

Request for Quote
Playground Safety Surface
February 20, 2013
West Lafayette Parks and Recreation Department

This Request for Quote is the official notice of needed playground safety surfacing material and installation for the West Lafayette Board of Parks and Recreation.

The Board is requesting quotes for:

1. Playground Safety Surface Material
2. Installation of said material.

Quote Specification: Provide Playground Surface Material. Quote proposal shall include costs for materials as specified, all freight and delivery charges to the site. This project is exempt from Indiana sales tax. Successful bidder will receive tax-exempt certificate with order from owner.

Playground Safety Surface Material Specifications: Hardwood fiber resilient surfacing meeting ASTM 2223 Standards on Playground Surfacing, ASTM 1292 Impact Attenuation of Surfacing Materials and ASTM 1951 Specification for Determination of Accessibility of Surfacing. Provide Engineered Wood Fiber, "Woodcarpet", "Tender Turf" or approved equal. Recycled materials not accepted.

- 1) Provide 700 cubic yards playground surfacing material.
- 2) Following is an approximate amount required for each playground at the following parks: Happy Hollow Park 203 cubic yards; University Farm Park 56 cubic yards; Tapawingo Park 15 cubic yards; Morton Center 5 cubic yards; Paula R. Woods Park 6 cubic yards; Lommel Park 200 cubic yards; Lincoln Park 39 cubic yards; Peck-Trachtman 118 cubic yards. Extra: 58 cubic yards for stock pile at Barn Location (not to be installed).

Surfacing material should allow for settling and to achieve a minimum of twelve (12") inch finished thickness and should be installed according to manufacturer specifications.

Special Requirements:

- 1) Bidder must certify that materials, as installed per manufacturer's recommendations, meets U.S. Consumer Product Safety Commission's Technical Guidelines for playground surfacing when tested in accordance with ASTM F2223, ASTM F1292 and ASTM F1951. Provide copies of testing procedures and results performed by an independent testing source which demonstrates compliance.
- 2) Provide a sample of the material with quote.

- 3) The Installer shall carry all necessary insurance coverage and provide a certificate of insurance to the West Lafayette Board of Parks & Recreation per City of West Lafayette insurance requirements. (see attachment)
- 4) Sign and include with quote the Non-Collusion Affirmation form. (see attachment)

Quote Submittal

Quotes should be submitted on the enclosed Quote Sheet to: Office of the Clerk-Treasurer, City Hall, 609 West Navajo Street, West Lafayette, IN 47906 by 8:30 a.m. on March 5, 2013 to be considered. Quotes should be submitted in a sealed envelope identified by "Playground Safety Surface" on the outside of the envelope. At 8:30 a.m. quotes will be taken to the Council Chambers in City Hall and opened at the Board of Works meeting.

The Park Board reserves the right to select the lowest responsible and responsive quote. Any combination of options may be selected.

Upon selection by the Board, successful quoter must provide insurance to meet attached Insurance Requirements, complete City of West Lafayette Provisions Required in all Contracts (sample attached) and complete Employment Eligibility Verification (form attached).

Delivery is to begin as soon as possible following notification of accepted quote and submission of all required City forms. All work is to be completed no later than May 10, 2013, unless a written extension is granted by the Board.

If you have questions contact Pennie Ainsworth at 765-775-5113, painsworth@wl.in.gov or Lee Booth 765-491-4500 lbooth@wl.in.gov

cc: Clerk-Treasurer

Attachments:

Insurance Requirements

City of West Lafayette Provisions Required in all Contracts,

Employment Eligibility Verification

Playground Safety Surfacing
West Lafayette Parks & Recreation Department
Due: March 5, 2013

Quote Sheet

Option 1:
Total sum for safety surfacing material, including delivery and fuel cost. \$ _____

Option 2:
Total sum for installation of safety surfacing. \$ _____

Option 3:
Total sum for safety surfacing material and installation. \$ _____

Sample of Material is included with quote. Yes ___ No ___

Copies of testing procedures and results are included with quote.
Yes ___ No ___

Certification that shows material meets CPSC Guidelines and ASTM Standards.
Yes ___ No ___

Non-Collusion Affirmation Included. Yes ___ No ___

Company Name: _____

Authorized Signature: _____ Date: _____

Printed Authorized Name: _____

Company Address: _____

Phone #: _____ Fax #: _____

Return to: Office of Clerk-Treasurer
City Hall, 609 West Navajo Street
West Lafayette, IN 47906

**CITY OF WEST LAFAYETTE
NON-COLLUSION AFFIRMATION**

STATE OF INDIANA

COUNTY OF: _____ } **SS:**

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared,
_____, who acknowledged the truth
of the statements in the foregoing affirmation on this ____ day of _____, 20 ____.

My Commission Expires:

(written)

Notary Public

(printed)

County of Residence: _____

Insurance Requirements

The following insurance requirements are provided by MBAH Insurance, on behalf of the West Lafayette Board of Parks and Recreation (the "Board") and the City of West Lafayette.

Commercial General Liability (Occurrence Form):

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000

- Name Board and the City of West Lafayette as an Additional Insured.
- Coverage shall be subject to a per project or vendor general aggregate provision naming all jobs performed by subcontractor if applicable.
- The insurance will be considered Primary and Noncontributory in relation to any other applicable coverage.
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Automobile Liability:

Combined Single Limit	\$1,000,000
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- Name Board and the City of West Lafayette as an Additional Insured.
- If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage.
- Include Hired and Non-Owned auto liability coverage
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Workers Compensation and Employer's Liability:

Workers Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Umbrella Liability:

Each Occurrence and Aggregate	\$1,000,000
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Professional Liability (Applicable for Professional Services rendered):

- All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (Errors and Omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

All coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Additional Insured must be listed using the following language:

_____, its subsidiaries, affiliates, directors, officers, and employees as Additional Insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of the agreement.

Questions about Insurance Requirements may be directed to MBAH, attention of John Willis at jwillis@mbah.com or 765-423-5421.

CITY OF WEST LAFAYETTE
EMPLOYMENT ELIGIBILITY VERIFICATION

STATE OF INDIANA)
) SS:
_____ COUNTY)

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

City of West Lafayette Provisions Required in all Contracts

1. Prevailing party – attorney fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

2. Engaging in activities w/Iran

By signing this Contract, [Vendor or Contractor] certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

3. E-Verify

[Vendor or Contractor] shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, [Vendor or Contractor] shall enroll in and verify the work eligibility status of all newly hired employees of [Vendor or Contractor] through the E-Verify Program (“Program”). [Vendor or Contractor] is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. [Vendor or Contractor] and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that [Vendor or Contractor] or its subcontractors subsequently learns is an unauthorized alien. If [Vendor or Contractor] violates this Section 7(b), the West Lafayette Board of Public Works and Safety shall require [Vendor or Contractor] to remedy the violation not later than thirty (30) days after the West Lafayette Board of Public Works and Safety notifies [Vendor or Contractor]. If [Vendor or Contractor] fails to remedy the violation within the thirty (30) day period, the West Lafayette Board of Public Works and Safety shall terminate the contract for breach of contract. If the West Lafayette Board of Public Works and Safety terminates the contract, [Vendor or Contractor] shall, in addition to any other contractual remedies, be liable to the West Lafayette Board of Public Works and Safety for actual damages. There is a rebuttable presumption that [Vendor or Contractor] did not knowingly employ an unauthorized alien if [Vendor or Contractor] verified the work eligibility status of the employee through the Program.

c. If [Vendor or Contractor] employs or contracts with an unauthorized alien but the West Lafayette Board of Public Works and Safety determines that terminating the contract would be detrimental to the public interest or public property, the West Lafayette Board of Public Works and Safety may allow the contract to remain in effect until the West Lafayette Board of Public Works and Safety procures a new contractor.

d. [Vendor or Contractor] shall, prior to performing any work, require each subcontractor to certify to [Vendor or Contractor] that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. [Vendor or Contractor] shall maintain on file a certification from each subcontractor throughout the duration of the Project. If [Vendor or Contractor] determines that a subcontractor is in violation of this Section 7(d), [Vendor or Contractor] may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by [Vendor or Contractor] or the subcontractor.

e. By its signature below, [Vendor or Contractor] swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the West Lafayette Board of Public Works and Safety that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. Non-Discrimination

[Vendor or Contractor] agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the West Lafayette Board of Public Works and Safety may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by West Lafayette Board of Public Works and Safety and all money due or to become due hereunder will be forfeited.