Lake County Parks and Trails Division is seeking bids from vendors to provide and install ADA playground mulch at various Lake County Parks. The work to be done under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

The delivered and installed ADA playground mulch shall be considered wheelchair accessible and compliant with the Americans with Disabilities Act (ADA), and shall meet American Society Testing and Materials (ASTM) standards. The height of applied mulch shall have fall protection as required by ASTM F 1292 and ASTM F 2223 standards. The ASTM standards generally require 8-12 inches of fall protection or as otherwise specified by a Parks and Trails representative.

Heavy Equipment shall not be permitted to directly access playgrounds. Vehicular (limited to golf-cart/ATV sized type vehicles) shall be allowed on County property and vehicular paths. Existing vehicular paths must be used with the exception of North Lake Community Park. NO other vehicle types shall be allowed on grass while installing mulch.

All vendors responding to this solicitation shall meet or exceed the following criteria and provide proof:

1. Vendor Representative shall either working towards certification or be currently certified by the National Playground Safety Institute (NPSI).
2. Have three (3) or more years of experience in installing engineered wood fiber mulch.

**Product Specification:**

Engineered Wood Fiber Playground Surfacing: Wood carpet

Wood Carpet Composition:
- Premium wood carpet contains 100% pre-consumer recovered wood.
- Recycled wood carpet may contain up to 100% post-consumer recovered wood.
- Dimensions: Randomly sized wood fibers, estimated to average 1” to 2” in length.
- Meets or exceeds all ADA requirements
- Meets ASTM F2075-04 Sieve Analysis criteria
- Meets ASTM F2075-04 Hazardous metal criteria
- Meets ASTM F2075-04 Tramp metal criteria
- Meets ASTM F1951-08 Accessibility criteria
- Meets ASTM F1292- Test methods for G-Max threshold & Head injury criteria (HIC) benchmark
- Resistant to flammability

**Installation procedure:**

1. Review project plans and verify that playground equipment uses zones, clearances, and reach ranges that will comply with ASTM 148,7 sections 8, 9 and 10, and with CAN/CSA-Z 614, sections 14 and 15, and with ASTM F2223 (ASTM Standards on Playground Surfacing).
2. The critical height of the applied mulch must equal or exceed the fall height of the playground equipment.

3. For immediate accessibility, install wood carpet in 6” inch maximum layers. Rake level, wet and mechanically compact each layer twice with a flat surface compactor. Change direction 90 degrees on second compaction.

**Product Warranty:**

1. Submit manufacturer’s product data, including warranty, maintenance and installation instructions, ASTM F1292, F1951 and F2075 test results, IPEMA certificates of compliance and samples.

2. Warranty shall cover engineered wood fiber playground surfacing for five (5) years.

3. Warranty shall cover playground surfacing wear mat for five (5) years.

**Recommended Manufacturers of ADA Mulch:**

Zeager Bros. Inc- 4000 East Harrisburg Pike Middletown, Pennsylvania 17057 or equivalent.
Toll Free (800) 346-8524

Zeager Hardwood Company, 340 Steele Road Franklin, KY 42134.
Toll Free (800) 296-9227

**Accident Prevention and Barricades**

Precautions shall always be exercised for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**Additional Facilities may be Added**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County’s discretion.

**Business Hours of Operations**

No work shall be done on Saturday, Sunday, or on any days between the hours of 4:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative.
Clean-Up
All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department’s project manager.

Deletion of Facilities
Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Delivery Shall be Fourteen (14) Days After Date of Order
The vendor shall make deliveries within fourteen (14) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

“Equal” Product can be Considered upon Receipt of Specified Data
The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- Product Information Sheets
- Product Samples Upon Specific Request
- Product labels
- Product Warranty
- Performance Test Results

If an “equal” product is to be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment
described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected. For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County’s Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

**Furnish and Installation Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

**Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.
EXHIBIT A – SCOPE OF WORK/SERVICES
19-0444, FURNISH AND INSTALLATION OF ADA PLAYGROUND MULCH

Protection of Property
All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor’s operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Risk of Loss
The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Shipping Terms
The F.O.B. point for product ordered as a result of this solicitation shall be F.O.B.: DESTINATION. The title will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item.

PRICE REDETERMINATIONS
The Contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.

C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.

D. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.

E. Materials Price Redetermination. At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “Lumber and wood products WPU081” for Region IV – Atlanta, as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).
EXHIBIT A – SCOPE OF WORK/SERVICES
19-0444, FURNISH AND INSTALLATION OF ADA PLAYGROUND MULCH

Current applicable PPI $200.50
Base index PPI - $179.20
PPI increase dollars $21.30
PPI increase percentage 11.9%
($21.30 ÷ $179.20 = .1189)
Unit cost of the service is: $100.00
30% of $100.00 is directly attributed to the redetermination category $30.00
$30.00 × 11.9% = $3.57
New unit price is $103.57
($100 + $3.57)

F. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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