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NOTICE OF REQUEST FOR QUOTES FOR 2018 PORT-A-POT SERVICE

1. Notice of Request for Quotes
2. Quote Form
3. Instructions and Specifications
4. Specifications
5. State Form No. 96 with Non-Collusion Affidavit
6. Local Hiring/Equal Employment Opportunity Program

NOTICE OF REQUEST FOR QUOTES

Notice is hereby given that sealed quotes will be received by Michigan City Park and Recreation Department for 2018 Port-a-Pot Service, in accordance with the project scope and technical specifications contained in the Instructions and Specifications, which may be obtained at the office of the Secretary of the Parks Department, 100 E Michigan Blvd., Michigan City, Indiana 46360. Quotes can be mailed or personally delivered to the Secretary of the Parks Department, at the stated address. Faxed quotes will not be accepted.

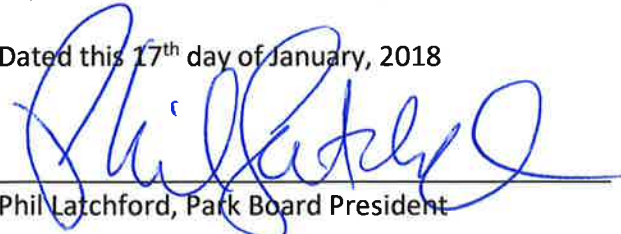
All sealed quotes should be delivered to the Secretary of the Parks Department, 100 East Michigan Boulevard, Michigan City, Indiana on or before **February 21, 2018 at 5 p.m. local time** or to the Board during its regular meeting scheduled to begin on **Wednesday, February 21, 2018 at 5:00 p.m.** local time in Michigan City/City Hall (Council Chamber-lower level), 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered. Quotes will be opened and read out loud and the award(s), if any, may be made at that or a subsequent meeting of the Park Department Board.

The successful quoter will be required to execute a contract with the Park Board and provide a certificate of insurance as defined by the Instructions and Specifications. In addition, the successful quoter will be required to submit invoices after each calendar month of the Project the Park Superintendent for review and payment recommendation. All approved invoices will be paid within 30 days of receipt by the Park Superintendent. Successful quoter must comply with all applicable Equal Employment Opportunity laws and regulations.

The Park Board reserves the right to reject any and all quotes and to waive any informalities and to accept any quote from responsive and responsible quoters and further reserves the right to terminate the contract after award or withhold payment because of default or non-performance on the part of the selected quoter. All quotes must be submitted on the Quote Form and State Board of Accounts Form No. 96 or will be deemed non-responsive.

The only contact person for this procurement is Park Superintendent Jeremy Kienitz (219) 873-1506. All verbal and written communication must be directed to this contact person only and any addendum to the quote documents he deems appropriate will be disseminated to all entities to whom this Request for Quote was provided. Quoters may make arrangements with the Park Superintendent to view the project site.

Dated this 17th day of January, 2018



Phil Latchford, Park Board President

QUOTE FORM

2018 PORT-A-POT SERVICE

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

PERSON EXECUTING CONTRACT: _____

TITLE: _____

QUOTE:

Section A	\$ _____
Section B	\$ _____
Section C	\$ _____
Section D	\$ _____
Section E	\$ _____
TOTAL	\$ _____

SIGNATURE OF QUOTER: _____

PRINTED SIGNATURE OF QUOTER: _____

TITLE: _____

DATE: _____

AGREEMENT TERM: The term of the agreement will be from March 7, 2018 through December 31, 2018 provided that the Park Department shall have an annual option to renew at the amount specified in the quote for the same period of time for the years 2019 and 2020. The Park Department shall exercise the option to renew on or before December 31st of each applicable year.

INSTRUCTIONS AND SPECIFICATIONS

2018 PORT-A-POT SERVICE

1. A quote must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park and Recreation Board (hereinafter referred to as "Board") with the return address of the QUOTE shown. QUOTE must be clearly marked "**2018 Port-a-Pot Service**" on outside of envelope.
2. All sealed quotes should be delivered to the Secretary of the Park Department, 100 East Michigan Blvd., Suite 2, Michigan City, Indiana 46360 on or before February 21, 2018 at **5 p.m.** local time or to the Board during its regular meeting scheduled to begin on February 21, 2018 at **5 p.m.** local time in the Council Chambers of City Hall (lower level), 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered.
3. The Park Department is exempt from Indiana Sales Tax.
4. Each QUOTER must sign, fully execute, and return the following in your sealed PROPOSAL:
 - QUOTE Form
 - State Form No. 96
 - The following documents from EEO Packet from Human Rights Director entitled "Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:"
 1. Equal Employment Opportunity Clause to be Included in Public Contract
 2. Notice of Non-Discrimination in Employment
 3. Certification of Non-Segregated Facilities
 4. Certification of Compliance with Applicable Laws
 5. E-Verify Affidavit
 6. Non-Investment in Iran Certification
 7. Non-Collusion Affidavit
 8. Affirmative Action and Equal Employment Opportunity Policy Statement
5. Please read and follow the Request for Quotes, as well as all specifications and all Quote documents, including the contract, when completing the Quote. Should you have any questions regarding specifications, please contact Park Superintendent Jeremy Kienitz:

Phone: (219) 873-1506

Email: jkienitz@emichigancity.com

Mail: Michigan City Park Department, 100 East Michigan Blvd., Suite 2, Michigan City, IN 46360

6. The issuance of this REQUEST FOR QUOTES does not create any obligation on the part of the Park Department to enter into any contract or undertake any financial obligations with respect to the project described herein.
7. No Quote may be withdrawn within a period of forty-five (45) days following the date set for receiving quotes. The Michigan City Park Board reserves the right to hold any or all quotes for a period of not more than forty-five (45) days and said quotes shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all quotes, solicitations and/or offers in whole or in part as specified in the quote documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Board.
7. The successful QUOTER shall secure and/or execute the following within seven (7) days from the date of Notice of Award of said contract:
 - a. **Proof of Insurance:** Proof of Insurance as further defined in these Instructions and Specifications and in the exact amounts listed herein;
 - i. The City of Michigan City must be named as an additional insured regarding Commercial General Liability and Automobile Liability
 - ii. Failure to comply with the exact insurance limits and terms associated with said insurance, within the time limits set forth herein will result in the termination of any award of said contract.
 - b. **Agreement for 2018 Port-a-Pot Service**

If the successful quoter fails to timely submit said agreement and said proof of insurance or fails to otherwise comply with the terms contained herein, the Board may cancel contract, and award contract to the next lowest responsible and responsive Quoter.

Work shall not commence under this contract until the Park Board Attorney has reviewed and approved the document required to be submitted herein.

8. The Quote will be for all work as shown in Project Scope & Specifications outlined herein.
9. All quoters must examine the scope, drawings and specifications and visit the site of this project to fully investigate the nature and extent of the work required. Quoters are responsible for becoming familiar with the location and access to the site, availability of all utilities, condition of the site and any permit processes.

10. Non-Negotiable Terms in Awarded Contract:

- a. Indemnification: Quoter agrees to indemnify and hold harmless the Park Department (including the Park Board) and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgements and liens arising out of any negligent act or omission by the quoter or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the Park Department of has used in connection with the Contract and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- b. Default/Non-Performance: If the Quoter breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default and subject to termination by the Park Board.
- c. No Assignment: No portion of the Contract shall be sublet, assigned, transferred or otherwise disposed of by the Quoter except with written consent of the Park Board being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Quoter of any responsibility of the fulfillment of this Agreement.
- d. Insurance: The Quoter shall, as a prerequisite to the Contract, purchase and thereafter maintain such insurance that will protect him from the claims set forth below which may arise out of or result from the Quoter's operations under the Contract, whether such operations be by the Quoter or by anyone directly or indirectly employed by the Quoter, or by anyone whose acts may be liable:

COVERAGE	LIMITS
Worker's Compensation & Disability Statutory Requirements	
1. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
2. Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
3. Commercial General Liability	\$1,000,000 per occurrence
(Occurrence Basis) Bodily Injury, Personal Injury, Property Damage, Contractual Liability	\$2,000,000 aggregate
Products-Completed Operations.	

4. Comprehensive Auto Liability (single Limit, owned, hired, non-owned) \$1,000,000 each accident
- e. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the Park Department prior to commencement of work and shall be in full force and effect throughout the contract. These certificates shall not be canceled or non-renewed until at least sixty (60) days prior written notice has been received by the Park Department.
 - f. Quoter agrees to comply with all federal, state, and local laws, rules and regulations applicable to Quoter in performing work pursuant to the Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting record and requirements. The Contract shall be governed by the laws of the United States and the State of Indiana and by all Municipal Ordinances and Codes of the City of Michigan City, Indiana. Venue of any disputes arising under the Contract shall be in LaPorte County, Indiana.
 - g. The Quoter shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hire, tenure, terms, training, conditions or privileges of employment because of race, sex, color, religion, national origin, ancestry, or disability.
 - h. Other Information: All expenses incurred in the preparation of a response to the Invitation to quote shall be borne by the Quoter.
 - i. All submitted Quotes shall become the property of the Michigan City Park Department.

PROJECT SCOPE AND SPECIFICATIONS

Note: Dates and events are subject to change

VENDOR: _____

DATE: _____

FACILITY	LOCATION	REG	ADA	Prior to Mem Day W/E-After Labor Day		WEEKLY CLEANING	Mem Day W/E to Labor Day W/E	WEEKLY CLEANING	DELIVER	PICK UP	PRICE
				WEEKLY CLEANING	WEEKLY CLEANING						
Wash Park	Ice Rink		1	Thurs		n/a			01/01/18	3/31/2018	
Wash Park	Fedder's Alley		1	Mon, Thurs		Mon, Thurs, Sat, Sun			04/01/18	10/31/2018	
Wash Park	Amphitheater		1	Mon, Thurs		Mon, Thurs			05/01/18	10/31/2018	
Wash Park	Lot 1. Bathhouse		2	Mon, Thurs		Mon, Thurs, Sat, Sun			03/01/18	11/15/2018	
Wash Park	Senior Center		1	Mon, Thurs		Mon, Thurs, Sat, Sun			04/01/18	10/31/2018	
Wash Park	Millennium Park		1	Mon, Thurs		Mon, Thurs, Sat, Sun			05/01/18	10/31/2018	
										TOTAL	
Patriot	Maintenance Building		1	Thurs		Mon, Thurs			03/01/18	11/15/2018	
Patriot	West Press Box (Small Fields)		1	Thurs		Mon, Thurs, Sat, Sun			04/01/18	11/15/2018	
Patriot	West Press Box (Small Fields)		1	Thurs		Mon, Thurs, Sat, Sun			04/01/18	11/15/2018	
Patriot	Soccer new gravel lot		1	Thurs		Mon, Thurs, Sat, Sun			04/01/18	11/15/2018	
Patriot	Soccer/Parking		1	Thurs		Mon, Thurs, Sat, Sun			04/01/18	11/15/2018	
Patriot	East Press Box (Large Fields)		1	Thurs		Mon, Thurs, Sat, Sun			05/01/18	11/15/2018	
Patriot	East Press Box (Large Fields)		1	Thurs		Mon, Thurs, Sat, Sun			05/01/18	11/15/2018	
Patriot	extra cleaning of existing pots for tournament					Sat (2X), Sun (2X)					
										TOTAL	
Golf Course	South Course		1	Mon, Thurs		Mon, Thurs			04/01/18	11/15/2018	
Golf Course	North Course		2	Thurs		Thurs			04/01/18	11/15/2018	
										TOTAL	
Gardena	900 Gardena Street		1	Mon, Thurs		Mon, Thurs			04/01/18	10/31/2018	
Hansen	100 E. Street		1	Mon, Thurs		Mon, Thurs			05/01/18	10/31/2018	
Adams	307 Village Road		1	Mon		Mon, Thurs			05/01/18	10/31/2018	
Oak Hills	716 Martin Luther King Drive		1	Mon		Mon, Thurs			05/01/18	10/31/2018	
Pullman	550 W. 4th Street (basketball ctrs)		1	Mon		Mon			05/01/18	10/31/2018	
Water Tower	301 Broadway Street		1	Mon		Mon			05/01/18	10/31/2018	
Walker Street	900 Walker Street		1	Mon		Mon			05/01/18	10/31/2018	
										TOTAL	
Event	Michigan City Parade - Franklin Street		5						06/30/18	7/2/2018	
Event	Wash Park Band Concert at Old Band Stand			n/a		n/a			July TBD	July TBD	
Event	Washington Park-Fireworks Fedder's Alley east end		1	3 x on 7/4		n/a			07/03/18	7/5/2018	
Event	Washington Park-Fireworks - Franklin St Bridge		1	3 x on 7/4		n/a			07/03/18	7/5/2018	



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of
_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____

Action taken _____

