

Company Name: _____

PROPOSAL FORM
Napoleon Community Schools
Purchase of Playground Turf

Napoleon Community Schools
Attn: Shawn Murphy
Administrative Building
200 West St
Napoleon, MI 49261

We hereby propose to furnish, deliver and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included.

Quantity	Description	Price
Approx. 2900 sq ft	Playground Turf	_____

Per attached specifications:

Product must be shipped to site; all shipping and storage must be included in the price.

We hereby certify that the product bid meets or exceeds all specifications, terms and conditions set forth in the request for bids. _____ yes _____ no

If no, all exceptions, substitutions and or variations are listed as follows:

Terms: _____
Net 30 unless indicated

Company _____

Address: _____

Fax: _____ Phone: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Specifications, Special Conditions and Instructions

1. Substitutions, per the General Conditions and Instruction to Bidders, alternative brands may be offered. Submit a drawing plus an itemized list of equipment that forms a comparable structure.
2. The equipment bid must be suitable for 2 to 12 year old children. Product must meet or exceed the Consumer Product Safety Commission guidelines.
3. Remove on site mulch and install 100% plastic perimeter boards, provide and install 3-4 inches of limestone drainage base, 2" safety foam Pro for a max fall height of 8', provide and install playground grass Ultra with antistatic and antimicrobial technologies installed with micromechanical seam tape reinforced with bead of urethane glue, trimmed and stapled with stainless steel staples, final groomed with .075 pounds per sq ft of crumb rubber infill level with existing grade.
4. Work to begin Spring 2023

Napoleon Community Schools

Napoleon, MI 49261

General Conditions and Instructions to Bidders

1. Proposals shall be submitted on forms furnished by owner. The proposal shall be in accordance with the specifications listed which are available the Napoleon Community Schools Administrative Office.

Any variance from the specifications shall be fully explained in writing by the Bidder and all prices quoted shall be on the unit price basis.

2. **Mailing of Proposals:**

Proposals shall be mailed or hand delivered in an opaque, sealed envelope and shall be clearly marked as specified in the bid request. **Proposals are due on or before Tuesday November 29, 2022 at 1:00PM.** A public bid opening will occur promptly at 1:00PM and another member of the District Team will be present. A decision will not be made at that specific time. A decision will be made later and presented to the Board of Education for approval on December 14, 2022.

3. **No oral, telegraphic or faxed proposals** (or modifications) will be considered.

4. **Withdrawal of Bids:**

Any bidder may withdraw their bid at any time prior to the scheduled time of opening the bids upon presentation of proper identification. After the opening of the bids no proposal shall be withdrawn for a period of sixty (60) days or the time as indicated in the request for bid.

5. **Proposal Forms and Signatures:**

Proposals shall be made on the proper forms provided by the owner. All spaces shall be properly filled in with ink or typewriter. The signatures shall be in longhand in ink by an authorized representative.

6. **Brands:**

The naming of a manufacturer, brand or model number shall not be considered as excluding other brands or models. Specifically, similar products with comparable construction, material and workmanship shall be considered as equal. However, the Board of Education of the Napoleon Community Schools shall evaluate the merits of all bids submitted and reserves the right to accept or reject any or all bids.

It is the intent of the attached specifications to define the minimum quality of equipment acceptable. The product lines of nationally recognized manufacturers who regularly advertise, promote and distribute catalog products to the school market are required.

7. **Samples:**

Samples shall be submitted upon request at the expense of each bidder. These samples will be retained as control items until the completion of delivery and installation.

8. Addenda:

Any explanations of contract documents will be issued in the form of an addendum.

All addenda issued during the bidding time shall become part of the specifications. A copy of the addendum shall be sent to all bidders. No verbal statements by the owner shall be considered as authoritative. No requests for explanations can be processed within four (4) days immediately prior to the bid due date.

9. Variations From Materials Specified:

All variations from the specified material or equipment shall be fully explained and included with the bid. Manufacturer shall be used in all cases.

10. Royalties and Patents:

The contractor shall pay for all royalties and patents and shall defend all suits for claims or infringements on patent rights and save the owner harmless from loss on account thereof.

11. Clean Up:

The contractor shall, at all times keep the premises free from accumulations of waste materials or same caused by the work; and upon completing the work, shall remove all work related rubbish from and about the building and shall leave the work broom clean, or its equivalent. In the case of dispute, the owner may remove the rubbish and charge the cost to the contractor as the owner shall determine.

12. Federal, State, and Municipal Taxes:

Each proposal submitted shall include, and the contractor shall pay, all taxes which are levied by the Federal, State, and Municipal Governments, on labor and for materials entering into the work. The owner reserves the right to require evidence of such taxes prior to final payment. In compliance with the regulations of the Michigan Sales Tax Commission, no Sales Tax is to be included in the proposal. The School District is exempt from Federal Excise tax.

13. Qualification of Bidders:

The owner may request any or all bidders to submit any of the following information before the award of the contract:

- A. A bidder's performance record.
- B. The address and description of bidder's equipment, plant or permanent place of business.
- C. An itemized list of the bidder's equipment, plant and personnel.
- D. A bidder's financial statement.
- E. A description of any project that the bidder has completed.
- F. Information about litigation past, present or pending.
- G. Such additional information as will satisfy the owner that the bidder is adequately prepared to fulfill the contract.
- H. Description of work that will be done simultaneously with the owner's project.

14. Award:

Purchasing award decisions may include price; product quality; service; delivery; maintenance of product; adherence to specifications; past performance to the District; supplier reliability; warranties; supplier environmental responsibility; supplier school-to-work programs (including apprentices and cooperative training programs), supplier community responsibility; responsible contracting compliance, increasing the diversity of the supplier pool (AS PERMITTED BY LAW) and increasing the percentage of contracts with local companies.

The contracts shall be deemed as having been awarded when the formal notice of acceptance of the proposal has been duly served upon the intended awardee by some officer or agent of the owner duly authorized to give such notice. Notice shall be in the form of a Napoleon Community Schools purchase order.

15. Guarantee:

Each contractor shall furnish the owner a written guarantee running for one (1) year after the final payment covering all work in the contract. Any defects in workmanship or materials for which a claim is submitted within this period shall be corrected.

16. Documents:

The Proposals submitted shall be based upon the specifications contained herein.

17. Rights of Acceptance or Rejections:

The Board of Education of the (School District) reserves the right to reject any or all bids in whole or in part and to accept the bid or portion or bid that, in their opinion, best serves the interests of the School District.

18. Contractors and subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a bonafide occupational qualification. Breach of this covenant may be regarded as a material breach of the contract of purchasing agreement as provided in the Michigan Fair Employment Practices Act and may be processed there under.