



BID FOR
**MCISD GSRP Early Childhood Playground Equipment
and Installation**
at
Growing Tree Preschool

**MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
MONROE COUNTY, MICHIGAN**

**BIDS ELECTRONICALLY
SENT BY:
Monday, February 2, 2026 at 11:30 a.m.**

**Monroe County Intermediate School District
BOARD OF EDUCATION**

**Dr. Stephen McNew, Superintendent
Courtney Last, GSRP Director
Steve Foster, Director of Building and Grounds**

MCISD GSRP GROWING TREE BID
Early Childhood Playground
Equipment and Installation

TO: Board of Education, MCISD

FOR: Early Childhood playground equipment and installation at Growing Tree Preschool in Monroe County, Michigan.

The undersigned bidder hereby affirms that:

1. The bid is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools and material necessary for the complete construction/installation of the above described project stated on the attached bid forms and to complete the work in the time specified to the satisfaction of Monroe County Intermediate School District.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

By: _____

Title: _____

Date: _____

NOTE: If the bidder is a co-partnership, each member must sign the proposal.

Corporations must execute the proposal by duly authorized officers in accordance with Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

OWNER

The Owner of the project is Monroe County Intermediate School District.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Assistant Superintendent at the time and place specified.

BID FORMS

Electronic bid forms must be submitted on the bid forms furnished by the Owner. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed. Unit prices as listed will govern in determining the correct total of the bid. All bids must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All electronic bids must be in an email addressed to bids@monroeisd.us. Email subject needs to be clearly marked "**MCISD GSRP Growing Tree Playground Bid**"

BIDDER'S SURETY

Bids may be held for a period of sixty (60) days.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to **Steve Foster, Director of Buildings and Grounds** (steve.foster@monroeisd.us). Interpretation or clarification considered necessary by the Director of Buildings and Grounds to such questions will be issued by Addenda emailed and mailed or delivered to all parties recorded by as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Electronic bids will be received at the email address listed in the "bid form" section until **11:30 a.m. EST on Monday, February 2, 2026. NO LATE BIDS WILL BE ACCEPTED.** The electronic bids will be viewed starting at 11:30 a.m.

REJECTION OF BIDS

The Owner reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Owner. The Owner also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Owner to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

CONTRACT EXECUTION

The Bidder to whom the contract is awarded shall, within fourteen (14) calendar days after notice of award, enter into a written contract with the Owner and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award. Following the execution of the contract, the Bidder shall become known as the Contractor.

INCREASED OR DECREASED QUANTITIES

The Owner reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than ten (10) percent. Changes in excess of that amount will be individually negotiated.

TIME OF COMPLETION

All contract work shall be done per prearranged schedule with the Owner. **Final completion date to be June 20, 2026**. Project start date is approximately May 1, 2026 and after the contract is signed by both parties. In addition, work may be conducted on the weekends if approved in advance. Otherwise, all work shall be conducted during normal daytime hours unless otherwise approved by the Owner. Normal daytime hours are considered to be Monday through Friday from 7 a.m. to 7 p.m.

REVIEW OF PROJECT

All contractors are encouraged to walk the project area and landing area in order to ensure that they are bidding the required items. If you wish to visit the site please call 734-322-2620 to set up an appointment. Site address: **Growing Tree Preschool 10285 Sylvania-Petersburg Rd , Ottawa Lake, MI 49267.**

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Director of Buildings and Grounds and District representatives will make a final inspection of all work included in the contract, and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor is required to provide unconditional waivers of lien from all sub-contractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. **No advanced payment will be made unless agreed upon prior to contract agreement.** Payment for all work completed and accepted, less previous payments will be made within thirty (30) days of final acceptance.

NEGOTIATION AND ARBITRATION

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

If a claim, dispute or other matter in question between Owner and Contractor involves the Work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor hereunder. Contractor shall include in all

subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Owner or Owner's Consultants that does not otherwise exist.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

OWNER'S RESPONSIBILITY

The Owner shall not supervise, direct or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

SPECIAL PROVISIONS, NOTES AND DETAILS, AND SUPPLEMENTAL

Indemnification, Damage Liability and Insurance (Attached)

Affidavit Familial Relationship (Attached)

Certification of Compliance – Iran Economic Sanctions Act (Attached)

Plans/Photographs of Scope of Work (For Information Only)

PROJECT PRICING

2026 MCISD GSRP Growing Tree Playground Equipment and Installation

TO: Board of Education, MCISD

The undersigned, having full knowledge of the site, bid documents, plans and specifications for the **2026 MCISD GSRP Playground Equipment and Installation at Growing Tree Preschool** within Monroe County, Michigan and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Bid Documents, Plans and Specifications, and to accept in full, compensation for all work necessary to complete the project at the price listed below:

1. Playground structure equipment for students ages 2 – 5 years old, 14 – 20 users, with a minimum of:
 - A. Four (4) swings with one (1) 2-5 Year Old ADA Swing Seat.
 - B. Main Structure for 2 - 5 Year Olds with:
 - a. ADA Transfer
 - b. Alphabet activity
 - c. Musical Bell Play Panel activity (or equivalent)
 - d. Musical Drum Play Panel activity (or equivalent)
 - e. Three (3) Tactile Play Panel activities
 - f. Fit a Shape Play Table or similar activity
 - g. Stepper Pods
 - h. Number Themed Climber
 - i. Curved Slide
 - j. Chain Ladder Climber
 - k. Crawl Tunnel
 - l. Steering Wheel Imagination Play Panel or similar activity
 - m. Roof
 - C. Specifications to include:
 - a. All hardware to be dipped in Loctite (or similar bonding sealant)
 - b. All metal parts to be powder coated with a full epoxy base coat
 - c. All play panel activities to be a minimum of $\frac{3}{4}$ " thickness
 - d. All slide footings to be mounted on a sliding footing
 - e. CPSI completed layout and sign off on installation
 - D. Fencing around structure area

2. The area for the installation of the playground structure will be approximately 50' by 75' in a rectangle. Installation of the playground structure will be completed at the address below:

Gowing Tree Preschool, 10285 Sylvania-Petersburg Rd., Ottawa Lake, MI 49267

Map in Appendix A

3. Installation of the playground and landing area will follow all State of Michigan Playground Laws. The landing area material is to be certified playground mulch at a 14" depth in all areas with the proper weed barrier under entire landing area. Excavation of play area and removal of soil at District's direction should be included. The exact measurements of the landing area are to be designated in the bid layout. Fencing layout to be included with area of structure.
4. Bid is to be emailed on or before February 2, 2026 by 11:30 a.m. to bids@monroeisd.us.

Lump Sum Total of Bid:

\$ _____

TOTAL OF BID: _____
(write out the total bid sum in words)

_____ Dollars

Contractor Signature: _____

Printed Name and Title: _____

Date: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. All work on the **2026 MCISD GSRP Growing Tree Playground Equipment and Installation** is to be fully completed before **June 30, 2026** and as detailed in the Time of Completion section above.

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No.: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (SEAL)
Corporation Name

State of Incorporation

By: _____

Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture (Each party to the joint venture must sign.)

By: _____

Business Address: _____

Phone No.: _____

By: _____

Business Address: _____

Phone No.: _____

The Contractor shall comply with the following:

a. Indemnification. The Contractor agrees to save harmless, indemnify, defend and represent the Board of Education of Summerfield Schools, against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the work covered by the contract or for any other work done whether or not specifically authorized or in conformance with the description of the work for which the contract was executed. The Contractor's aforementioned indemnity, hold harmless and release agreement shall not be applicable to any liability caused by the sole negligence or willful misconduct of the Board of Education of Summerfield Schools. The Contractor agrees and understands that the obligations set forth herein are binding upon their subcontractors, successors, transferors, assignors, sureties, and guarantors.

b. Worker's Compensation Insurance. The Contractor shall certify before the execution of the contract that the Contractor carries Michigan Worker's Compensation Insurance per the statutory limits.

c. Bodily Injury and Property Damage. The Contractor, before execution of the contract, shall file with the Owner copies of completed certificates of insurance, as evidence that the Contractor carries adequate insurance, satisfactory to the Owner, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. General Liability and Contractual Liability – Bodily Injury and Property Damage. Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Property Damage Liability:

Each Occurrence.....	\$1,000,000
Aggregate.....	\$1,000,000

Bodily Injury Liability:

Each Person.....	\$1,000,000
Each Occurrence.....	\$2,000,000

The requirements above may be met through an umbrella policy. The insurance shall include, but not be limited to, coverage for:

A. Damage to underground facilities due to drilling, boring and excavating with mechanical equipment, and

B. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. Owners Protective Liability. Bodily injury or death and property damage protection, including general supervision of work performed and including coverage for cost of defense of such claims, shall be extended to the Board of Education of Summerfield Schools, and the officers, agents and employees thereof, and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

d. Notice. The Contractor shall not cancel or reduce the coverage of any insurance required by this special provision without providing 30-day prior written notice to the Owner. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Owner, in writing, immediately of any cancellation or reduction in the insurance coverage. The Contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Owner, in writing, the following:

1. A thirty (30) day prior notice of any insurer initiated cancellation, expiration, termination or reduction in coverage for reasons other than nonpayment of the premium.
2. A ten (10) day prior notice of any cancellation, expiration, termination or reduction in coverage for nonpayment of the premium.

e. Reports. The Contractor or insurance carrier shall report to the Owner claims received, inspections made and disposition of claims. The Owner will withhold the final estimate or reserve until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Owner.

f. Endorsements. All insurance policies and binders shall include the following endorsements, verbatim:

"ADDITIONAL INSURED: The Board of Education of Monroe County Intermediate School District and its officers, agents.

"Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to the cancellation, expiration, termination or reduction in coverage for all other reasons."

AFFIDAVIT FAMILIAL RELATIONSHIP
THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY BID

The Board of Education will not accept this bid without this completed, signed and notarized form.

STATE OF: _____

COUNTY OF: _____

_____, **being sworn, says**
(Affiant's printed name)

1. I am the _____ of _____,
(Title) (Vendor-bidder)
which has submitted to **Monroe County Intermediate School District**, a proposal for
the 2026 MCISD GSRP Growing Tree Playground Equipment and Installation project.
2. I state that there is **NO** familial relationship between the owner or any employee of
above Vendor-Bidder and any member of the Board of Education or the Superintendent
of the Monroe County Intermediate School District, said exceptions being as follows:

Signed: _____

Printed: _____ Date: _____

SWORN TO and subscribed before me, a Notary Public, in and for the above-named state and
county this _____ day of _____, 202 _____.
My commission expires on _____.

Signature: _____, Notary Public

**CERTIFICATION OF COMPLIANCE –
IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012**

The undersigned, the owner, or authorized officer of the below-named company (the "Company") hereby certifies, represents, and warrants that the Company (which includes 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 Company is awarded a contract by Monroe County ISD as a result of an RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Monroe County ISD investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Date

Prevailing Wages on State Projects

Consistent with Michigan's Prevailing Wages on State Projects Act (Act), MCL 408.1101, *et seq.*, any bidder who submits a bid in response to this RFP expressly represents that the wages and fringe benefits paid to "construction mechanics" (excluding those under the State Civil Service Commission), as the phrase is defined under MCL 408.1101(b), by the bidder/contractor and all subcontractors will not be less than the prevailing rates in the locality where the work is performed.

The current rate sheets as of the date of this RFP for Monroe County, Michigan can be found [here](#).¹

Bidders further warrant they will assume the responsibility of ensuring any subcontractors pay the prevailing rates under the rate sheets identified above. The chosen bidder as well as any subcontractor(s) must post on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rate sheets as well as keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by it who is performing services under this RFP.

MCISD expressly states that construction mechanics are intended beneficiaries of the prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements contained under the Act. The wages and fringe benefits paid to construction mechanics (excluding those under the State Civil Service Commission) by the contractor and all subcontractors must not be less than the prevailing rates in the locality where the work is performed. Any construction mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified under a rate sheet identified above or MCL 408.1107, in addition to any other remedies provided in the Act or by law, may bring an action in a court of competent jurisdiction against the bidder/contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

In addition, all bidders/contractors and subcontractors must hold a state project registration as required by MCL 408.1102. Bidders must submit a copy of their state project registration along with their bid for both themselves and each subcontractor that has been selected at the time the bid is submitted. By bidding on this RFP, bidders agree they will submit certified payroll records to the online certified payroll submission system identified by the Michigan Department of Labor & Economic Opportunity within the timeframes identified under the Act and will indemnify, defend, and hold MCISD harmless from any and all claims resulting from a bidder's failure to fulfill its obligations under the Act.

MCISD expects – and bidders/contractors agree - that all bidders/contractors will follow all other requirements of the Act.

¹ <https://www.michigan.gov/leo/-/media/Project/Websites/leo/Documents/PWRS-By-County/Monroe.pdf?rev=e86218b96c8548f797f38b9d98b517cc&hash=5221D74C36F25E83C1529D4D7682D7A4>

APPENDIX A

Site Map

