

**GULFPORT SCHOOL DISTRICT**  
**Playground Equipment & Installation**  
**BID FILE #2022-013B**

**OFFICIAL BID/PROPOSAL FORM**

Firm submitting Bid/Proposal: \_\_\_\_\_

Legal Organization of Bidder: \_\_\_\_\_

(CORPORATION, PARTNERSHIP, OTHER: If a corporation, give the state of incorporation, domicile, and whether qualified to do business in Mississippi if foreign corporation:

\_\_\_\_\_  
Mailing Address of Bidder: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name of Bidder

\_\_\_\_\_  
Signature of Bidder

The above-signed bidder hereby proposes to furnish and install early childhood playground equipment and K-5 playground equipment as listed on the following pages in full conformity with the given specifications. The quantities are estimates and could exceed/or not exceed those stipulated on the bid document. If funding is not available, the district will not move forward with this process.

Bid prices are F.O.B. Gulfport, Mississippi. Bid/proposal prices will remain valid for the term of this proposal.

It is understood the Gulfport School District Board of Trustees reserves the right to reject any and all bids/proposals and to waive informalities.

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com) Electronic bids received will be stored in an electronic lockbox until the time designated for opening. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Any questions regarding these specifications should be addressed to Mr. Jack Wittmann, Chief Operations Officer at 228-865-4684, or email at [jack.wittmann@gulfportschools.org](mailto:jack.wittmann@gulfportschools.org).

The bid submission must be sealed and consist of one (1) complete original (marked) proposal and two (2) copies of the proposal. Bids must be submitted electronically through Central Bidding, mailed, or hand-delivered with the following label in a clearly visible location:

BID SUBMITTED IN RESPONSE TO  
ADVERTISED BID No. 2022-013B  
Playground Equipment & Installation  
April 6, 2022 at 10:00 AM  
ATTENTION: Stacey Penny, CFO

Bids submitted by facsimile (fax) or email will not be accepted.

Gulfport School District will not be responsible for mail delays or lost mail. Therefore, it is suggested that mailed bids be sent as certified mail with a return receipt guarantee.

**Bids will be received until 10:00 a.m., April 6, 2022**, at which time they will be opened and publicly read. All bids/proposals should be sealed, marked: “**BID FILE #2022-013B Playground Equipment & Installation**” on the outside of the envelope, and **mailed or delivered to the office of Stacey Penny, Chief Financial Officer, 2001 Pass Road, Gulfport, MS 39501. Any notations appearing on the outside of envelopes containing the sealed bids in any manner will not be considered.**

A **Pre-Bid Meeting and Facility Walk-Through Are Required** to become acquainted with all local conditions, which may affect the installation of the playground equipment. Site visits should be scheduled with Jack Wittmann, Chief Operations Officer, at 228-865-4684 or by email at [jack.wittmann@gulfportschools.org](mailto:jack.wittmann@gulfportschools.org)

## SCOPE OF SERVICES

Gulfport School District is requesting bids that include the playground equipment, the safety surface, and the installation of all equipment.

The Early Childhood Playground Equipment, for ages 3-5, will be added to the playgrounds located at **Central Elementary School** (1043 Pass Road, Gulfport, MS 39503) and **Pass Road Elementary School** (37 Pass Road, Gulfport, MS 39501).

The K-5<sup>th</sup> Grade Playground Equipment will replace the current playground equipment located at **West Elementary School** (4051 15<sup>th</sup> Street, Gulfport, MS 39501).

Pending funding the Gulfport School District request alternate bids for three (3) identical sets of Pre-K and one (1) K-5<sup>th</sup> Grade Playground Equipment, to be added to the playgrounds located at **28<sup>th</sup> Street Elementary School Pre-K** (3034 46<sup>th</sup> Avenue, Gulfport, MS 39501) **Anniston Avenue Elementary (Pre-K and K-5)** (2314 Jones Street, Gulfport, MS 39507), and **West Elementary Pre-K** (4051 15<sup>th</sup> Street, Gulfport, MS 39501).

The playground equipment should include age-appropriate play components. The playground should provide fun, promote physical fitness, and encourage social interaction. Among the play activities that should be considered are balancing, climbing, crawling, hanging, imagining, pushing, pulling, sitting, sliding, and swinging.

Playground design requirements include play value, capacity, footprint, color availability, visual density and appearance, age appropriateness, height/size, and sensory stimulation.

The playground equipment should be in full compliance with American Society for Testing and Materials F 1487 (ASTM), and Consumer Product Safety Commission (CPSC) guidelines.

Playground products should meet the following certifications:

- ❖ Manufacturer is ISO 9001: 2008 Certified (Quality Assurance Processes)
- ❖ Manufacturer is ISO 14001: 2004 Certified (Environmentally Response Processes)
- ❖ IPEMA (International Play Equipment Manufacturers Association) Certified
- ❖ Manufacturer certifies that play equipment meets current safety and accessibility requirements
- ❖ The Vendor/Contractor is certified by the manufacturer
- ❖ Minimal Americans with Disabilities Act (ADA) Compliance

The contractor shall be responsible for removing and disposing of all debris and packing materials from the job site.

The contractor shall exercise care so as not to damage existing grass, walks, or other School District property during the performance of its contract. Should damage occur during construction, the Contractor shall repair or replace any damaged grass or materials.

The Contractor shall fence in the playground area during construction to ensure the safety of the children and prevent unauthorized entry into the work zone area.

## **PRODUCTS**

Material Requirements:

1. Main Structural Uprights
  - a. Shall be a minimum 3.5” outside diameter tubing, 1/8” wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a polyester powder coating in conformance with the specification outlined herein.

(AND/OR)

- b. Shall be a minimum 3.5” outside diameter, 13 gauge (normal .095”) galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-1011 sheet Spec for steel coil. Minimum

yield strength shall be 45,000 psi and minimum tensile strength shall be 48,000 psi. The exterior surface is hot-dip galvanized; all upright posts shall be coated with a powder coating.

2. Component Attachment - Must be factory preset to the uprights to ensure full-field compliance with current safety standards, hinged, or any clamps, that require field locating, field drilling or installation are not acceptable, due to susceptibility of installation not following safety standards.
3. Dip Coated Steel - Products including decks, platforms, steps, and bridges shall be fabricated from 12-gauge perforated steel with a .08" minimum thickness, textured slip-resistant polyvinyl chloride dipped coating. Square deck size must be at least 36" x 36" (2,401 square inches), and triangular decks must be equally 36" on all sides (1,250 square inches) and bolt through the uprights. Decks must attach directly to threaded inserts factory installed to uprights, using 1 3/8" bolts at each upright connection point to eliminate the possibility of deck slipping. Any coating must be free of latex and safe for children.
4. Molded Polyethylene - Products are to be rotationally molded plastic with a 1/4" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive and be available in any of the manufacturer's standard colors.
5. Metal Climbers and Enclosures - Products shall be fabricated from a minimum of 1 5/16" OD x .083" (14-gauge) wall galvanized steel tubing with vertical members fabricated of 1 1/6" OD x .075 (15-gauge) wall galvanized steel tubing. All tubing used shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an inline hot-dipped uniform Zinc galvanizing, chromate conversion, and acrylic over-coating.
6. Hardware - All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized, or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel.

## **Finishes**

1. Polyester (Powder) Coating – The polyester coating shall be uniformly applied by the electrostatic method to a minimum thickness of four mils. Promptly after the application of the powder, the coating shall be oven-cured at 400 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the District from the manufacturer's standard and/or custom color selection charts.
2. Galvanized Finish – All components shall have a galvanized finish prior to powder coating and all welds shall be protectively coated with ZRP; a Zinc primer that forms a

rust-resistant barrier layer over each weld. All galvanized surfaces shall be free of burns, splinters, and sharp edges.

### **Foundation surface**

A loose-fill, recycled rubber playground safety surface material with the following standards:

- ❖ CPSC Guidelines for Impact Attenuation
- ❖ ASTM 1292-13 Standard Specification Impact Attenuation of Surfacing Material Within the Use Zone of Playground Equipment
- ❖ ASTM F1951-99 / F1951-14 Standard Specification for Determination of Accessibility of Surface System Under and Around Playground Equipment
- ❖ ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- ❖ ASTM F3012-14 Hazardous Metals Test
- ❖ ASTM F3012 Total Lead Content

### **Ground preparation**

The contractor shall ensure the area is free of debris and foreign material prior to installation of the safety surface. The area where a safety surface is installed must be graded for proper drainage with a substrate that is compacted to provide a firm even base.

Installation of commercial-grade geotextile fabric is recommended. The seam overlap should be a minimum of three inches and all seams should be properly secured to prevent dirt or other substrate material from mixing with the safety surface. Geotextile fabric should be properly secured at the perimeter and around all installed equipment posts and poles.

### **Warranty**

Minimum 15-Year Limited Warranty for all plastic and steel components against structural failure due to corrosion/natural deterioration or manufacturing defects.

Minimum 100-Year Warranty for all aluminum posts, stainless steel fasteners, clamps, beams, and caps against structural failure due to corrosion/natural deterioration or manufacturing defects.

## **TERMS AND CONDITIONS**

### **Instructions**

Before submitting a response, each vendor should carefully read the Specifications, Terms, and Conditions, and Contract documents. Vendors should fully inform themselves prior to responding as to all existing conditions and limitations under which the work is to be performed and should submit pricing to perform the work as set forth in the contract documents. The

submission of a response shall be considered as conclusive evidence that the vendor has made such an examination.

The submitting vendor should include the following documents:

1. Signed RFP cover sheet
2. Proposal Response form
3. References
4. Company Information
5. Copy of Liability Insurance
6. Specifications of all project materials submitted
7. Manufacturer's Warranty
8. IPEMN certification for all components
9. Proof of equipment designer CPSI certification
10. Top view drawing of the proposed playground equipment layout
11. 3-D color renderings of proposed play areas

## **TERMS OF CONTRACT**

### **Payment**

Payment will be issued upon review and approval of invoices within 45 days. Invoices shall include labor, materials, and equipment provided. Each invoice should include a Purchase Order Number to be valid. Invoices for the Gulfport School District are to be sent to Jack Wittmann, Chief Operations Officer, 700 Pass Road, Gulfport, MS 39501.

### **Unit Price and Total Prices Required**

Any bid on any item should include a unit price and total price. If there is any discrepancy between the unit price written in the bid and the total price extension, the unit price will be considered binding and the total price will be adjusted accordingly. The Gulfport School District Board of Trustees reserve the right to accept bids on the basis of an individual line item or by total price whichever is deemed to provide the maximum benefit to the school district and adjust quantities as deemed necessary. All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initiated by the person signing the proposal. Also, corrections made with correction tape or fluid are to be initialed.

### **Bid Withdrawal**

No bids may be withdrawn for a period of thirty (30) days following the scheduled opening.

### **Insurance**

Insurance certificates must be submitted with the vendor's bid. The successful vendor shall provide the Gulfport School District a "Certificate of Insurance" naming the district as an

additional insured. Gulfport School District reserves the right to review all insurance policies pertaining to this solicitation to guarantee that proper coverage is obtained by the vendor.

The vendor will be required to maintain in full force and in effect the following types of insurance:

- a) Comprehensive General Liability.....1,000,000 per occurrence
- b) Worker’s Compensation
- c) Bodily Injury Liability (CSL)
- d) Property Damage Liability (CSL)
- e) Automobile Body Injury Liability
- f) Automobile Property Damage Liability

Manufacturers of playground equipment shall carry Product Liability insurance with limits of no less than \$10,000,000, including an umbrella policy.

### **Damage to School District Property**

The contractor will be liable for any and all damages to the school district’s property to the extent caused by the negligent acts or omissions of the contractor, its employees, or agents, except if damages arise or result from the negligent acts or omissions of the school district, its employees or agents.

### **Compliance with Law**

The Vendor shall comply with any and all laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, applicable to completing the project anticipated in this bid proposal including, but not limited to, building permits, building codes, safety regulations, licenses, etc. The Vendor, including its employees and agents, shall be responsible for knowing the School District’s policies concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Vendor, to assist the Vendor to comply with any and all applicable federal, state or local laws, rules and regulations.

The Vendor by providing its Bid Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirements applicable to completing the project anticipated in this Proposal. The Vendor shall in the performance of such work pursuant to this RFP, its Bid Proposal and the Vendor, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from its failure to so comply. All Services to be furnished by the Vendor, and the Vendor’s working conditions, and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

## **Termination of Contract**

The successful vendor shall perform services in a satisfactory and efficient manner. If services are not satisfactory Gulfport School District reserves the right to terminate the contract.

## **Delivery of Equipment**

The equipment to be furnished shall be delivered, off-loaded, and uncrated at the appropriate time and locations as designed by the Gulfport School District. Under no circumstance will the owner assume any responsibilities in connection with the deliveries of the equipment.

## **General Service Specifications**

Gulfport School District reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, or make multiple or partial awards.

Award of a contract shall be made only to a responsible vendor(s), i.e., a vendor who has demonstrated competence to deliver the specified services, a proven record of business integrity and ethics, and the ability to meet the requirements of this Proposal.

The Contractor installing the equipment must be experienced in the installation of play equipment with personnel, facilities, and equipment adequate for the work specified and shall, within 48 hours of a request, produce written proof of such.

Gulfport School District reserves the right to request additional information from any individuals, agency, or employer listed in the Request for Proposal, who may have knowledge of the vendor's experience, qualifications, and/or relevant performance.

## **Standard Contraction Conditions**

The contract shall be governed in all respects-as to validity, construction, capacity, performance, otherwise-by the laws of the State of Mississippi. The successful bidder shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor Regulations (41 CFR Part 60).

Gulfport School District is exempt from sales and use tax pursuant to Miss. Code Ann. Section 27-65-105(a).

The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or disability.

Successful bidder shall comply with all applicable standers, orders, or requirements issued under Section 306 Clean Air Act (42 U.S.C 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part



25), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

In the event that successful bidder's obligations hereunder require or contemplate that performance of services by bidder's employees or persons under contract to bidder be done on the Gulfport School District property, bidder agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Gulfport School District. Bidders shall maintain all necessary insurance coverage as required by statute as well as those coverages specifically enumerated within the bid documents.

By signing this document, the successful bidder certifies that this bid is made without prior understanding, agreement, or connections with any corporation, or connection with any corporation, firm or persons submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The successful bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

Prohibition against conflicts of interest, gratuities and kickbacks-any employees or any official of the School District, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or giving of business, for, or to, or from, any person, partnership, firm or corporation, offering bidding for, or, in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with state and/or federal laws.

**Please indicate the effective date of your bid:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

# Playground Equipment & Installation for Gulfport School District

## Proposal Response Form

Gulfport School District will take the following considerations into account when awarding the RFP: purchase price, the reputation of the vendor and the vendor's goods and services, quality of the vendor's goods and services, the extent to which the goods or services meet Gulfport School District's needs, vendor's past relationship with the school district, vendor's service and delivery capabilities, warranty and warranty service history, probability of continuous availability, and any other relevant factor specifically listed in the Request For Proposals.

1. **Base Bid** – West Elementary K-5

Total \$ \_\_\_\_\_

2. **Base Bid** – Central Elementary Pre-K

Total \$ \_\_\_\_\_

3. **Base Bid** – Pass Road Elementary Pre-K

Total \$ \_\_\_\_\_

4. **Alternative Bid "A"** – West Elementary Pre-K

Total \$ \_\_\_\_\_

5. **Alternative Bid "B"** – 28<sup>th</sup> Street Elementary Pre-K

Total \$ \_\_\_\_\_

6. **Alternative Bid "C"** – West Elementary K-5  
**Removal of Existing Playground Equipment**

Total \$ \_\_\_\_\_

7. **Alternative Bid "D"** – Anniston Avenue Elementary Pre-K

Total \$ \_\_\_\_\_

8. **Alternative Bid "E"** – Anniston Avenue Elementary K-5

Total \$ \_\_\_\_\_

## REFERENCES

1. \_\_\_\_\_  
Organization

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Type of Organization

2. \_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Street Address City State Zip

\_\_\_\_\_  
Contact Person Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Type of Organization

## COMPANY INFORMATION

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

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

City, State, Zip Code: \_\_\_\_\_

RFP Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Year Company Established: \_\_\_\_\_

If awarded the contract who is the company's designated liaison for the Gulfport School District?

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date