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**RFP #HV-988-052024**

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REQUEST FOR PROPOSAL

FOR

ENGINEERED MULCH FOR PLAYGROUNDS, PARKS, AND  
OTHER RECREATIONAL AREAS

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### BID SUMMARY

**Commodity/Service Being Requested:** Engineered Mulch for Playgrounds, Parks, and Other Recreational Areas

**Type of Solicitation:** Request for Qualifications (RFQu) - Huron Valley Schools, in partnership with the Michigan Association of Counties (MAC) bid program, is implementing an Engineered Mulching procurement program statewide throughout Michigan. School districts and other public entities across the state have been requesting a contract vehicle be put in place that makes the purchase of engineered mulch for playgrounds, parks, and other recreational areas affordable and easy to order.

Through this process, it is the goal of Huron Valley Schools to competitively pre-qualify and establish a list of contractors that will provide engineered mulch for playgrounds, parks, and other recreational areas for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to “piggyback” and purchase on an as-needed basis from the awarded pool of contractors. Huron Valley Schools intends to reopen the Request for Qualifications (RFQu) process on a as needed basis to consider new RFQu responses, and potentially supplement the list of prequalified contractors. The list of entities that will be using this bid will continue to grow statewide. **Please be sure in your proposal to list the areas of the state where you provide services (Refer to Appendix A).** Huron Valley Schools as part of this process is requesting a pricing plan to purchase engineered mulch for playgrounds, parks, and other recreational areas.

**Type of Resulting Contract:** Statewide Cooperative Contract - As a result of this RFQu, Huron Valley Schools will work with the Michigan Association of Counties to market and extend the resulting contract to other government municipalities and school districts statewide.

**Resulting Contract Term:** Three (3) years with two (2) one-year renewal options.

TIMETABLE	
Release of RFQu:	June 10, 2024
Due Date for Receipt of Questions:	June 17, 2024
Questions and Answers Posted:	June 24, 2024
Proposals Due by (10:00 AM/ EST) *:	July 8, 2024
Notice to Award:	August 2024
Master Agreement Award Date:	August 2024

\*Responses received later than the specified deadline will be disqualified.

**Contacts with Huron Valley Schools Personnel:** All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be sent to the following email: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)



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Solicitation Terms and Conditions – HVS/MAC Master Agreement Template: Business Office | (hvs.org)



## SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

### 1.1 Minimum Mandatory Requirements

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

1. Proposer must have three (3) years' experience, within the last five (5) years, in providing Engineered Mulch for Playgrounds, Parks, and Other Recreational Areas equivalent or similar to that being requested by Huron Valley Schools as described herein.
2. Please include in your proposal a description of your organization's ordering and delivery services.
3. Provide pricing to Huron Valley Schools/MAC cooperative members on a wide range of Engineered Mulch for Playgrounds, Parks, and Other Recreational Areas using Attachment A. Please provide pricing for the Huron Valley Schools project as well as pricing for other potential projects in your delivery/service area. Provide pricing by the bag or cubic yard as follows: cost of product if picked up, cost of product if delivered, cost of product delivered and installed. Describe minimums, if any, in your pricing.

***Proposer Response:***

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

### 1.2 Product and Service Categories

Huron Valley Schools, in partnership with the MAC Cooperative, is seeking a distributor/operator/manufacturer that has the depth, breadth, and quality of resources necessary to install engineered wood fiber mulch and other types of engineered mulch intended for playgrounds, parks, and other recreational areas at various locations. The provider must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to provide engineered mulching services. The provider needs to be capable of delivering a comprehensive range of high-quality products and services to meet the diverse needs of our educational institutions and other partner entities across Michigan. Huron Valley Schools is also interested in the introduction of products that will offer Huron Valley Schools/MAC Cooperative members a wide range of solutions. The district is looking for a dynamic supplier partner that will adapt with the changing needs of our ordering entities to assist them in finding new products and savings.

### **Scope of Services:**

- **Depth, Breadth, and Quality:** HVS/MAC Cooperative is looking for provider(s) with the capacity to offer a wide array of engineered wood fiber mulch and other types of engineered mulch ensuring that our schools and partner entities have access to the resources they need to maintain and service their playgrounds and other areas requiring engineered mulch.
- **Innovative Solutions:** HVS/MAC Cooperative is interested in suppliers who can introduce new products and solutions that enhance efficiency, safety, and cost-effectiveness for its cooperative members.
- **Dynamic Partnership:** HVS/MAC Cooperative is seeking supplier partners(s) who can adapt to evolving needs and collaborate closely with our districts and ordering entities to identify opportunities for product innovation and cost savings.

**Our Cooperative Partners:** Our partner entities include school districts, counties, townships, cities, and non-profit organizations throughout Michigan. They require engineered mulch for playgrounds, parks, and other recreational areas.

**Pricing Model:** Vendors are requested to provide pricing based on a percentage off catalog pricing. This percentage may apply to the entire catalog or may be specified by segment, category, or manufacturer. Please provide a clear explanation of your pricing model in your bid proposal.

We encourage a diverse range of providers to submit bids, regardless of the size of their product offerings.

If you believe your company can meet our requirements and provide exceptional value to our cooperative members, we invite you to submit a proposal.

This solicitation will allow other government municipalities (County, township, and city), non-profit organizations, and school districts statewide to piggy back and purchase from this contract. Therefore, playgrounds and other recreational areas are to be considered when submitting a proposal in response to this RFQ.

### **Scope of Work:**

1. Project shall include all labor, equipment, and materials necessary to furnish and install engineered wood fiber mulch in designated playgrounds, parks, and other recreational areas. Specified quantities of engineered wood fiber mulch shall be spread in a smooth even layer throughout each playground area. At play area entrance and handicap access areas, mulch shall be raked so that top of mulch is flush with adjacent access surfaces to create a smooth and even transition between the hard surface and the mulch.

Contractor shall take all necessary precautions to protect the public including staff to keep users away from playgrounds, parks, and other recreational areas.

2 Playground Locations for Huron Valley Schools

Location	Address
Apollo Early Childhood Center	2029 N. Milford Rd., Highland, MI 48357
County Oaks Elementary	5070 S. Duck Lake Rd. Commerce Twp, MI 48382
Heritage Elementary	219 Watkins Blvd, Highland, 48357
Highland Elementary	300 W. Livingston Rd, Highland, MI 48357
Johnson Elementary	515 General Motors Rd, Milford, MI 48381
Kurtz Elementary	1350 Kurtz Dr., Milford, MI 48381
Lakewood Elementary	1500 Bogie Lake Rd., White Lake, MI 48383
Oxbow Elementary	100 Oxbow Lake Rd, White Lake, MI 48386
Spring Mills Elementary	3150 Harvey Lake Rd, Highland, MI 48356

3. A total of 1200 cubic yards will be needed for the completion of the project at Huron Valley Schools. The color of the engineered wood fiber mulch for the playground locations will be natural and needs to be installed at a constant depth of three (3) inches across the entire play surface with all areas dug out being filled.
4. Authorized Work Hours and Hours  
Work on projects for Huron Valley Schools and other MAC cooperative members shall be scheduled for weekdays, excluding holidays, Monday through Friday, 7:00 am to 8:00 pm, unless otherwise specified.
5. Work Schedule  
Work schedules to be coordinated with and approved in advance by Huron Valley Schools and other MAC cooperative members.
6. Public Notification  
Contractor shall post signs at least 48 hours in advance, at each playground, park, and other recreational area to notify residents of the date that the area will be closed.
7. Site Preparation  
Before installing any type of mulch, any litter or trash shall be removed from the playground, park, and other recreational areas.
8. Clean-up  
Contractor shall clean up any mulch that spills onto plantings, adjacent walkways, curbs, gutters, and pavement.

1.3 Product Specifications

### 1.3.1 Reservation of Rights

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

Please confirm your understanding by checking Yes or No.

Yes       No

### 1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to the eligible agencies. Huron Valley Schools expects all supplies, materials, equipment, or products bid to meet or exceed the specifications set forth in this RFQu. Further, it is Huron Valley Schools intent that this RFQu permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment, or products requested in this RFQu are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQu and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Huron Valley Schools in writing if any specifications or suggested comparable equivalent products/brands require clarification by Huron Valley Schools prior to the due date for bids.

Please confirm your understanding by checking Yes or No.

Yes       No

## 1.4 Service Specifications

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



Please confirm your understanding by checking Yes or No.

Yes       No

#### 1.4.1 Contractor Code of Conduct

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

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

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

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

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

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

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

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

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

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco, or establishments that serve or promote the use of these substances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please confirm your understanding by checking Yes or No.

Yes                       No

## 1.5 Service Capabilities

### 1.5.1 Communication Plan/Contract Management

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

#### *Proposer Response:*

To alleviate any possible miscommunication we have one central contact for all mulch orders and dispatch. All Mulch orders, changes, and scheduling calls are handled by one individual in our company. They will be your point of contact for this contract.

### 1.5.2 Primary Account Representative

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

#### *Proposer Response:*

Ed Johnson, Mulch Sales/Dispatch 225 N Lake George Rd Attica 48412 810-724-6651,  
[ejohnson@owentree.com](mailto:ejohnson@owentree.com)

### 1.6 Customer Service

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

#### *Proposer Response:*

Main Number-810-724-6651 Normal Hours M-F 8am-5pm 24 Hour answering service for emergencies

### 1.7 Purchase Orders

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

Please confirm your understanding by checking Yes or No.

Yes                       No

### 1.8 Delivery & Acceptance

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

- Time frames for delivery of products;
- Please give a description and the costs associated with products and the service model you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

#### *Proposer Response:*

The time frames for deliveries are five day lead time. Engineered playground mulch delivered to location requested. The purchasing contact for the schools would contact our office a minimum of five business days ahead of delivery, provide a purchase order number, or reference order number for the order specific location of school and delivery location onsite, a onsite contact for the delivery, and delivery times for the location. When receiving delivery of product, we require an representative to be onsite to receive the delivery and sign our shipper as proof of receipt of delivery.

### 1.8.1 Delivery Time Frames

If there are supplies, services, or regions of the state that might require a longer delivery timeframe, please denote in your response.

Please confirm your understanding by checking Yes or No.

Yes                       No

### 1.8.2 Reporting Capabilities

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

Please confirm your understanding by checking Yes or No.

Yes                       No

### 1.8.3 Shipping Errors

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

Please confirm your understanding by checking Yes or No.

Yes                       No

*If "NO" was answered on any items in Section 1.3.1, 1.3.2, 1.4, 1.4.1, 1.7, 1.8.1, 1.8.2, and 1.8.3, please explain:*

## 1.9 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Please describe your company's background check process for delivery and maintenance personnel, if delivery is by a company other than UPS and Federal Express.

### 1.9 Proposer Response:

There are five total delivery drivers that are able to service this contract. To alleviate any possible miscommunication we have one central contact for all mulch orders and dispatch. All Mulch orders, changes, and scheduling calls are handled by one individual in our company. They will be your point of contact for this contract. Delivery process begins with Ed contacting the school/receiving personnel with date and time of day for delivery. The day of delivery, delivery driver will contact site contact at delivery location after loaded with estimated eta. Delivery driver will contact site contact when arrive onsite for them to meet and receive the order and sign the shipper. All Delivery drivers have proper CDL licenses as required by D.O.T

### 1.10 Orders/Delivery Reporting/Customer Service

#### 1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency within the timeframe specified by the participating agency.

#### 2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal

controls to ensure that authorized individuals place orders.

#### **1.10 Proposer Response:**

1. Purchasing agent for the schools would contact mulch sales rep Ed directly with their needs.
2. The ordering process is we can take orders by phone, by mail, and by Eds email directly. We have a toll free number 800-724-6680

### 1.11 Pricing Schedule

#### 1. Price Guarantee

##### Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

##### Promotional Pricing

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

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

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation



charges prepaid on all orders of one (1) or more.

**2. Bid Pricing**

Bid pricing must reflect Net 30 payment terms.

**3. Quantity Term**

Vendor agrees to supply the complete quantity and products that each customer requires.

**4. Rebates and Special Promotional Capabilities**

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

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

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

**5. Tax Excluded from Price**

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

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

***Proposer Response:***

The pricing for this project will remain firm for the first year, We don't anticipate using promotional pricing for this contract but if we did the information would come directly from Ed, your contract contact. Prices are F.O.B. This contract will be Net 30 for payment terms. We do agree to supply the complete supply/quantity for each customer order. We don't anticipate offering any kind of rebate or special promotion if we did they would come directly from your contract contact from our office. Pricing does not include sales tax.

**1.12 Price Assurance**

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or



publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

## **SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE**

1. The undersigned declares that the bid documents, including, without limitation, any RFQu Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFP # HV-988-052024 Engineered Mulch for Playgrounds, Parks, and Other Recreational Areas.
3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
  - Assurance Regarding Access to Records and Financial Statements
  - Iran Economic Sanctions Act
  - Price Assurance Certification
  - Familial Relationship Disclosure
  - Non-Collusion Affidavit
6. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret

process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.
10. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.
11. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify, the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
12. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.
13. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
14. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.
15. Addenda will not be issued later than three (3) days, (72 hrs.) prior to the date of receipt of bids (excluding weekends and holidays), except an addendum withdrawing the request for bids or postponing the bid date.
16. Submit requests for clarification or interpretation of the Bidding Documents in writing on bidder's letterhead stationery, pdf format. The cut-off date for submission of clarifications, interpretations, ambiguities, inconsistencies, and or errors discovered is June 10, 2024.
17. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.
18. Failure to comply with instructions stated in this section may result in rejection of bid.



19. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.
20. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check.

#### ORDER DELETIONS

1. Owner reserves the right to add or deduct item quantities from the original specification, up to 10% of the original quantities without any effect on the unit prices submitted.

#### Huron Valley Pricing

Respondents should indicate any discounts or promotional pricing available. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Huron Valley requests equal or better than pricing to be submitted.

Solicitation Terms and Conditions – HVS/MAC Master Agreement Template: [Business Office | \(hvs.org\)](https://www.hvs.org)

2.1 Company Profile

Official Name of Bidder: Owen Tree Service Inc.		Type of Entity/Organization (check one):  <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address: 225 N Lake George Rd		
City: Attica		
State: MI	Zip Code: 48412	
Website: www.owentree.com		
Primary Contact Name: Randy Owen		
Primary Contact Phone Number 810-724-6651		
Primary Contact Email Address: rowen@owentree.com		
Dunn & Bradstreet (D&B) Number (if applicable): 609000765		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: Incorporated in 1991		
Signature: 		
Name and Title of Signer: Randy J Owen, President		
Date: 7-2-2024		

Please include a current copy of a W-9 with your proposal.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Owen Tree Service, Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**225 N Lake George Rd**

6 City, state, and ZIP code  
**Attica, MI 48412**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

3	8	-	3	0	2	1	8	4	6
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ **Pamela S Shaver**    Digitally signed by Pamela S Shaver    Date: 2024.01.09 14:03:51 -05'00'    Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## 2.2 References

Provide a minimum of three (3) customer references for providing engineered mulch for playgrounds, parks, and other recreational areas of similar scope dating within the past 5 years.

Entity Name: Berkley Schools	
Contact Name: Jack Johansson	Title: Facilities Coordinator
City: Berkley	State: MI
Phone Number: 248-302-5707	Years Serviced: 2016-Present
Description of Services: Deliver Mulch to School for Playground	
Annual Volume: 100-690 Cubic Yards	

Entity Name: Lapeer Schools	
Contact Name: Joe Wood	Title: Operations Administrator
City: Lapeer	State: MI
Phone Number: 248-808-0260	Years Serviced: 5 years+
Description of Services: Deliver & Install Mulch on playground	
Annual Volume: 100-300 Cubic Yards	

Entity Name: Marlette Schools	
Contact Name: Mike Nickens	Title: Director of buildings & grounds
City: Marlette	State: MI
Phone Number: 989-550-7651	Years Serviced: 2023
Description of Services: Deliver Playground Mulch	
Annual Volume: 190 Yards	



### 2.3 Assurances and Certifications

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

#### Certification Regarding Nondiscrimination Under Federally and State Assisted Programs


The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

#### Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

#### Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	7-2-2024

Notary	
State of	<u>Michigan</u>
County of	<u>Lapeer</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>2nd</u> day of <u>July</u> , 20 <u>24</u> .	
Notary Public	<u>Cassandra Hill</u>
My commission expires: 07/18/2030	




MAC

### Price Assurance Certification

The awarded vendor agrees to provide pricing to Huron Valley Schools and HVS/MAC cooperative participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

Vendor
Firm Name: Owen Tree Service Inc.
Authorized Representative Signature: 
Authorized Representative Name (printed): Randy J Owen
Date: 7-2-2024



**BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP**

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 the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. **Bids without this disclosure statement will not be accepted.**

The members of the Huron Valley Schools Board of Education are listed on the following website:  
<https://www.hvs.org/page/board-of-education>.

The Huron Valley Schools Superintendent is Dr. Paul Salah.

The Following are the familial relationships:

---

---

---

There are none.

Vendor Signature:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20_____.
Notary Public _____
My commission expires:



MAC

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN )  
 )  
[NAME OF COUNTY] )

ss:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, gift, fee, commission, or thing of value on account of such sale.

Owen Tree Service Inc  
Bidder (Firm)  
[Signature]  
Signature of Bidder or Agent

Subscribed and sworn to before me this 2nd day of July, 2024.

My commission expires: 07/18/2030

County of residence: Lapeer

Cassandra Th Ziel  
Notary Public Signature

Seal

(Return this completed form with bid package)

### SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

TIMETABLE	
Release of RFQu:	June 10, 2024
Due Date for Receipt of Questions:	June 17, 2024
Questions and Answers Posted:	June 24, 2024
Proposals Due by (10:00 AM/ EST) *:	July 8, 2024
Notice to Award:	August 2024
Master Agreement Award Date:	August 2024

\*Responses received later than the specified deadline will be disqualified.

#### 3.1 Huron Valley Schools Responsibility

Huron Valley Schools is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

#### 3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Huron Valley Schools Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

#### 3.3 Proposers Questions

**Proposers may submit written questions regarding this RFQu by e-mail to the address identified below. All questions must be received by 10:00 am EST (Eastern Standard Time) no later than Monday, June 17, 2024.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

When submitting questions please specify the RFQu section, paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQu. Huron Valley Schools reserves the right to group similar questions when providing answers. Questions should be addressed to:

**Email address: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)**

Huron Valley Schools may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQu. The proposal must remain valid for at least 120 days from the due date for responses to this RFQu.

The Proposer will be responsible for completing and submitting the following sections of this RFQu:

**Section 1.0 – Bid Responses to Scope of Work and Pricing** - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for these responses.

**Section 2.0 – Bidder Information and Acceptance** – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

**Attachment A – Pricing Schedule** – The Proposer will be required to complete the excel spreadsheet that makes up the pricing schedule.

### 3.5 Bid Submission Deadline

**The Deadline for receipt of Bids is: Monday, July 8, 2024, 10:00 AM EST (the "Due Date"). Any bids received after this time will not be opened. Submit your bid response as follows:**

- A complete proposal submitted electronically to [Bids@hvs.org](mailto:Bids@hvs.org). Hard copy submissions will not be accepted.
- Include the following in the Subject line of the email: Engineered Mulch for Playgrounds, Parks, and Other Recreational Areas RFP HV-988-052024.
- Include company name, phone number, and address in the body of the email.

The Bid Opening will be virtual. If you are interested in attending, please email Cheryl Schubel [schubel@macservcorp.com](mailto:schubel@macservcorp.com) for Zoom Information.

### 3.6 Adherence to Mandatory Requirements (Pass/Fail)

Huron Valley Schools Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQu.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### **3.7 Evaluation Process**

All bids will be reviewed for compliance with the mandatory requirements stated within this RFQu. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Huron Valley Schools may contact the proposer for clarification of the proposer's bid.
- B. Huron Valley Schools may use other sources of information to perform the evaluation.
- C. Huron Valley Schools may require the proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQu. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Huron Valley Schools and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Huron Valley Schools may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

A solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is in the best interest of Huron Valley Schools in accordance with regulations.

### **3.8 Evaluation Criteria**

1. Evaluation Factors for Statement of Work (Section 1) – 30 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.11 and Attachment A) – 40 points

### **3.9 Optional Tools to Enhance Evaluation Process**

Huron Valley Schools during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Huron Valley Schools:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

### **3.10 Huron Valley Schools Option to Reject Proposals**



Huron Valley Schools may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFQu. Huron Valley Schools shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. Huron Valley Schools reserves the right to waive inconsequential disparities in a submitted proposal.

### **3.11 Freedom of Information Act**

This contract and all information submitted to Huron Valley Schools by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Huron Valley Schools shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Huron Valley Schools for any liability arising from or in connection with Huron Valley Schools failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFQu which have been marked "Trade Secret," "Confidential," or "Proprietary."

### **3.12 Contacts with Huron Valley Schools Personnel**

All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be e-mailed as follows:

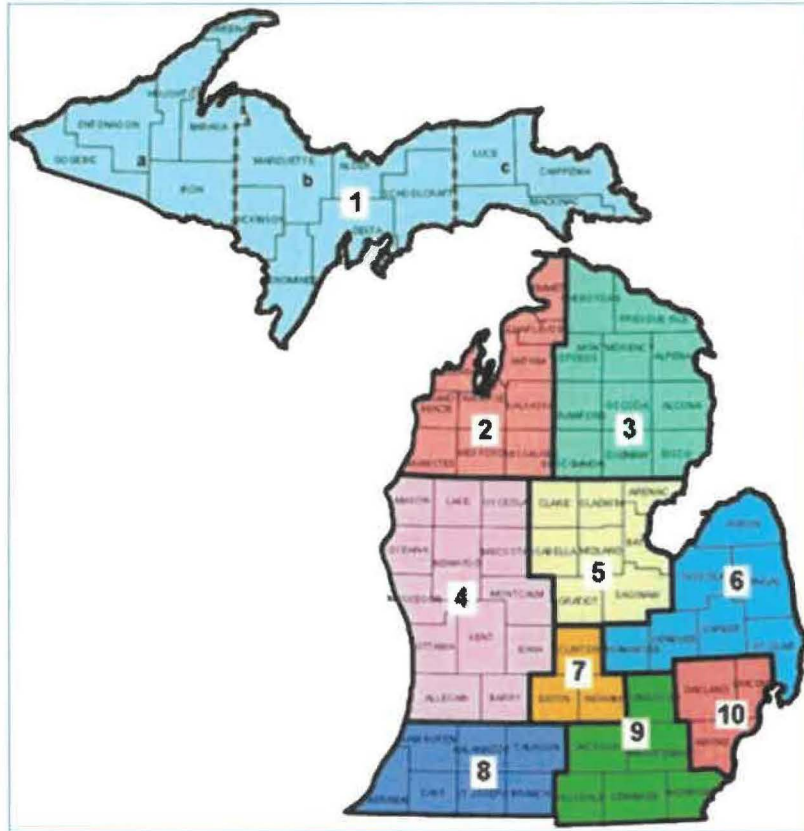
**Email address:** [schubel@macservcorp.com](mailto:schubel@macservcorp.com)

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Huron Valley Schools personnel other than the Procurement Contact, Huron Valley Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Huron Valley Schools in writing will be binding with respect to this RFQu.

### **3.13 Final Agreement Award Determination**

Huron Valley Schools reserves the right to make one total award, one award for each category/section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Huron Valley Schools.

### APPENDIX A –Regional Delivery Map



- 1. Upper Peninsula
- 2. Northwest
- 3. Northeast
- 4. West
- 5. East Central
- 6. East
- 7. South Central
- 8. Southwest
- 9. Southeast
- 10. Detroit Metro

REPORT NUMBER 72198252-5



America

**PREPARED FOR**  
OWEN TREE SERVICE, INC.  
225 NORTH LAKE RD.  
ATTICA, MI 48412  
810.343.1197

**ATTENTION**  
RANDY OWEN

**PO#**  
N/A

**REPORT DATE**  
4/25/2024

**TÜV SÜD America, Inc.**  
1866 New Energy Way  
Auburn Hills, MI 48326  
Phone: 616.546.4600  
[www.tuvsud.com](http://www.tuvsud.com)

TÜV SÜD America, Inc. letters, reports and data are for the exclusive use of our customers to whom they are addressed and shall not be reproduced, except in full, without the written approval of the Laboratory. Our letters and reports apply only to those samples tested, and are not necessarily indicative of the qualities of apparent identical or similar products. Samples not destroyed in testing are retained for a maximum of thirty (30) days. The use of the name TÜV SÜD America, Inc. or its Seal or Insignia, are not permitted to be used by the customer on their communications, brochures, advertising, reports or other forms of media, without prior written approval. Reported test parameters are generally specified as set points of testing equipment. All documentation and data utilized in the generation of this report are available upon request.



---

**REPORTED / APPROVED BY:**

**TÜV SÜD America, Inc.**

A handwritten signature in black ink, appearing to read 'Ray Majszak', written in a cursive style.

Reported by: Ray Majszak, Project Coordinator  
CERTIFICATION TEST PROGRAMS

A handwritten signature in black ink, appearing to read 'David Splane', written in a cursive style.

Approved by: David Splane, Regional Manager  
CERTIFICATION TEST PROGRAMS



TÜV SÜD America, Inc., Product Safety Services

1866 New Energy Way, Auburn Hills, MI 48326

Phone: (616) 546-4600

**Tramp Metals Test Results**

**ASTM F2075**

**Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.6 and Section 9**

Customer/Participant: Owen Tree Service, Inc.

Report Date: 4/17/2024

Main Office Address: 225 North Lake George Rd., Attica, MI 48412

Test Date: 4/16/2024

All testing performed at location ID: Attica, MI

Project No.: 72198252-1

Commercial Name of Product: Playground Mulch

Follow-up:  Ref. Job: \_\_\_\_\_

**4.6.1 Per 9.4 Tramp Metals**

Level – 0in. – 15in.

<u>Quadrant 1</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 2</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 3</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 4</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Level – 15in. – 30in.

<u>Quadrant 1</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 2</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 3</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 4</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Level – 30in. – 45in.

<u>Quadrant 1</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 2</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 3</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 4</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Level – 45in. – 60in.

<u>Quadrant 1</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 2</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 3</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Quadrant 4</u>	
<u>Pass</u>	<u>Fail</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Pass  Fail

Comments:

The results reported herein reflect the performance of the above described samples at the time of testing. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. This data sheet provides an accurate representation of the test results.

Performed By: Timothy Fouchia

Reviewed By: [Signature]

Title: Project Engineering Technician

Title: Regional Manager

Date: 4/17/2024

Date: 4/29/2024



**Sieve Analysis Data Collection Form  
ASTM F2075-20 per Section 4.4 and Section 7**

TÜV SÜD America, Inc.  
1866 New Energy Way  
Auburn Hills, MI 48326  
Ph: (616) 546-4600

Customer/Participant: Owen Tree Service, Inc.

Test Date: 5/7/2024

Main Office Address: 225 North Lake George Rd.

Project No.: 72198252-7

City, State, Zip: Attica, MI 48412

Ambient Air Temp.: 21.3°C

Location ID: Attica, MI

Relative Humidity: 33%

Commercial Name of Product: Playground Mulch

Follow-up:  Ref. Job: 72198252-5

Test Equipment Used

<u>TUV Asset No.:</u>	<u>Equipment Type</u>	<u>Manufacturer</u>	<u>Model</u>	
PLYP00100	Environmental Chamber	Russells	RB-8-1-1, (QE496)	
PLYP00163	Data Logger	Omega	OM-CP-RHTEMP101A	
PLYP00216	Hygro-thermometer	Extech Instruments	445703	<input checked="" type="checkbox"/>
PLYP00211	Hygro-thermometer	Extech Instruments	445702	<input type="checkbox"/>
PLYP00055	Test Sieve	W.S. Tyler	No. 16 (1.19 mm)	
PLYP00056	Test Sieve	W.S. Tyler	3/8" (9.53 mm)	
PLYP00057	Test Sieve	W.S. Tyler	3/4" (19.05 mm)	
PLYP00059	Sieve Shaker	W.S. Tyler	RX 812	
PLYP00083	Balance	Denver Instruments	18453642	

Data

Initial Sample and Container Weight	<u>627.4</u>
Tare weight of Container	<u>160.2</u>
Initial Sample Dry Weight (g)	<u>467.2</u>
Sample and Container Weight for 3/4in. Sieve	<u>177.0</u>
Tare weight of Container	<u>177.0</u>
Sample Remaining on 3/4in. Sieve (g)	<u>0.0</u>
Sample and Container Weight for 3/8in. Sieve	<u>232.3</u>
Tare weight of Container	<u>178.6</u>
Sample Remaining on 3/8in. Sieve (g)	<u>53.7</u>
Sample and Container Weight for #16 Sieve	<u>577.5</u>
Tare weight of Container	<u>178.0</u>
Material Remaining on #16 Sieve (g)	<u>399.5</u>

<u>Sieve Size</u>	<u>Min / Max Requirements</u>	<u>% Passing</u>
3/4" (19.05 mm)	99 - 100%	100.0
3/8" (9.53 mm)	78 - 100%	88.5
No. 16 (0.0469 in.)	0 -15%	3.0

Sample in compliance with ASTM F2075-20 for Sieve Analysis Section 4.4 per 7.4:

Yes

No

Tare weights of containers verified prior to testing.

Note: Testing performed at TÜV SÜD America in Auburn Hills, MI.

Comments:

Performed By: 

Title: Project Engineering Technician

Date: 5/7/2024

Reviewed By: 

Title: Regional Manager

Date: 5/7/2024

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.



**TÜV SÜD America Inc.**  
**Product Safety Services**  
 1866 New Energy Way  
 Auburn Hills, MI 48326  
 Phone: (616) 546-4600

**SURFACING MATERIAL REPORT – ASTM F 1292-22**

Client: **Owen Tree Service, Inc.**  
 Manufacturer: **Owen Tree Service, Inc.**  
 Manufacturing Location: **225 North Lake Rd.**  
**Attica, MI 48412**  
 Phone: **810.343.1197**  
 Commercial Name of product: **Playground Mulch**  
 Date of Manufacture: **Unknown**  
 No. of samples submitted: **Approximately 12 cubic feet**

Project No.: **72198252-3**  
 Report Date: **4/25/2024**  
 Test Date: **4/23/2024 & 4/24/2024**  
 Initial Test:   
 Follow up Test:  **Ref Job:**  
 Sample Receipt Date: **4/2/2024**  
 Ambient Air Temperature: **20.8°C**  
 Humidity: **20.0%**

**Test Equipment:**

Alpha Automation, Triax, TUV System 5:	<input checked="" type="checkbox"/>	Environmental Chamber ID:	<b>PLYP00069</b>
Alpha Automation, Triax, TUV System 7:	<input type="checkbox"/>	Calibration Due Date:	<b>8/18/2024</b>
Accelerometer ID:	<b>PLYP00193</b>	Environmental Chamber ID:	<b>AE-029</b>
Accelerometer Calibration Date:	<b>1/10/2024</b>	Calibration Due Date:	<b>8/18/2024</b>

**Loose Fill Material Sample Description:**

Engineered Wood Fiber:	<input checked="" type="checkbox"/>	Un-compacted Depth:	<b>16</b> Inches
Loose Fill Wood:	<input type="checkbox"/>		
Rubber:	<input type="checkbox"/>		
Sand:	<input type="checkbox"/>	Compacted Depth:	<b>12</b> Inches
Gravel:	<input type="checkbox"/>		
Other:	<input type="checkbox"/>		

**Unitary Sample Description:**

Tiles	<input type="checkbox"/>	<b>Total Thickness:</b>	_____
Poured in Place	<input type="checkbox"/>	Top Layer:	_____
Other	<input type="checkbox"/>	Base Layer:	_____

**Comments:**

**The maximum critical fall height of the above described 18 Ft. sample was determined to be:**

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results. Compliance with this Standard does not constitute product certification.

Sample in compliance with ASTM F1292-22 at the temperature and rating specified?    Yes        No   

Signature:     Title: Project Engineering Technician    Date: 4/25/2024

Reviewed by:     Title: Regional Manager    Date: 5/6/2024

Client: **Owen Tree Service, Inc.**

Project No.: **72198252-3**

Manufacturer: **Owen Tree Service, Inc.**

Test Date: **4/23/2024 & 4/24/2024**

Drop	Critical Fall Height (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	18	89	474	34.1	18.077	74	429	34.1	18.077	78	423	34.2	18.183
2	18	122	844	34.3	18.289	108	740	34.3	18.289	115	776	34.3	18.289
3	18	141	1087	34.3	18.289	134	1008	34.4	18.396	142	1095	34.4	18.396
Average		131.5	965.5			121	874			128.5	935.5		
Measured Surface Temperature		-4°C	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		Frozen				Wet				Dry			

Drop	One foot over (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	19	90	510	35.1	19.153	81	434	35.0	19.044	87	509	35.1	19.153
2	19	131	991	35.2	19.262	120	839	35.2	19.262	126	930	35.2	19.262
3	19	158	1342	35.3	19.371	151	1225	35.3	19.371	155	1290	35.4	19.481
Average		144.5	1166.5			135.5	1032			140.5	1110		
Measured Surface Temperature		-4°C	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		Frozen				Wet				Dry			

Drop	One foot under (Ft.)	Reference Temperature -4°C, (25°F)				Reference Temperature 23°C, (73°F)				Reference Temperature 49°C, (120°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	17	74	419	33.2	17.135	70	461	33.1	17.032	68	343	33.2	17.135
2	17	98	667	33.3	17.239	95	615	33.2	17.135	110	696	33.4	17.342
3	17	228	965	33.4	17.342	119	810	33.3	17.239	135	980	33.5	17.446
Average		163	816			107	712.5			122.5	838		
Measured Surface Temperature		-4°C	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		Frozen				Wet				Dry			



America





## Hazardous Metals Test ASTM F2075, Section 4.5.2 per 8.0

Manufacturer: Owen Tree Service, Inc.

Main Office Address: 225 North Lake George Rd., Attica, MI 48412

Manufacturing Location ID: Attica, MI

Commercial Name of Product: Playground Mulch

PURCHASE ORDER: # 2000058197

PROJECT NO.: 72198252-4

The following ISO 17025-accredited Laboratory performed testing:

Enviro Lab Services, Inc.

4150 Arrow St.

Oscoda, MI 48750

**Enviro Lab Services, Inc., report attached (1 page).**

Test Result:

Pass

Fail

Prepared By:

*Timothy Fouchia*

4/29/2024

Date

Project Engineering Technician

Title

Reviewed and Approved By:

4/29/2024

Date

Regional Manager

Title

The results reported herein reflect the performance of the above described samples at the time of testing. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. This data sheet provides an accurate representation of the test results.



USEPA Lab ID: MI9885

Michigan EGLE Lab ID: 9115

Report Date: 4/24/2024

Laboratory Report

<b>Order ID:</b>	<b>24041101</b>	<b>Client:</b>	<b>TUV SUD</b>
<b>Sample ID:</b>	<b>24041101-3</b>	<b>Client PO#:</b>	2000058197
<b>Sample Matrix:</b>	Engineered Wood Fiber	<b>Project Name:</b>	Soluble Heavy Metals Analysis by ASTM F2075
<b>Customer Sample ID:</b>	72198252-4	<b>Contact:</b>	David Splane
<b>Sample Date:</b>		<b>Reporting To:</b>	david.splane@tuvsud.com patrick.ashley@tuvsud.com tim.fouchia@tuvsud.com
<b>Sample Time:</b>		<b>Analyst:</b>	Travis Kirin
<b>Sample Collected By:</b>			
<b>Analysis Date:</b>	2/19/2024		

TEST: Hazardous Metals Analysis ASTM F2075

Analyte	CAS #	Method	Result	Units	Reporting Limit (ppm)
Soluble Antimony	7440-36-0	ASTM F-2075	<5	ppm	5
Soluble Arsenic	7440-38-2	ASTM F-2075	<5	ppm	5
Soluble Barium	7440-39-3	ASTM F-2075	<5	ppm	5
Soluble Cadmium	7440-43-9	ASTM F-2075	<5	ppm	5
Soluble Chromium	7440-47-3	ASTM F-2075	<5	ppm	5
Soluble Lead	7439-92-1	ASTM F-2075	<5	ppm	5
Soluble Mercury	7439-97-6	ASTM F-2075	<5	ppm	5
Soluble Selenium	7782-49-2	ASTM F-2075	<5	ppm	5

The soluble heavy metal content of the tested product is in compliance with the requirements of ASTM F2075.

FINAL APPROVAL

APPROVED BY:	<i>Travis Kirin</i>	Lab Manager
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The results herein relate only to the items/batch tested, calibrated, or sampled in this report. "ND" indicates that the analyte was not detected nor present in the sample tested at levels at or below the limit of quantitation. Results only pertain to sample as received or those sampled by Enviro Lab Services Inc.

This document is intended only for the use of the party to whom it is addressed and may contain information that is privileged, confidential or protected from disclosure. Under applicable law. If you have received this document in error, please immediately notify us and return it to the address listed below.

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Enviro Lab Services, Inc. - ISO 17025 ACCREDITED LABORATORY

Accreditation Number 108439  
Certificate Number: L23-315



Enviro Lab Services, Inc.  
4150 Arrow Street, Oscoda, MI 48750  
Phone: (248)882-1245  
[www.envirolabusa.com](http://www.envirolabusa.com)

**ATTACHMENT A: RFP-HV-988-052024 - ENGINEERED MULCH FOR PLAYGROUNDS, PARKS, AND OTHER RECREATIONAL AREAS - PRICING SHEET**

**NOTES TO POTENTIAL PROPOSERS: COMPLETE AND SUBMIT THIS FINAL PRICE SHEET**

1. Prices are inclusive including delivery FOB Destination (unless EXCEPTIONS are stated in ATTACHMENT A).
2. Provide product brochures or catalogs, manufacturer specification sheets (electronic) in PDF format.
3. Provide Manufacturer Warranty Information AND any Additional Vendor "Value-Added" Warranty for each item with your proposal.
4. ADD Rows (not Columns) to list multiple product line items.
5. Indicate instruction in non percentage or cost cells to "See Additional Information" if space provided does not include enough space to describe proposed offering

<b>NAME</b>	Owen Tree Service Inc
<b>Service Area</b>	Areas 1-10,
<b>Describe Any Minimum Order Quantities or Delivery Fees</b>	5 day lead time for orders. Minimum order is 100 Yards. For locations 60 miles and farther from our office in Attica Mileage charge of \$2.25 each way for delivery

Line Item	Product Category Description	Cost Per Bag	Cost Per Cubic Yard	Cost for Pickup		Cost for Delivery		Cost for Delivery and Installation		Labor Cost Included in Installation Cost Yes or No	Labor Cost Per Hour	Colors Available	Huron Valley Schools/MAC Cooperative Percentage Discount	High Volume Pricing Options / Levels Offered (Yes or No)	Additional Information
				Bag	Cubic Yard	Bag	Cubic Yard	Bag	Cubic Yard						
<b>A</b>	<b>Types of Mulch</b>														
1	Engineered Wood Fiber	N/A	18.28	N/A	Delivery Only	N/A	N/A	N/A	\$36.05	Yes	\$78.28	Natural	N/A	Yes	3,000 yards ordered 60 miles or less from our office of our price reduction of \$0.10 per yard. For every 1,000 yard increment over 3,000 yards a price reduction of \$0.10 per yard.
2	Rubber Mulch	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
3	Other: Describe	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
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