SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the minimum mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. The Proposer must demonstrate experience in providing Playground Equipment Design and Installation by submitting a minimum of three (3) distinct client references. Each referenced engagement must be for services equivalent to or similar in size, scope and complexity to those requested by Huron Valley Schools and must have been within the past five (5) years. Please enter your references in Section **2.2 References**.

2. Provide pricing to Huron Valley Schools/CoPro+ cooperative members on a wide range of playground equipment made of plastic, coated steel, or a combination thereof. Proposers must provide pricing in **Attachment A – Catalog Pricing Information.**

3. Please include with your proposal a detailed timeline from the playground equipment order through delivery and installation.

4. If awarded, the proposer will be required to present all product information in electronic catalogs.

Proposer Response:
Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the amount of words for your responses.

1.2 Scope of Work

Huron Valley Schools (HVS), in partnership with the CoPro+ Cooperative Bid Program, is seeking a playground equipment provider, designer and installer who has the depth, breadth, and quality of resources necessary to provide, design, and install equipment in the categories below. Huron Valley Schools is also interested in introducing products that will offer Huron Valley Schools/CoPro+ cooperative members a wide range of solutions for playground equipment.

Objectives

The primary objective of this RFQu is to create a pool of qualified vendors who can provide, design and install playground equipment for Huron Valley Schools and CoPro+ cooperative members. Vendors will be selected through a competitive process based on the Evaluation Criteria in Section 3.8 of this RFQu.

Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

A. Playground Offerings/List of Products

For playground equipment offerings, proposers must provide pricing that includes both design and installation costs. Proposers should include product specifications for the playground equipment that clearly identify the brand and model. Additionally, in the pricing section, proposers are required to indicate the list price and/or a percentage discount off the list price for each item. Please use Attachment A to submit the pricing for this section.

Line Items:
Playground Equipment Lines (List Name of Line and Types of Products Offered)
Additional Related Products, Accessories, and Services Offered by Supplier

1.2.A. Proposer Response: Please state whether you agree or explain exceptions.

In a nature play environment, each design is custom and unique, therefore installation pricing is provide during the design phase based on the combination of selected components and desired earthwork to be performed.

B. Permits

All permits required for any project will be issued by the vendor or coordinated with the vendor and contractor selected by Huron Valley Schools and other entities. The vendor will cover the cost of permits unless a different arrangement is negotiated. This includes permits, testing, and inspections.

- The vendor is responsible for obtaining and paying for the necessary permits to complete the project.
- The vendor must provide copies of all inspection certificates, acceptance certificates, and operating permits as required by governing authorities to ensure normal and unrestricted use of the playground.
- Vendor shall ensure surfacing meets ASTM F1292 impact attenuation standards and shall provide documentation verifying compliance at installation. The vendor is responsible for removing all materials and debris from the site.
- If the equipment layout is amended by the vendor, it must comply with the State of Michigan code for access and egress.
- The selected vendor shall submit a construction schedule within 30 days of being awarded the contract.
- The vendor must submit verification of property insurance, including coverage for lost, stolen, or damaged materials, until the installation is completed.

The vendor will provide all equipment, workmanship, and labor requested by Huron Valley Schools and other entities. All equipment and installation services shall be subject to the warranty requirements outlined in Section 1.4.2. The vendor must be committed to ensuring that all aspects of any project meet or exceed all code requirements, regulations, and certifications.

1.2.B. Proposer Response: Please state whether you agree or explain exceptions.

Agree

C. Certifications

All playground equipment must meet or exceed American Society for Testing and Materials (ASTM) Standards and Consumer Product Safety Commission (CPSC) Standards. Manufacturer equipment must be International Play Equipment Manufacturers Association (IPEMA) certified, and the installer must have staff certified as a Certified Playground Safety Inspector (CPSI).

1.2.C. Proposer Response: Please state whether you agree or explain exceptions.

Agree

1.3 Product Specifications

1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a Contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.3.1 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

1.4 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and Contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a Contractor or subcontractor. These rules will become part of the mandatory working conditions of the Contract and failure to comply by any Contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the Contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every Contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All Contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the Contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The Contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance, or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for

the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco, or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The Contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the Contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by Contractors for disposal.

All Contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to Contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the Contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees.

In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

1.4.1 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.4.2 Warranty Requirements

The awarded Vendor shall provide a comprehensive warranty covering playground equipment, surfacing, and installation services provided under this RFQu.

A. Manufacturer Warranty

All playground equipment provided under this Contract shall include the manufacturer's standard warranty. The Vendor shall pass through all manufacturer warranties to the participating entity without limitation. Warranty documentation shall be provided at project closeout.

Manufacturer warranties shall, at a minimum, include:

- Structural components: Manufacturer's standard structural warranty
- Moving parts: Manufacturer's standard warranty
- Plastic components: Manufacturer's standard warranty
- Coatings and finishes: Manufacturer's standard warranty against defects, peeling, or corrosion

B. Workmanship Warranty

The Vendor shall provide a minimum one (1) year workmanship warranty from the date of final acceptance covering installation defects, assembly errors, anchoring, surfacing installation, and related labor.

The Vendor shall, at no cost to the participating entity, correct defects in workmanship within thirty (30) calendar days of written notice, unless safety concerns require immediate action.

C. Warranty Service Response

Vendor shall acknowledge warranty service requests within five (5) business days and provide a remediation plan within ten (10) business days.

1.4.2. Proposer Response: Please state whether you agree or explain exceptions.

Agree

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Proposers must identify their company standards of communication as they relate to Contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

1.5.1 Proposer Response: Please explain your communication plan/Contract management.

Issues are promptly communicated to the client via email and include a management plan. If applicable, changes will be provided in writing.

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting Contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

1.5.2 Proposer Response:

Name	Responsibilities	Address, Phone#, Email
Tricia Keala	Primary Account Rep	6338 Lovers Lane
Tricia Keala	Contract Signee	Portage, MI 49002
Bethany Sanford	Contract Performance	269-386-5545
		Tricia@NaturePlayscapes.com
		Bethany@NaturePlayscapes.com

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

1.6 Proposer Response:

Customer Service located at Portage office M-Th 8a-5p Fri 8a-2p
Emergency contact provided for project construction period and at time of contract execution

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

1.7 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.8 Delivery and Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- What is your ordering procedure and/or process?

1.8 Proposer Response: Please explain your service ordering processes and procedures.

Orders are processed through the assigned Project Manager

1.8.1 Reporting Capabilities

Contractors are required to submit quarterly reports and other reporting documents, as it pertains to this Contract.

1.8.1 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.8.2 Shipping/Service Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

1.8.2 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

1.8.3 Invoicing

Monthly invoices must be sent to HVS (and each participating school district) with the following information:

- Purchase Order Number
- Unique invoice number and date
- Description of goods or services being billed for
- Breakdown of charges
- Total amount due

1.8.3 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

If "NO" was answered on any items in Section 1 above, please explain:

1.9 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the entire term of the Agreement, the vendor must guarantee to provide the products and/or services at the proposed rates outlined in **Attachment A – Catalog Pricing**.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the Contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply playground equipment design and installation services that each customer requires.

4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/CoPro+ Agreement prior to release. Huron Valley/ CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/ CoPro+ awarded items:

A. Submit all promotions for approval
B. Identify the savings amount
C. Identify the final price
D. Specify the time period in which a purchase must be made
E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale

is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

1.9 Proposer Response: Please provide any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative Contracts held by respondent in the response box below.

Pricing includes standard freight to customer destination in accordance with F.O.B. Delivered/Destination terms. Annual price adjustements should be expected.

1.10 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. If awarded vendor has existing cooperative Contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be payable to the Public Procurement Institute of Michigan (PPIM) by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/PPIM.

1.10 Proposer Response: Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No