bush Elementary School	\$	—
Costs -		
Cramer Middle School	\$	—
Costs -		
VerEllen Elementary School Costs	\$	—
-		

Grand Total \$

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below-named contractor (the 'Contractor'), pursuant to the familial disclosure requirement provided to EHPS, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the EHPS School Board or the EHPS Superintendent. A list of the School District's Board of Education Members and its Superintendent may be found at www.ehps.net

List any Familial Relationships:

Contractor:

Print Name of Contractor

By: _____

Its:

Subscribed and sworn before me, this ____
day of _____, 20 __ , a Notary Public
in and for _____ County, ____ _

Seal:

(Signature)
NOTARY PUBLIC

My Commission expires _____

CERTIFICATION OF COMPLIANCE- IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Essexville Hampton Public Schools Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by EHPS as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of EHPS investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

NAME OF COMPANY

NAME
AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME

BUSINESS ADDRESS

TELEPHONE NUMBER FAX

NUMBER

BY (SIGNATURE)

PRINTED NAME TITLE

SIGNED THIS

_____ DAY OF _____, 20 ____ _

E-MAIL ADDRESS

**Bid Tabulation Playground Loose Fill
Surfacing Material**

Vendor:

Bush Elementary School Costs: \$ —

Cramer Middle School Costs: \$ -----

VerEllen Elementary School Cost: \$ —

Tot
al: \$ —





