

Request for Proposal Brighton Area Schools

Bid Number: 2020-01	Bid Title: Track Re-Spray
Date Issued: February 28, 2020	Requests for Information: John Thompson, Athletic Dir, thompsj@brightonk12.com -or- Scott Jacobs, Operations Dir, jacobss@brightonk12.com
Quote Submission Date and Time: March, 16, 2020 2:00 p.m.	Bids Addressed to: Michael A. Engelter Assistant Superintendent for Finance engelterm@brightonk12.com

You are invited to participate in this Request for Proposal. Please submit your proposal response in conformance with the instructions specified herein.

By submitting a proposal response, the bidder agrees to sell, furnish, deliver and install to Brighton Area Schools (the "School District") all services and commodities contained in the Request for Proposal. The bidder shall fully perform the contract in accordance with the specifications, terms and conditions, and requirements contained in the Request for Proposal and shall comply with all applicable provisions of the School District.

Your proposal marked "**SEALED BID: BRIGHTON AREA SCHOOLS- TRACK RE-SPRAY**" will be accepted **NO LATER THAN 2:00 p.m., MONDAY, MARCH 16, 2020 TO: BRIGHTON AREA SCHOOLS ADMINISTRATIVE OFFICE, Attn: Michael A. Engelter, Asst. Superintendent for Finance, 125 S. CHURCH STREET, BRIGHTON, MICHIGAN 48116.** Oral, telephone, fax, or electronic mail bids are invalid and will not receive consideration.

All bids will be publicly opened and read aloud at 2:00pm., Monday, March 16, 2020 in the Business Office at the Community Building, 125 S. Church Street, Brighton, Michigan 48116.

All contracts to be entered into by the Brighton Area Schools must and will comply with the equal opportunity laws of the State of Michigan.

All bids must be submitted on the forms provided in the bid packet.

All bidders must provide familial disclosure in compliance with MCL 380.1267 on the form provided and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder any member of the Brighton Area Schools Board or the Brighton Area Schools Superintendent. The district will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

In addition, all bidders must provide certification of compliance with the Iran Economic Sanctions Act (Michigan Public Act 517 of 2012) on the form provided.

Bids over \$24,924 **must** be accompanied by a certified check or Treasury listed bid bond, as listed in U.S. Dept. of Treasury Circular 570, in minimum amount 5% of bid amount. Please include this. Bids received without this guaranty will not be read or considered. All proposals shall remain firm for a period of ninety (90) days.

The Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interests of the owner.

I. Bidder Scope of Services:

- A. The School District is requesting suppliers to furnish and install a polyurethane-bound rubberized structural spray track coating on the existing running track and field events (e.g., high jump "D" zone, runways for pole vault and long jump) at Brighton High School (7878 Brighton Rd., Brighton, MI 48116) with the following requirements.
 - 1. The proposals shall include the costs of delivered systems, inclusive of the labor, materials and equipment necessary for a complete installation. Detailed technical installation instructions and maintenance & operations manuals shall be provided.
- B. Install all required line and event markings per current NFHS requirements. Installer shall consult with Athletics Department prior to installation of required markings.
- C. Following the Submission of Bids, the School District has the right to request additional information for clarification in order to understand the Contractor's view and approach to the project and scope of the work. The School District further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final contractor contract.

II. Product Requirements:

- A. This work shall consist of a blend of pigmented polyurethane and colored Ethylene Propylene Diene Monomer (EPDM) granules. The top surface shall be applied in multiple coats of two or more over the existing surfacing at the rate of 1.8 lbs. per square yard per coat (minimum 2-coat application). Base Bid color shall be Black.
- B. Granules shall be an ambient ground EPDM rubber crumb having a peroxide cure. The size of the material shall not be less than 0.5 mm and not more than 1.5 mm. The mixture shall include a fine content (dust) not to exceed ten percent (10%).
- C. Binder shall be pigmented polyurethane mixture of Methylene Diphenylene Isocyanide. The pigmented binder shall consist of a two (2) part mixture. The ratio of Polyol to binder shall be installed in accordance with the manufacturer's specifications. The catalyst shall be added at the mixing site, if necessary.
- D. The material ratio of the top surface shall consist of sixty percent (60%) binder (Polyol-binder) and forty percent (40%) EPDM granules. The spray operation shall be performed when the average wind velocity does not exceed five (5) to seven (7) mph. This operation shall be stopped immediately at this excess.
- E. During spray application, the Owner shall reserve the right to have an anemometer on the site. All work shall be protected from over spray outside the limits of the asphalt base.
- F. Final color and appearance shall be consistent along with the texture of the surface at all angles.
- G. No flooding or excess material over two (2) square feet shall be accepted. Excessive flooding constitutes poor workmanship and shall be reviewed and corrections determined at that time.
- H. The line marking paint shall be polyurethane-based paint specifically manufactured to be compatible with polyurethane synthetic track surfaces.

III. Quality Assurance Requirements:

- A. The manufacturer must have ten (10) uninterrupted years of experience furnishing polyurethane for athletic surfacing under the same corporation name. The installer must have ten (10) uninterrupted years' experience installing the polyurethane structural spray coatings.
- B. Installer shall be responsible to inspect and accept the existing all-weather surface prior to application of new materials. Any areas deemed unacceptable to the installer shall be immediately brought to the attention of the Owner prior to application of new materials.
- C. Installers shall be responsible to verify existing all-weather surface dimensions and lengths.
- D. Installer shall be responsible for protection of all immediate perimeter areas including, but not limited to, synthetic turf, fencing, bleachers, walkways for all re-spray applications.
- E. All material used shall be handled, shipped and installed as outlined in the Material Safety Data Sheets and according to current O.A.S.H.A. Standards.
- F. Disposal of all products as per current EPA Regulations.

IV. General Bid Criteria

- A. Sales Tax:
 - 1. All State and Local Sales Tax shall be included with Proposal.
- B. Method of Ordering:
 - 1. Issuance of a written purchase order by the Purchasing Department is the method of ordering product or services. All Contractor invoices and packing/delivery tickets must include the purchase order number.
- C. Payment:
 - 1. Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted during the billing period. Invoices must contain the bid number under which the contract is awarded.
- D. Hours of Work:
 - 1. Work shall be performed during the hours 7:00 a.m. to 6:00 p.m., Monday through Friday. Any changes to the established schedule must have prior approval by the Owner and scheduled at the least disruptive time possible. The Contractor shall not interfere with or disrupt school operations.
- E. Safety:
 - 1. The Contractor shall be responsible for providing for and the placement of any temporary protection necessary to perform work. Work includes, but not limited to, barricades, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.
 - 2. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. Contractor shall dispose of all surplus material, rubbish, and debris at the Contractor's expense.
 - 3. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Owner.

F. Workmanship / Warranty

1. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.
2. Upon completion of work, the Contractor will request the Owner to conduct a site inspection after the project is complete. The Owner will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
3. Upon completion of punch-list items, the Contractor will request a final inspection with the Owner. Final project approval is contingent upon the Owner's final inspection and written approval.
4. Contractor shall provide a warranty on the work performed for a term of five (5) years from the date of substantial completion. If, during the term of the warranty, Owner shall become dissatisfied with the performance of the work, Contractor shall be responsible to correct any deficiencies in work or materials at no additional cost to the Owner. Warranty Guarantee shall cover the following items:
 - a. Work has been manufactured, applied, and will perform per manufacturer's written specifications.
 - b. Will hold fast and/or adhere to the primer, asphalt, concrete, patches and existing surfacing.
 - c. Is Ultra-Violet resistant, will not bubble, blister, fade, crack or wear excessively during the warranty period.
5. Bidder shall be responsible for any and all warranty work, regardless of whether or not manufacturers of the equipment and/or its component parts, provide the actual warranty coverage. Contractor shall respond to requests for warranty assistance within seventy-two (72) hours.

V. **Project Schedule**

- A. Anticipated Schedule as noted below. Should material availability impact the schedule, bidders shall propose an alternate schedule for installation with their proposal.

<u>MILESTONE ACTIVITY</u>	<u>SCHEDULED START</u>	<u>SCHEDULED COMPLETION</u>
Surfacing Installation	June 1, 2020	June 20, 2020
Lining and Marking	June 21, 2020	June 30, 2020

Brighton Area Schools
Track Re-Spray Bid Form
Submission Deadline: March 16, 2020, 2:00 p.m.

Bid Price

Scope of Service:

A. Furnish and install a polyurethane-bound rubberized structural spray track coating on the existing running track and field events (e.g., high jump "D" zone, runways for pole vault and long jump) at Brighton High School (7878 Brighton Rd., Brighton, MI 48116) including the costs of delivered systems, inclusive of labor, materials and equipment.

B. Install all required line and event markings per current NFHS requirements.

Complete scope of work. Scope of Service A & B.

Company Name

Signature of Authorized Representative

Date

FAMILIAL RELATIONSHIP DISCLOSURE (Construction, Additions and Renovations)

(MUST return completed and notarized with bid)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Brighton Area Schools' Board of Education or Superintendent must be accompanied with the bid. *Failure to return this notarized statement/signature with the bid shall result in bid disqualification.*

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

There is no familial relationship that exists between the owner or any employee of the bidder and any member of Brighton Area Schools' Board, or Brighton Area Schools' Superintendent.

The undersigned, the owner or authorized representative of bidder (insert name)
_____ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name

Signature of Bidder Representative

Title

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, _____,

By _____.

Notary Public

_____ County, Michigan

My commission expires: ____/____/____
Acting in the County of: _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012; MCL 129.311 et seq.

The undersigned, the owner or authorized officer of the below-named Bidder, _____, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Bidder is awarded a contract, the Bidder will not become an “Iran linked business” at any time during the course of performing any services under the contract.

BIDDER: _____
Printed Name of Bidder

By:

Its:

Date: