



**Request for Quotation (RFQ)**

**RFQ No. 182-23  
Engineered Wood Fiber for Playground Safety**

**SCHEDULE OF EVENTS**

• RFQ Issued	03/06/23		
• Deadline to Submit Additional Questions	03/14/23	3:00 P.M.	Local Time
• Response to Written Questions	03/16/23	3:00 P.M.	
• RFQ Due Date	03/21/23	3:00 P.M.	Local Time

**General Information:**

The City of Thornton (Thornton) is requesting Quotations for Procurement of Engineered Wood Fiber Product for Playgrounds. The Engineered Wood Fiber for Playgrounds will be used as safety fall media at parks located throughout the city.

**Buyer Contact Information:**

The contact information from the City’s Purchasing Office for this solicitation is as follows:

**Buyer:** Jan Brandt, Purchasing Analyst II  
**Email:** [jan.brandt@ThorntonCO.gov](mailto:jan.brandt@ThorntonCO.gov)

Note: Communications with anyone other than the Purchasing Division during the course of the solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

**Minimum Specifications/Scope of Services:**

Quotations submitted must equal or exceed the specifications or Scope of Services contained herein. Any deviation from this specification MUST be noted in detail and submitted in writing with this Quotation.

1. Material shall be made specifically as fall material for playgrounds and outdoor gym areas similar to that manufactured by Fibar.
2. Material shall be made from virgin wood fiber.
3. Material shall meet all requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access.
4. The product shall be installed by Blower Truck to specified depth with compaction per IPEMA safety regulations.

5. After product blown into the playground area shall be leveled out.
6. Estimate shall include material, delivery, installation and clean up per cubic yard of material.
7. Thornton has a total of 76 playgrounds in various sizes. Thornton intends to have the material installed in approximately 38 playgrounds throughout the city each year on an alternating basis.

**Expected Quantities:**

The quantities listed within this RFQ are to the best of Thornton's knowledge, and do not obligate the Buyer to procure additional items.

**F.O.B. Point:**

All deliveries shall be made FOB destination, freight included.

Delivery location will be at the following address unless otherwise indicated:

City of Thornton  
Parks – Attention Rick Plautz  
Municipal Service Center  
8651 Colorado Boulevard  
Thornton, CO 80229

Other address of delivery will be given at the time the order is placed.

**Vendor Questions:**

Vendor Questions will be collected by the Buyer and answered via an addendum that shall be sent to all participating Vendors according to the Schedule of Events listed above.

**Proposal Submission:**

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted either via BidNet®, direct email to the Buyer, or through physical submission to the address listed above on the first page.

**Pricing and Instructions:**

All prices shall be firm and fixed until an award has been made by Thornton. If extended unit pricing does not match total bid price, then unit pricing shall govern final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contract and Purchasing Division.

**Basis of Award:**

Award shall be made to the responsive, responsible, Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following is a list of the criteria that may be used in determining the Award:

- A. Responsiveness to the terms and conditions of the RFQ;
- B. Responsibility of the Bidder;

- C. Adherence to specifications and/or Scope of Services;
- D. Delivery and/or completion time;
- E. Guarantees and warranties;
- F. Prices quoted;
- G. Local vendor consideration; and/or
- H. Overall cost effectiveness and greatest benefit as deemed in the best interest of Thornton.

Thornton-based businesses may be granted consideration in evaluation of price quotes if they meet the following criteria:

- A. The business maintains an office, manufacturing, training, retail, or repair facility within Thornton city limits;
- B. The business has a current Thornton business license;
- C. The business is current on all Thornton obligations; and
- D. The Bidder requests the consideration on the Bid Proposal Form and supplies the necessary documentation.

All nonmonetary bid criteria being equal, Thornton business' price quotes will be discounted for the purpose of evaluating the quotes when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the price quote or ten thousand dollars (\$10,000).

#### **TERM AND ANNUAL PRICE UPDATES:**

The goal of this procurement effort is to establish a multi-year purchasing avenue with the awarded Vendor that will last for five (5) years from the time of award through **12/31/2028**. The governing document shall be the terms and conditions of a Purchase Order (PO) All future renewal periods will be executed by a PO.

The awarded Vendor must hold the Bid prices quoted firm until December 31, 2023 after which time the Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties.

A link to index that is current at the time of this solicitation has been provided below:

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS48BSA0,CUUSS48BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0)

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**Quotation Form**

**(All Quotations must be submitted on this form)**

**Note to Vendors:** Unless listed as a separate line item, all pricing provided shall be considered as a delivered price. Both pricing and delivery time will be taken into consideration when evaluating this bid. The orders are placed on an “as needed basis” and does not obligate Thornton to order or accept more than Thornton’s actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>
1.	Cost per cubic yard of Fiber installed	Cubic Yard	\$ _____
		<b>TOTAL</b>	\$ _____
	<b>Specify brand name of the product you are quoting and provide product specifications and/or electronic brochures.</b>	_____	

\*Thornton reserves the right to increase or decrease the actual quantity at time of order.

\*\*FOB is destination. Unless listed as a separate line item, include freight and/or delivery costs in the prices quoted.

\_\_\_\_\_ Initial here if Bidder is claiming the Thornton-Based Business Local Vendor Consideration and submit a current copy of the Bidder’s Thornton Business License with the Bid Proposal.

**Prices firm until** \_\_\_\_\_ (date)

**Delivery time after receipt of order:** \_\_\_\_\_

**Shipment Method and Provider:** \_\_\_\_\_

**Local Distributor Name and Address, if different from submitting firm:**

**Name:** \_\_\_\_\_

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

**State, City, Zip:** \_\_\_\_\_

**Meets specifications as provided:** YES\_\_ NO\_\_\_. If no, provide clarification below.

**Comments/clarifications:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disclosure of familial relationships pursuant to Thornton City Charter Section 7.4:**

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending direct or indirect financial, pecuniary, or personal interest in the Bidder or this RFQ, except as follows (list, if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:**

The undersigned Bidder, having examined this RFQ, hereby proposes that they will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that they will furnish all required products and/or Services and pay all incidental costs in strict conformity with this document, for the stated prices as payment in full.

**(PLEASE PRINT OR TYPE LEGIBLY)**

Bidder's Name: \_\_\_\_\_

Bidder's Business Form: \_\_\_\_\_ Sole Proprietor or Individual; \_\_\_\_\_ Corporation;  
\_\_\_\_\_ LLC; \_\_\_\_\_ LLP; \_\_\_\_\_ Other (specify) \_\_\_\_\_

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

Bidder's E-mail Address: \_\_\_\_\_

Printed Name of Bidder's Contact Person: \_\_\_\_\_

Bidder's Authorized Signature: \_\_\_\_\_  
Signature Title Date

Attest (by an officer if Bidder is a Corporation): \_\_\_\_\_  
Signature Title Date

Submit your most recent copy of Certificate of Liability Insurance with your proposal along with all endorsements.

### ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM

Vendor indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Vendor attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Invitation for Bid, except as follows: (list, if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The undersigned Vendor, having examined the Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.

3. I acknowledge receipt of any and all published addenda: Yes  No

4. My firm is claiming the Thornton Based Business Local Vendor Consideration: Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Vendor Representative (Printed): \_\_\_\_\_

Vendor Representative (Signature): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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

**City of Thornton Purchase Order Terms and Conditions:****Agreement Acceptance**

Vendor's commencement of work on the goods or services subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary, in any degree, any of the terms of this Purchase Order is hereby rejected. Vendor shall notify Thornton in writing within ten (10) business days if Vendor is unable to comply with any of the Purchase Order terms and conditions.

**Termination for Convenience by Thornton**

Thornton reserves the right to terminate this Purchase Order, or any part hereof, for its convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of value earned prior to the notice of termination, plus actual direct costs resulting from the termination, if any. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or sub-contractors which Vendor could reasonably have avoided. Vendor shall not be entitled to profit or overhead on unperformed work.

**Termination for Cause**

Thornton may terminate this Purchase Order, or any part hereof, for cause in the event of a default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, or failure to provide Thornton, upon request, of reasonable assurances of future performance, shall all be causes allowing Thornton to terminate this Purchase Order for cause. In the event of termination for cause, Vendor shall be liable to Thornton for any and all damages sustained by reason of the default which gave rise to the termination.

**Setoff**

All claims for money due, or that become due, to Vendor from Thornton shall be subject to deduction or setoff by Thornton by reason of any claim arising out of this Purchase Order or any other transaction with Vendor.

**Proprietary Information Confidentiality- Advertising**

Vendor shall consider all information furnished by Thornton to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Vendor obtains written permission from Thornton to do so. This paragraph shall apply to all drawings, specifications, or other documents prepared by Vendor for Thornton in connection with this Purchase Order. Vendor shall not advertise or publish the fact that Thornton has contracted to purchase goods or services from Vendor, nor shall any information relating to this Purchase Order be disclosed without Thornton's written permission. Unless otherwise agreed in writing, no financial or technical information disclosed in any manner or at any time by Vendor to Thornton shall be deemed secret or confidential, and Vendor shall have no rights against Thornton with respect thereto, except such rights as may exist under patent laws.

**Warranty**

Vendor expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and applicable standards, will be of new manufacture unless otherwise specified, and will be free from defects in material and workmanship. Vendor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services; and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and will conform in all respects to samples. If Vendor knows or has reason to know the particular purpose for which Thornton intends to use the goods or services, Vendor warrants that such goods or services will be fit for such particular purpose. Inspections, tests, acceptance or use of the goods or services furnished hereunder shall not affect Vendor's obligation under this warranty, and such warranties shall survive any inspections, tests, acceptance, and use. Vendor's warranty shall run to Thornton, its successors, assigns, and customers, and users of products sold by Thornton. Vendor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing warranty without expense to Thornton when notified of such nonconformity by Thornton, provided Thornton elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to promptly correct defects in or to replace non-conforming goods or services, Thornton, after reasonable

notice to Vendor, may make such corrections or replace such goods and services and charge Vendor for the cost incurred by Thornton in doing so.

**Price Warranty**

Vendor warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price to other customers during the term of this Purchase Order, Vendor agrees to reduce the prices hereof correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Vendor's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

**Force Majeure**

Thornton may delay delivery or acceptance of goods or services occasioned by causes beyond its control. Vendor shall hold such goods or withhold such services at the direction of Thornton and shall deliver them when the cause affecting the delay has been removed. Thornton shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of the services at Thornton's request. Causes beyond Thornton's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, acts of war, or terrorism.

**Patents**

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Thornton or its officers, employees, agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished under this Purchase Order; and Vendor further agrees to indemnify Thornton, its officers, employees, agents, and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such suit or proceeding, including any settlement. Thornton may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

**Independent Contractor**

In the event that Vendor's obligations under this Purchase Order require or contemplate performance of services by Vendor's employees, or persons under contract to Vendor, to be done on Thornton's property, or property of Thornton's customers, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Thornton.

**Insurance**

Vendor shall maintain all necessary insurance coverages, including liability and workers' compensation insurance.

**Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless Thornton, its officers, agents, and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the work or services to be performed under this Purchase Order, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Vendor, any subcontractor of Vendor, or any officer, employee or agent of Vendor, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

**Changes**

Thornton shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or time required for the performance of the work or services under this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly.

**Inspection/Testing/Review**

Payment for goods or services delivered under this Purchase Order shall not constitute acceptance thereof. Thornton shall have the right to inspect such goods or review such services or work product and to reject any or all of such goods or services which are, in Thornton's judgment,

defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Vendor at Vendor's expense, and in addition to Thornton's other rights, Thornton may charge Vendor all expenses of unpacking, examining, re-packing and re-shipping such goods. In the event Thornton receives defective or nonconforming goods where it is not apparent on examination that they are defective or nonconforming, Thornton reserves the right to require replacement, as well as payment of damages.

Thornton shall have the right to require revisions or re-performance of services which are, in Thornton's judgment, incomplete, incorrect, or non-conforming.

Nothing contained in this Purchase Order shall relieve, in any way, Vendor from the obligation of testing, inspection, and quality control.

**Entire Agreement**

This Purchase Order and any and all solicitation documents referred to on the face hereof, unless noted otherwise, constitute the entire agreement between the parties.

**Assignments and Subcontracting**

No part of this Purchase Order may be assigned or sub-contracted without the prior written approval of Thornton.

**Shipment**

If in order to comply with Thornton's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Vendor without reimbursement by Thornton, unless the necessity for such expedited shipping has been caused by Thornton.

**Waiver**

Thornton's failure to insist on performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege, or Thornton's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

**Time is of the Essence**

Time is of the essence and if delivery of items or rendering of services required by this Purchase Order is not completed by the time promised, Thornton reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped, or services not yet rendered, and to purchase substitute items or services elsewhere and charge Vendor for any loss incurred.

**Limitation on Thornton's Liability**

In no event shall Thornton be liable for anticipated profits or for incidental or consequential damages. Thornton's liability on any claim of any kind for any loss or damage arising out of or in connection with, or resulting from this Purchase Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Thornton shall not be liable for penalties of any description.

**Non-Appropriation of Funds**

In the event that Thornton's legislative body fails to appropriate funds for the continuation of a multi-term agreement for any fiscal year past the first fiscal year, Thornton may, at the beginning of the fiscal year for which its legislative body does not appropriate funds and upon thirty (30) Calendar days prior written notice, terminate this Purchase Order without penalty and thereupon be released of any further obligations.

**Venue/Law/Statute of Limitations**

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Purchase Order or the work or services to be provided hereunder asserted by Vendor against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-80-102

See Attachment 1 – Standard Proposal Considerations

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