

**MIDLAND PUBLIC SCHOOLS
INVITATION TO BID
PLAYGROUND EQUIPMENT MOVE**

DATE: July 26, 2018

Sealed proposals for **PLAYGROUND EQUIPMENT MOVE** will be received by the Midland Public Schools Facilities Department, Maintenance Office East Carpenter St, Midland, Michigan 48640, up to 2:00 PM on **August 14, 2018** at which time they will be publicly opened and read at the Midland Public Schools Administration Office.

PLEASE MARK ENVELOPES: Eastlawn Playground Move ON THE LOWER LEFT-HAND CORNER.

Bids shall be submitted in accordance with the bid specifications. In submitting your bid, your company shall use the attached specifications and bid sheet. **FAX BIDS WILL NOT BE CONSIDERED NOR ACCEPTED. IT IS RECOMMENDED THAT BIDS BE MARKED "ATTENTION: FACILITIES DEPARTMENT, ADMINISTRATION"**.

Your company is to list, on the lines provided for that purpose, any and all deviations from the specifications.

All bids shall specify terms and show delivery dates. Midland Public Schools reserves the right to accept or reject any or all bids, to advertise for bids a second time, and to waive any minor irregularities in any bids.

FURTHER INSTRUCTIONS TO BIDDERS

1. Any and all bids **must be on the Midland Public Schools proposal forms and must be delivered to the Facilities Department, Maintenance Office.** If more than one bid is submitted, a separate bid proposal form must be used for each. **Unless otherwise specified in the bid document the District reserves the right to accept any item in the bid on an individual basis.**
2. Public School Districts are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The District will furnish the successful bidder with tax exemption certificates when requested.
3. All items shall be F.O.B. delivered in accordance with specifications if applicable.
4. If further information regarding this bid is required, please contact the Facilities and Operations Department at (989) 923- 5035.
5. A successful bidder does agree to hold the District harmless from liability loss and also have his workers covered by Worker's Compensation, and furnish the bidder's standard insurance certificate showing coverage for bodily injury and property damage and worker's compensation to the Facilities and Operations Department within 48 hours of a verbal request.

**MIDLAND PUBLIC SCHOOLS GENERAL
REQUIREMENTS
FOR
PLAYGROUND EQUIPMENT MOVE
EASTLAWN ELEMENTARY SCHOOL**

METHOD OF AWARD

The recommendation to award will be based on the lowest total bid meeting specifications, or in any manner deemed to be in the best interest of the District. The District reserves the right to withhold award on an item by item basis, unless the bidder submits an exception in writing with its bid. The District reserves the right to award to one or more bidders. Previous experience and performance may be a factor in making the award.

**MIDLAND PUBLIC SCHOOLS
FORM OF PROPOSAL
EASTLAWN ELEMENTARY
PLAYGROUND MOVE**

TO: Facilities and Operations Department, Midland Public Schools

The undersigned hereby offers to furnish to the Midland Public Schools all materials and/or services at the prices quoted in conformance with the District's specifications described herein:

Cost to disassemble, move equipment and reassemble: \$ _____

Cost to dig area and add pea stone \$ _____

COMPLETE cost to move equipment from Eastlawn Elementary to Chestnut Hill Elementary per bid specifications:

\$ _____

The Bidder certifies that this bid is in complete compliance with all specifications except as specifically listed on the following lines (use additional sheet if necessary):

BID FIRM FOR: _____ (LENGTH OF TIME)

FIRM FOR SIGNATURE: _____

(NOTE: 'Firm for Signature' MUST be signed in order for bid to be considered.)

F.O.B.: **DELIVERED** DELIVERY DATE: _____

INVOICE TERMS: _____

NAME OF COMPANY: _____

COMPANY ADDRESS: _____

EMAIL _____

PHONE NO.: _____ FAX NO.: _____

BID PREPARED BY: _____
(Typed Name of Individual) (Title) AUTHORIZED

SIGNATURE: _____

DATE SUBMITTED: _____

MIDLAND PUBLIC SCHOOLS
BID SPECIFICATIONS FOR PLAYGROUND EQUIPMENT MOVE
EASTLAWN ELEMENTARY SCHOOL

Relocation of designated play equipment located at Eastlawn Elementary School, 115 Eastlawn Dr. Midland, MI 48640, to be completely disassemble, relocate to designated areas at Chestnut Hill Elementary School, 3900 Chestnut Hill Dr. Midland, MI 48642 and rebuild to exact manufactures specifications.

The playground equipment presently at the installation area at Chestnut Hill Elementary, will be removed by the district. Contractors will be asked to give a price to dig a minimum of twelve inches and add twelve inches of pea stone back into the area. The areas are given from the Eastlawn drawing for each piece of equipment.

A district representative will be at the site the day of the move to assure the company awarded the bid knows the correct placement of equipment. Placement area of equipment may change from bid specification, but overall area will remain the same.

Installation must be in accordance with ASTM guidelines. It is recommended that any company interested in bidding visit the sites.

All required permits, and fees for the relocation of the Play Structures, shall be the responsibility of the contractor.

Please call Michael Moeggenberg, Director of Facilities and Operations at (989) 923-5035 with any questions relative to this bid.

MIDLAND PUBLIC SCHOOLS
INSURANCE REQUIREMENTS

**PLAYGROUND EQUIPMENT MOVE
EASTLAWN ELEMENTARY**

All certificates must be written through an insurance company which is licensed as an admitted carrier in the State of Michigan. **THE SUCCESSFUL BIDDER(S) SHALL PROVIDE MIDLAND PUBLIC SCHOOLS FACILITIES AND OPERATIONS DEPARTMENT WITH CERTIFICATES OF INSURANCE AS DESCRIBED BELOW AS EVIDENCE THAT SUCH INSURANCE IS IN FORCE BEFORE WORK BEGINS.**

WORKERS' COMPENSATION INSURANCE

The contractor shall procure, and maintain in effect during the life of this contract, Workers' Compensation and Employers' Liability insurance in accordance with the Workers' Compensation Act of the State of Michigan, or state having jurisdiction, protecting all persons employed by the contractor during the life of this contract. Employers' liability omits of at least \$100,000 each employee are required.

COMMERCIAL GENERAL LIABILITY INSURANCE

The contractor shall procure, and maintain in effect during the life of this contract, Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: 1) Contractual Liability; b) Products and Completed Operations; c) Independent Contractors Coverage; d) Broad Form General Liability Extensions or equivalent; 3) deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

MOTOR VEHICLE LIABILITY INSURANCE

The contractor shall procure, and maintain in effect during the life of this contract, Motor Vehicle Liability Insurance, including Michigan no-fault coverages, with limits of liability of not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The contractor shall procure, and maintain in effect during the life of this contract, a separate Owner's & Contractor's Protective Liability Policy with limits of liability not less than \$500,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury, and Property Damage.

ADDITIONAL INSUREDS

Certificates of insurance for Commercial General Liability, Motor Vehicle Liability, and Owner's & Contractor's Protective Liability as described above shall include an endorsement stating the following shall be "Additional Insureds": "Midland Public Schools, all elected and appointed officials, all employees and volunteers, and board members, including employees and volunteers thereof."

CANCELLATION NOTICE

All certificates of insurance as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, and/or material change in coverage will be sent to: Facilities and Operations Department, Midland Public Schools, 600 E. Carpenter St, Midland Michigan, 48640."

HOLD HARMLESS AGREEMENT

The successful bidder shall execute the attached Hold Harmless Agreement, see Page HHA 1 of 1.

The above requirements should not be interpreted to limit the liability of the contractor under this contract. The contractor shall be solely liable for all damages occasioned in any way by its act or neglect or that of its agents, employees, workers, or any person or persons in or about the work embraced by this contract.

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of indemnify, and hold harmless Midland Public Schools, its elected and appointed officials, employees and volunteers and others working for or in behalf of the Midland Public Schools, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Midland Public Schools, its elected and appointed officials, employees, volunteers or others working in behalf of the Midland Public Schools, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract."

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of supplying light bulbs to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.