

EDMOND PUBLIC SCHOOLS

Installation of Playground Equipment at Elementary Schools

Issue Date: 3/4/2021

Closing Location:

Operations Department
1001 W. Danforth
Edmond, OK 73003

Closing Date and Time:

Proposals must be received at the Edmond Public Schools Operations Department prior to:

9:00 a.m., 09:00 (hrs) Central Standard Time, March 26, 2021

Inquiries and Clarifications are to be sent to:

Justin Coffelt, Associate Superintendent

Edmond Public Schools
Invitation to Bid - Installation of Playground Equipment at
Elementary Schools

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SUMMARY

The Edmond Public School District (the “District”) is issuing this *Invitation to Bid* for Installation of Playground Equipment at Elementary Schools at the following site:

Redbud Elementary School

and is seeking competitive bids from Playground Equipment Installation firms with a proven record of performance who can demonstrate they have the management ability, financial resources, equipment and trained/experienced personnel to provide the necessary equipment, supplies and services to complete this contract.

The process will include the review and evaluation of methods and procedures that would be used to provide Installation of Playground Equipment at Elementary Schools within the scope of this ITB. Past experience will also be judged by, but not limited to, the references of each Contractor. A major portion of the negotiations will include the financial terms of the contract. Contractors may be asked to make a presentation to a committee at EPS after submittal of a proposal.

After review of all proposals received, the District will award a contract to the Contractor or Contractors whose proposal best meets the needs of the District. If none of the proposals submitted properly meet the needs, the District reserves the right to decline all proposals and not award a contract at this time. The District also reserves the right to accept bids from more than one Contractor.

The successful bidder shall supply all supervision, supplies, labor, training and equipment required to accomplish the Installation of Playground Equipment at Elementary Schools(the “Services”) detailed within this Invitation to Bid. The successful bidder will be required to perform the Services independently, in as effective and efficient manner as possible in accordance with the specifications described herein. If awarded, the Contract will commence or about April 6, 2021 and will end no later than August 13, 2021.

While price is important, quality of service is an equally important part of this contract. The bid award will be based upon a combination of price and proposed playground components. Contractor is encouraged to use the entire budget for the site. The Contractor who can provide the best overall playground structures, borders, surfacing, and design, while staying within the budget for each school, will be awarded the bid for that school. Contractor’s proposed staffing plan, along with references and proposed standards and procedures will be considered in evaluating proposals. Time is of the essence.

Article 1: DEFINITIONS

Throughout this Invitation to Bid (ITB), the following definitions will be used:

“Bidder” or **“Proponent”** means an individual or a company (Contractor) that submits, or intends to submit a Proposal to this Invitation to Bid.

“Board” means the Board of Education of the Edmond Public School District.

“District” means the Edmond Public School District.

“Contract” means the Purchase Order issued and executed by the District and consists of the Contract Documents identified in this ITB.

“Employee” **“Employees”** means the Contractor’s staff assigned to this Contract.

“Facility” means the place where the Services will be performed.

“Leading Bidder” means the Bidder selected by the Board to enter into negotiations for a Contract.

“must” **“mandatory”** means a requirement that must be met in order for a Proposal to receive consideration.

“Proposal” means a Proposal submitted by a Proponent/Bidder in response to this ITB.

“ITB” means this Invitation to Bid document.

“Services” means the whole of the services, tools, equipment, labor, supplies, equipment, permits, licenses, supervision and all that is required to be done, furnished and performed by the Contractor and all other expenditures in connection with this Contract to perform the Services as specified within the Invitation to Bid and otherwise agreed upon by both parties.

“Traditional Post-and-Deck Structures” Though no playground manufacturer/series is specified, please use these lists as a reference for an equivalent playground in your design:

- Nucleus – BCI Burke
- PowerScape – Gametime
- KidBuilders – Little Tikes
- PlayBooster - LSI
- KidsChoice – Miracle
- Playworld 5” – Playworld
- Classic Series - Qitele
- Expedition – SRP

“Physical Play (non-traditional)” Though no playground manufacturer/series is specified, please use these lists as a reference for an equivalent playground in your design:

- Intensity – BCI Burke
- Xscape – Gametime
- N-R-G – Little Tikes
- Evos - LSI
- Nexus – Miracle
- Physiplay - Qitele
- Active – SRP

Article 2: INSTRUCTIONS TO BIDDERS

2.1: Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Bidder to submit their Proposal to the Operations Department prior to **9:00 a.m., 09:00(hrs) Central Standard Time, March 26, 2021** (the “closing date & time”). Proposals may be delivered by one of the following methods:

2.2: By Hand/Courier Delivery

Bidders should submit (1) original hard copy and (1) electronic version of the bid proposal in MS Word/PDF format submitted in the form of a flash drive. The proposal should be enclosed and sealed in an envelope/package clearly marked: Redbud Playground Improvements, delivered and addressed to the Operations Department, Edmond Public Schools, 1001 West Danforth, Edmond, OK 73003. Where there is a discrepancy, the hardcopy submitted shall take precedence over the electronic version flash drive submission.

2.3: By First Class Mail

2.4: Late Proposals

Late proposals will not be considered. It is the Bidder’s sole responsibility to ensure they allow themselves enough time to submit their bid proposal. **9:00 a.m., 09:00(hrs) Central Standard Time, March 26, 2021**, will not be considered. The wall clock in the Operations Department Office is the official time piece for the receipt of all Proposals.

2.5: Inquiries and Clarifications

All questions related to this ITB are to be directed, in writing, to the following person:

Justin Coffelt, Associate Superintendent District Operations

1001 West Danforth

Edmond, OK 73003

Phone: (405)340-2988

Information obtained from any other source is not official and is not to be relied upon. Inquiries and responses will be recorded and may be distributed to all Bidders at the District’s option. No oral conversation will affect or modify the terms of this ITB. Bidders are required to check for any updated information and Addenda issued up to **9:00 a.m., 09:00(hrs) Central Standard Time, March 26, 2021**.

ITB# Redbud Playground– Edmond Public Schools
Exhibit A – Draft Contract For Installation of Playground Equipment at Elementary Schools

Addenda

Each addendum will be incorporated into and become part of the ITB Document. No amendment of any kind to the ITB is effective unless it is contained in a written addendum, issued by the District's Operations Department. Upon submitting a proposal, Bidders will be deemed to have received notice of all addenda that have been issued.

2.6: Bidder Costs for Proposal

The District shall not be responsible for the costs incurred by any Bidder in preparing and submitting its Proposal, attending site tours, interviews or for subsequent negotiations with the District, if any.

2.7: Liability for Errors

While the District has used considerable effort to ensure an accurate representation of information in this ITB, the information contained is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this ITB is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the Services in this ITB.

2.8: Changes to ITB Document

Bidder(s) must not alter any portion of this ITB document, with the exception of adding the information requested. To do so will invalidate the submission of its Proposal.

2.9: Changes to the Bid Proposal Wording and Content

The Bidder will not be allowed the opportunity to change the working or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the District (e.g. minor clarifications).

2.10: Prices

All contract pricing shall remain FIRM for the entire Contract term and shall be all inclusive without limitation, labor, supervision, supplies, equipment, insurance, all licenses and permits, overhead and profit and all other expenditures necessary to perform the Playground Equipment Installation as specified within this Invitation to Bid.

2.11: Error in Pricing

In the case of conflict between unit pricing and any extended totals, unit pricing will govern.

2.12: Withdrawal of Proposals

The Bidder may withdraw their Proposal at any time prior to the Proposal closing time by submitting a written withdrawal letter to the Operations Department, attention: Justin Coffelt

Article 3: Proposal Response Submission Format

3.1: Mandatory Requirements

(a) Timely Response

Proposal must be received prior to **9:00 a.m., 09:00(hrs) Central Standard Time, March 26, 2021.**

(b) Bid Form

Provide a completed Bid Form with all required attached schedules, including the signed “Acceptance of ITB Terms and Conditions” and “Bidder’s Response for Evaluation.”

(c) Manufacturer’s Warranty

Provide a sample copy of the manufacturer’s warranty that will be submitted to Edmond Public Schools upon completion of the project.

3.2: Recommended Submissions

(a) Resumes of supervisors who will be providing on-site supervision.

(b) Evidence of compliance with insurance requirements.

Article 4: Proposal Evaluation Process

4.1: Compliance

Proposals received by the “closing time” will be screened for compliance with the mandatory requirements. The Board reserves the right to determine whether or not any Proposal is compliant. Non-compliant Proposals will be rejected. The awarding of any Contract shall be based on the best overall value to the District.

Article 5: Scope of Services and Contractor Qualifications

5.1: Scope of Services

This contract is to install playground equipment, playground surfacing, concrete curbs, and sidewalks. Some existing equipment will need to be removed or relocated. The total budget for each school playground is approximately \$75,000 per school/location.

5.2: Contractor Qualifications

The playground contractor must have at least five years of experience installing similar playground equipment.

Article 6: Material Specifications and Quantities

6.1: Minimum Specifications

Minimum Specifications: Playground Equipment

- All Playground Equipment Must meet or exceed current ASTM and CPSC guidelines and specifications
- All Safety Surfacing Must meet or exceed current ASTM and CPSC guidelines and specifications
- Manufacturers Warranties must be provided with Bids

Play Structures

- Minimum 4.5" O.D. vertical steel posts
- Minimum 46" square decks and 46" wide ramps
- PVC Coating on all decks, stairs and ramps
- Activity panels shall be Rotationally molded plastic, Blow molded plastic or HDPE

Minimum Specifications: Engineered Wood Fiber Safety Surfacing

- Engineered wood fiber safety surfacing shall meet or exceed the requirements of ASTM-F1292 for impact attenuation.
- Engineered wood fiber safety surfacing meets or exceeds the requirements of ASTM-F2075- for 'tramp metal' contamination. 99.5% of the particles will not exceed 2.5" in length, 0.5" in width, and 0.75" in depth.
- Moisture absorption, and absorption combined, will not exceed 75% by weight. Coefficient of permeability is greater than .6 cm per second.

Minimum Specifications: Bonded Rubber Safety Surfacing

- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems under and Around Playground Equipment.
- Specifications for Bonded Rubber Safety Surfacing differ from company to company. Vendor shall provide specifications for proposed surfacing. Installation instructions to be followed.
- Manufacturer's Warranty to be provided with bid.

Minimum Specifications: Playground Borders & ADA Ramps

- Playground Border must be a minimum of 12" High, 52" Long, 4" Wide and be secured by a 0.66" galvanized steel spike, a minimum of 28.5" long and a 1.5" button head top.
- "End Caps" shall be provided where necessary for a clean, finished appearance.
- Plastic ADA Ramps shall be a minimum of 60" Long and have a pathway width of at least 39"

Minimum Specifications: Concrete Curb

- Top surface of Concrete Curb shall be a minimum of 8" across.
- Height of Concrete Curb shall be a minimum of 12" above "grade".
- Wheelchair opening shall include a "flush mount" plastic ramp or concrete entry ramp.

Minimum Specifications: ADA Accessibility

The Architectural and Transportation Barriers Compliance Board, often referred to as the "Access Board", has developed accessibility guidelines for newly constructed and altered play areas. The play area guidelines are a supplement to the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

- All play structures should comply with accepted ADA Accessibility Guidelines.

6.2: Site Specific Requirements – Redbud Elementary

(a) Provide and Install equipment

- (i)** Physical Play as primary play structure with either traditional post-and-deck or non-traditional elements in design (see definitions for examples)
- (ii)** Must have minimum 4.5" OD steel posts
- (iii)** Emphasis on Climbing, Lateral Movement; combination of standard and non-standard equipment

(b) Safety Surfacing under all equipment on main playground:

- (i)** 2" of pea gravel to be used as drainage layer
- (ii)** Layer of minimum 6 oz. geo-textile fabric for weed control ON TOP of pea gravel
- (iii)** 10" of IPEMA Certified Engineered Wood Fiber on top of geo-textile fabric
- (iv)** The dimensions of this playground are 130'-7" x 100'-0"

(c) Safety Surfacing under all equipment on tot lot playground:

- (i)** Synthetic grass consisting of fibers that are 1.55” long. Turf fiber construction consisting of polyethylene monofilament and texturized polyethylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of DuraFlo. (XGrass® Prime synthetic turf.
- (ii)** Pad underlayment system consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the requirements of ASTM F1292-13. (SofPad™)
- (iii)** Synthetic Grass Infill, consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. (EnviroFill®)
- (iv)** The dimensions of this playground are 83'-11" x 120'-8"

Article 7: Alternates

In addition to the primary bid, bidders may submit one alternate bid for each school playground project.

EXHIBIT A – Draft Contract

CONTRACT FOR Playground Equipment Installation at

Redbud Elementary School

This Contract for Playground Equipment Installation is made effective on the date of signing by Edmond Public School District, (hereinafter "EPS") as evidenced herein by and between EPS and _____, (hereinafter "Contractor"), hereinafter collectively referred to as (the "Parties"), for services to be provided as more specifically set forth herein below.

In consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

- 1) **Purpose:** Contractor will provide all necessary supervision, expertise, labor, equipment, material, and tools necessary to provide Installation of Playground Equipment at Elementary Schools for all school buildings at EPS as per specifications and bid documents.
- 2) **Scope of Services:**
This contract is to install playground equipment, playground surfacing, concrete curbs, and sidewalks. Some existing equipment will need to be removed or relocated. The total budget for each school playground is approximately \$75,000 per school/location.
The total budget for this project is approximately \$150,000.
- 3) **Supplies Furnished:** Contractor will provide all supplies necessary for the performance of this contract.

ITB# Redbud Playground– Edmond Public Schools
Exhibit A – Draft Contract For Installation of Playground Equipment at Elementary Schools

- 4) **Facilities Covered:** The following facilities are covered under this contract:

Redbud Elementary School.

- 5) **Consideration:** As consideration for the performance of the Playground Equipment Installation, EPS agrees to compensate Contractor as follows: *Pricing as agreed per bid proposal*
- 6) **Applications for Payment:** Applications for Payment shall contain the purchase order number and other detailed information to clearly identify what is being billed, including quantities and unit pricing where applicable. Applications for Payment shall include valid lien waivers in favor of Edmond Public Schools, signed by the manufacturer of equipment installed. Upon approval, the Application for Payment will be forwarded for payment. Payment will be made within 30 days from the date of receipt of application. Failure to follow these instructions will likely result in delay of processing Applications for Payment.
- 7) **Term:** The term of the contract is from 4/6/2021 through 8/13/2021 time is of the essence.
- 8) **Contractor's Warranty:** Contractor guarantees that, during a period of two years from date of completion, it will at its own cost and expense, make or cause to be made, such repairs to the playground equipment as are necessary to correct from faults or defects in materials or workmanship applied by or through the Contractor.
- 9) **Liquidated Damages:** It is important that construction be completed prior to the start of school. Liquidated damages of \$250 per day will apply for failure to complete this contract on or before 8/13/2021.
- 10) **Oklahoma Taxpayer and Citizen Protection Act:** The Contractor certifies that it, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 11) **Staffing Authorization:** Contractor will not allow employees to work on EPS property without first performing background checks and proper employment authorization (E-Verify) and I-9 forms. Contractor agrees that EPS does not authorize contractor to use employees who have not received background check clearance and proper employment authorization prior to their performance of billable services. In the event that such unapproved services are performed, and it is later determined that proper clearances and employment authorization was not obtained, Contractor will pay EPS \$20 per hour worked without clearance or authorization.
- 12) **Communication and Supervision:** Contractor will have at least one on-site supervisor during each shift. The on-site supervisor will be someone who can clearly understand and communicate with school personnel. Contractor employees working on EPS property must be at all times, competent, supervised, and acceptable to the school principal.
- 13) **Uniform:** The successful custodial/housekeeping contractor shall properly identify each employee engaged for this work. A shirt of a common color with the company name and a name tag with a picture will satisfy this requirement. The employee must be neat in appearance.

- 14) **Inspections and Audit:** EPS shall have discretion to conduct random and periodic audits and inspections to verify contractor compliance with bid documents and contract requirements.
- 15) **Property Damage:** Existing facilities damaged during the performance of services shall be repaired and left in as good a condition as found. All repairs shall be completed at Contractor's expense without cost to EPS.
- 16) **Safety Standards and Hazard Communications:** Contractor shall comply with all federal and state safety statutes and regulations and with EPS safety procedures in the performance of services on EPS property.
- 17) **Insurance:** Contractor shall procure and maintain at its expense, using a company or companies acceptable to EPS, the following minimum insurance coverage throughout the period of this Contract. A. Commercial Liability as follows: i) personal injury in amounts not less than \$25,000 per occurrence, and ii) Property damage in amounts not less than \$25,000 each occurrence; B. Workers Compensation – with limits required by the State of Oklahoma. C. Comprehensive Automobile Liability – owned, hired and non-owned in amounts not less than i) Bodily injury - \$25,000 per person, \$100,000 per occurrence and ii) Property damage - \$25,000 per occurrence. Contractor shall timely renew all policies to be carried throughout the term of this Contract and provide EPS with evidence of such renewal in the form of Certificate(s) of Insurance. The contract will terminate effective immediately if the current certificate of insurance is not provided upon EPS request.
- 18) **Taxes:** EPS shall not be responsible for the payment of taxes, late charges, or penalties of any nature relating to any payment made to Contractor in connection with this Contract. Contractor shall pay and/or collect and discharge as they become due all taxes, assessments, rates, damages, license fees, levies, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed or imposed on any payment to Contractor. Purchases by EPS are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
- 19) **Indemnity and Liability:** Each party will be responsible for its own intentional and negligent acts, with the district's liability governed by the Oklahoma Governmental Tort Claims Act.
- 20) **Governing Law:** This Service shall be governed by Board policies and the laws of the State of Oklahoma without regard to its conflict of law's provisions. Any controversy, claim or dispute arising out of or relating to this Agreement shall be adjudicated in the Oklahoma District Court for Oklahoma County. EPS does not agree to binding arbitration of any disputes arising under this Agreement. Nothing in this Agreement shall require the commission of any act contrary to law. Whenever there is any conflict between any provision of this Contract, and any such law, rule or regulation, then the law, rule or regulation shall prevail, and this Contract shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts.
- 21) **Remedies Retained:** Pursuit by either Party to this Contract of any remedy described herein or otherwise available at law or in equity shall not preclude pursuit by that Party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of any Party.

- 22) **Termination:** Should the Contractor fail to comply with any of the obligations required of it in this contract, and following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than ten (10) days), the District shall have the right to terminate this contract at the end of an additional thirty (30) day period. EPS or Contractor shall have the right to terminate the contract upon ninety (90) days written notice.
- 23) **Failure to Enforce:** Failure by EPS at any time to enforce the provisions of this Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of EPS to enforce any provisions at any time in accordance with its terms.
- 24) **Severability:** The invalidity or unenforceability of any particular provision, or part of any provision of the Contract shall not affect the other provisions or parts hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.
- 25) **Oral Representations/Entire Agreement and Amendments:** This Contract supersedes any prior agreement. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the Parties to this Contract unless incorporated in this Contract. This Contract contains all the terms and conditions agreed upon by the Parties hereto and may not be amended except by written agreement between the Parties.
- 26) **Independent Contractor:** This Contract shall not create the relationship of agent, servant, employee, partnership, joint venture or association as between EPS and Contractor. Contractor's employees shall not be considered employees of the State of Oklahoma or EPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.
- 27) **Compliance with Applicable Laws:** The products and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permits.
- 28) **Assignment:** This Contract shall not be assigned, subcontracted, or otherwise transferred by either Party without the prior written consent of the other Party.
- 29) **Binding Effect:** By signing this Contract the Parties agree to abide by all state, federal and municipal rules and regulations. This Contract shall be binding upon the parties hereto, their successors, and assigns.
- 30) **State Entity:** EPS and its Board of Education is a political subdivision of the State of Oklahoma. Accordingly, EPS does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Oklahoma, nor agree to lesser or greater standards of care; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify, or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor agree not to enforce any of the rights, privileges, immunities, or remedies as provided by law. EPS, as political subdivision of the State of Oklahoma, does not have the authority

to enter into agreements which are contrary to any federal laws, the Oklahoma Constitution, or Oklahoma statutes, all as interpreted by the courts and the Oklahoma Attorney General. Nothing contained within this contract shall be interpreted in such a way that EPS acted contrary to or outside its authority to act as a political subdivision of the State of Oklahoma.

AGREED TO AND ACCEPTED:

Edmond Public Schools

By: _____ (Signature) _____ (Date)
Bret Towne, Superintendent

By: _____ *DRAFT* _____ (Signature) _____ (Date)

Contractor

EXHIBIT B – Additional Terms and Conditions

EXHIBIT B - Additional Terms and Conditions

1. Sealed bids will be opened by the Purchasing Department at the Edmond Public School Administrative Services Center, 1001 West Danforth, Edmond, Oklahoma.
2. Bids received after the closing time stated in the bid will not be considered. Envelopes must contain only one bid, be sealed, and name and address of bidder noted in upper left hand corner.
COMPETITIVE BID NUMBER AND CLOSING DATE MUST APPEAR ON FACE OF ENVELOPE.
3. This contract may be bid and awarded on an ALL OR NONE basis, by item or groups of items, whichever is in the best interest of the School District. If bidding ALL OR NONE, either by groups of line item or by total of line items, this must be clearly stated on the invitation to Bid response.
4. The bid shall be submitted on approved forms. Quotations must be typewritten or in ink, and corrections must be initialed. Penciled bids will not be accepted. Alternate forms may be considered, but must reference this bid; all terms and conditions will still apply.
5. Bidder guarantees unit price to be correct.
6. Firm prices shall be bid F.O.B. to the Edmond Public Schools and include packaging, handling, shipping, and delivery charges fully prepaid by the Contractor.
7. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and documentation will be furnished to the Contractor with the Purchase Order.
8. The Contractor shall deliver merchandise as bid. No deviations will be made.
9. Any request for interpretation or supplemental instructions must be addressed to the Purchasing Office and received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be mailed to all prospective bidders if the competitive nature of the bidding is affected. An extension of the closing date may be made by the Edmond Public Schools if the situation warrants.
10. Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Alternate bids will be considered unless specifically prohibited. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. **Proof of equivalency will be the responsibility of the bidder.** Bidder shall submit sketches with proposal, descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
11. All bids submitted are subject to the Edmond Public School Purchasing Department and the Edmond Public School Board of Education purchasing policies and procedures and these terms and conditions and specifications listed herein - all of which are made a part of this bid invitation by reference. This bid, any subsequent Purchase Order, or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This bid is submitted as a legal offer and any bid when accepted by the Edmond Public School Board of Education constitutes a firm contract.
13. This form must be made out in the corporate name of the bidder and must be fully and properly executed by an authorized person, signed in ink, and notarized with full knowledge and acceptance of all its provisions. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the bid. Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this bid is invalid if statement of non-collusion is not signed.
14. Cash and other discounts will be considered and evaluated in the bid award. However, cash discounts will be considered only if the District determines the time period for receiving a discount can be met.
15. Oklahoma is an energy conservation state and we welcome any comments on your bid that would indicate energy savings.

Redbud Elementary Playground– Edmond Public Schools

EXHIBIT B – Additional Terms and Conditions

16. In the event a delivery date is specified on the bid, the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the contract could be cause for termination.
17. By submitting a response to this Invitation to Bid, bidder acknowledges and approves the Terms and Conditions offered by the Edmond Public School District Purchasing Department. Any attachments produced by the bidder and submitted with the bid will become part of this bid. However, award of the bid does not constitute approval of bidder's proffered supplemental terms and conditions. These Terms and Conditions herein will apply to all attachments and supersede any Terms and Conditions in any attachments submitted by bidders.
18. BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. THE EDMOND PUBLIC SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
19. If this bid will involve any labor on the campus of Edmond Public Schools, the bidder will be responsible to provide insurance coverage as prescribed by the laws of the State of Oklahoma. The bidder will hold the District harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project. The successful bidder is to assure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that he/she is exempt from carrying such insurance, BEFORE work begins. Failure to carry the insurance by an exempt bidder will not necessarily void his/her bid.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

**Redbud Elementary Playground – Edmond Public Schools
BID FORM**

BID FORM

DELIVER SEALED BIDS TO:

**EDMOND PUBLIC SCHOOLS
OPERATIONS
1001 W. DANFORTH
EDMOND, OK 73003**

Redbud Elementary

Redbud Elementary Bid Tabulation Table:

ITEM	Description (includes equipment and installation labor)			Bid Price
1.	Provide and install ADA accessible compliant play structure on main playground.			\$
2.	Provide and install weedmat, wood fibers, and border on main playground			\$
3.	Provide and install ADA accessible compliant play structure on tot lot playground.			\$
4.	Provide and install turf on tot lot playground			\$
TOTAL BID PRICE – REDBUD ELEMENTARY				\$

**Redbud Elementary Playground – Edmond Public Schools
BID FORM**

DELIVER SEALED BIDS TO:

**EDMOND PUBLIC SCHOOLS
OPERATIONS
1001 W. DANFORTH
EDMOND, OK 73003**

REDBUD ELEMENTARY

Non-Collusion Affidavit

AFFIDAVIT: **THIS BID INVALID IF NOT SIGNED AND NOTARIZED**
STATE OF _____
COUNTY OF _____

_____ of lawful age, being first duly sworn, on oath says that:

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to Section 2 of this act.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

**Redbud Elementary Playground – Edmond Public Schools
BID FORM**

Certified this _____ day of _____ 20__.

FEI No. _____

Firm: _____

Address: _____ Phone _____

City _____ State _____ Zip _____

SIGNATURE/TITLE

Subscribed & Sworn before me this _____ day of _____, _____

NOTARY PUBLIC

My Commission Expires:

Acceptance of ITB Conditions

(To be included with Bid Form)

In order to be entitled to consideration, this form must be signed by a person authorized to sign on behalf of the Contractor and to bind the Bidder to statements made in response to this Invitation to Bid.

I have read and accepted all of the terms and conditions of this ITB #Redbud Playground Improvements document which includes the following sections.

Table of Contents

Section 1.0	Introduction
Section 2.0	Definitions
Section 3.0	Instructions to Bidders
Section 4.0	Proposal Response Format
Section 5.0	Evaluation and Selection Process
Exhibit A:	Draft Contract For Installation of Playground Equipment at Elementary Schools
Exhibit B:	Additional Terms and Conditions
Exhibit C:	Aerial Photos

BID FORM

Addenda: I acknowledge receipt of the following Addenda related to this Invitation to Bid and have incorporated the information received in preparing this Proposal.

- | | | |
|----|------------------|-------------------|
| .1 | Addendum # _____ | Date Issued _____ |
| .2 | Addendum # _____ | Date Issued _____ |
| .3 | Addendum # _____ | Date Issued _____ |
| .4 | Addendum # _____ | Date Issued _____ |

Company Name (Please Print) _____

Name (Please Print) _____

Title (Please Print) _____

Telephone Number _____

Fax _____

Email _____

Date _____

Signature _____

Bidders Response - Requirements for Evaluation

(To be included with Bid Form)

Your Proposal should explain in terms of staffing, equipment, experience, programs, and management how you will achieve performance objectives. If you are awarded the bid, you will be expected to perform accordingly.

1. Describe in detail, the staffing and equipment, which you will use to ensure completion of the playground installation(s) within the required time line.

2. Explain how you will monitor operations and procedures to ensure that all required procedures are performed in a timely manner.

3. Describe how often and in what form will you provide project updates.

4. Provide other information about your company that you think should be considered in this evaluation.

5. References. Provide a list of references for similar projects. Give complete contact information, as well as detail about the contract.

BID SOLICITATION

Edmond Public Schools
1001 W. Danforth
Edmond, Oklahoma 73003
Voice: 405.340.2988
Fax: 405.340.2989

Project: Installation of Playground Equipment at Elementary Schools

SEALED PROPOSALS will be received by, Edmond Public Schools, Independent School District No. 12, Oklahoma County, Edmond, Oklahoma, at its office, 1001 W. Danforth, Edmond, Oklahoma 73003, until 9:00 a.m.(09:00hrs), March 26, 2021, at which time said bids will be opened for furnishing all labor and materials for:

Installation of Playground Equipment at Elementary Schools

as fully described in the Bidding Documents on file in the main office of Edmond Public Schools.

Bids will be publicly opened and read aloud at the above-mentioned office immediately following the closing time stated above.

Copies of the Bidding documents may be obtained Edmond Public Schools, 1001 W. Danforth Rd., Edmond, Oklahoma, and Phone: (405) 340-2988, without deposit.

Bids received more than ninety six (96) hours, excluding Saturdays, Sundays, and holidays, before time set for opening bids, as well as bids received after time set for opening bids, will not be considered and will be returned unopened.

Copies of the Bidding Documents (General Conditions, Drawings, Specifications, and other Bidding Documents) are on file in above office and are open for public inspection for no less than twenty (20) days prior to the bid opening date.

The time period within which a contract will be executed following award to the successful bidder is Thirty (30) days.

The Owner reserves the right to waive any informality and to reject any or all bids.

Redbud Elementary Playground– Edmond Public Schools

INVITATION TO BID

BidNbr		[??]
BidTitle		[??]
BidDate		[??]
BidTime		[??]
BidTimeMilit		[??]
InqName		[??]
InqEmail		[??]
InqTitle		[??]
InqPhone		[??]
PreBidDate		[??]
PreBidTime		.
PreBidAdd		[??]
ClosingLoc		[??]
BidIssueDate		[??]
SiteName		[??] [??] [??] [??] [??] [??]
TypeContract or		[??]
BegKDate		
EndKDate		
Mandatory		[??]
Site City		
1stPubDt		
2ndPubDt		
Alternates		[??]
PerfBond		[??]
BidBond		[??]
DistrictWide		[??]
Renewable		[??]
Scope		
ContQual		
DefAssess		[??]
ContWarrant		
MatSpecs		
DaysOfSvc		[??]
Exhibit A		
Exhibit B		
Exhibit C		