

**PROPOSAL FORM**  
**Whitefish Township Community Schools**  
**Purchase of Playground Equipment**

Whitefish Township Community Schools  
Attn: Thomas McKee  
7221 N M-123  
Paradise, MI 49768

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.

<b>Quantity</b>	<b>Description</b>	<b>Price</b>
1 Each	<b>Play structure - Per attached Sample Diagram:</b>	\$ _____
1 Each	<b>Installation of equipment</b>	\$ _____
	<b>Freight and storage</b>	\$ _____
	<b><u>Total project price</u></b>	\$ _____

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

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**One (1) signed copy of the written proposal must be submitted in a sealed envelope marked “Proposal: WTCS Playground”. All proposals must be mailed, emailed or hand-delivered to:**

**Thomas McKee  
WTCS Playground  
7221 N M-123  
Paradise, MI 49768  
Tmckee@eupschools.org**

**Bids will be publicly opened and read at February 22, 2019 at 2:00 pm, in the Main Office located at above address. No oral, telephonic or facsimile proposals will be considered. No late proposals will be accepted.**

### **Specifications, Special Conditions and Instructions**

1. The equipment bid must be suitable for 5 to 12 year old children. Product must meet or exceed the Consumer Product Safety Commission guidelines and ASTM F1487.

### **General Conditions and Instructions to Bidders**

1. Proposals shall be submitted on forms furnished by school. Two copies of the bid proposal form are enclosed – one for the bidders file. The proposal shall be in accordance with the specifications listed which are available the Whitefish Township Community Schools 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 may also be emailed to [tmckee@eupschools.org](mailto:tmckee@eupschools.org)

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 ninety (90) 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 Whitefish Township School District 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:**

Sample diagrams 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 opening date.

**9. 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.

#### 10. **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.

#### 11. **Qualification of Bidders:**

The district 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.

#### 12. **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 this 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 purchase order.

**13. 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.

**14. Documents:**

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

**15. Rights of Acceptance or Rejections:**

The Board of Education of Whitefish Township Community Schools 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.

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.

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the \_\_\_\_\_ of \_\_\_\_\_,  
or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding  
bid for the provision of \_\_\_\_\_ to Whitefish Township 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Date)

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of (the Bidder), Pursuant to the familial disclosure requirements provided in the Request for Proposal, hereby represents and warrants, except as provided below, that no familial relationships exist between the owner(s) or any employee of (the Bidder) and any member of the Board of Education of the School District or the Superintendent of Whitefish Township Schools.

List and describe any Familial Relationships:

---

---

---

---

BIDDER:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2019,

By

---

---

---

\_\_\_\_\_ (notary public)

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in County of \_\_\_\_\_