

**CITY OF BREWER
PARKS & RECREATION DEPARTMENT
318 WILSON STREET
BREWER, ME. 04412**

**REQUEST FOR PROPOSALS – EASTERN PARK PLAYGROUND
EQUIPMENT & INSTALLATION**

1.0 General Information

1.1 Purpose: The City of Brewer through its Department of Parks & Recreation is requesting proposals for the design, specification, furnishing, and installation of playground equipment for the Eastern Park Playground replacement project. (Upper section, approximately 72' x 68')

1.2 Definitions: The City of Brewer will hereinafter be referred to as the Owner. Persons submitting a proposal will be referred to as Proposers. The Proposer to whom the contract is awarded shall be referred to as the Contractor.

1.3 Proposal Submission: Proposals will be received by the City of Brewer at the City Manager's Office, City Hall, 80 North Main Street, Brewer, Me. 04412 until 2:00 P.M. on **April 25, 2008** and then opened and read aloud. Proposers are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the 2:00 P.M. deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The City of Brewer assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of Proposal. Proposals must be date and time stamped by the Office of The City Manager on time to be considered. Proposals received after the due date and time will be returned unopened. Additional time will not be granted to any vendor. Additional time may be granted to all vendors when the City of Brewer determines that circumstances require it. **FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

Each proposal must be submitted in a sealed envelope, addressed to the City of Brewer, 80 North Main Street, Brewer, Me. 04412. Each sealed envelope containing a proposal must be plainly marked on the outside as **PROPOSAL FOR EASTERN PARK PLAYGROUND EQUIPMENT & INSTALLATION** and bear the name of the Proposer and his or her address.

The Owner may waive any informalities or minor defects or reject any and all PROPOSALS. Proposers must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL schedule by examination of the site and review of the drawings and specifications.

- 1.4 **Pre-Proposal Conference:** Pre-Proposal Conference will be held on **Friday, April 11 at 10:00 a.m.** local time at the site located at Eastern Park, South Main Street, Brewer, Me. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective proposers is strongly recommended but **not** required. Firms planning to attend this pre-proposal conference should contact Ken Hanscom at 989-5199.
- 1.5 **Project Award:** The City of Brewer, acting through the City Manager, reserves the right to accept or reject any or all proposals in whole or in part. The City of Brewer, acting through its City Manager, reserves to itself the exclusive right to accept higher cost proposals when the City Manager, in his sole discretion, believes it would be in the best interest of the City of Brewer. In making such a decision, the City Manager may consider, but not be limited to, any of the following factors: Quality, specifications, availability, service and location of proposer and reputation of proposer.
- 2.0 **General Terms and Conditions:** It is the proposer's responsibility to have reviewed the project, specification, plans, and any items related to the above mentioned project. By submitting their proposal, the proposer shall be considered to have done the above. Specific documents of interest shall include, but not be limited to, plans entitled "**Eastern Park Playground Proposal**". Said plans shall be considered a part of the RFP and specifications package for this project and by submitting a proposal, the proposer agrees to all items represented within the above mentioned plans and, if awarded the project contract, agrees to be bound by the terms set forth in any plans, specifications, addenda, or related documents.
- 2.1 **Contractor's Liability Insurance:** Within five (5) days of the granting of the contract, the successful proposer must show proof of the required State of Maine Workers Compensation. The Contractor shall carry an insurance policy providing complete broad form comprehensive general liability insurance including, but not limited to manufacturer's and contractor's liability, independent contractor's liability, contractual liability, completed operations liability, and automobile insurance including hire and non-owner insuring the Contractor and the City of Brewer, limits of which shall not be less than \$1,000,000 for combined bodily injury and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine.

The City of Brewer shall be named as Additional Insured on the general liability insurance. Certificates of Insurance all of the above insurance shall be filed with:

City of Brewer
Parks & Recreation Department
318 Wilson Street
Brewer, Me. 04412

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty day notification period.

- 2.2 **Guarantees:** The quality and workmanship of the installation shall be guaranteed by the Contractor for a period of no less than one year. Any defects in workmanship or materials which become evident during this period of time shall either be fixed by the Contractor to the City's specifications or the Contractor will be charged for any expenses incurred by the City for the repair.
- 2.3 **Supervision:** All work in connection with this project shall be under the direct supervision of the Parks & Recreation Director and/or Parks & Cemeteries Supervisor and all decisions by him pertaining to the installation shall be final and binding. The bidder is warned that the construction terms and conditions set forth in the contract will be rigidly enforced and it is the intention of the Owner to maintain close inspection during the period of installation and first quality materials and workmanship only will be accepted.
- 2.4 **Debarment:** Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It is also agreement that the City of Brewer will be notified of any change in this status until such time as an award has been made.
- 2.5 **Contract execution:** The successful Proposer will be required to execute the agreement within 5 days after the Notice to Proceed is given. The signed contract will consist of the Notice to Proceed, Agreement, Suggested Components Form and Contractor's Proposal. The project shall be completed on or before **July 11, 2008**.
- 2.6 **Work Schedule:** Work may be initiated on or after June 16, 2008 and must be completed on or before Friday, July 11, 2008. Work hours will be limited to Monday through Sunday, 7 AM to 5 P.M.
- 2.7 **Liquidated Damages:** The work shall be completed on the indicated day of completion; otherwise the Owner may retain a sum of **\$50.00** for each day thereafter, including Sundays and holidays, that the work remains incomplete.
- 2.8 **Permits:** All work is to be completed in strict compliance with all laws, ordinances, rules and regulations of competent public authority, and the Contractor is to apply for and obtain all required permits paying all fees therefore, and all other fees required by such public authority.

- 2.9 **Worksite:** The Contractor shall at all times keep the construction area, including storage areas used by him free from accumulations of waste materials or rubbish from and about the premises. All tools, equipment, and materials not the property of the Owner shall be removed from the site upon completion of the Contract. The entire premises shall be left in a clean and “ready for occupancy” condition. The contractor must take steps to adequately secure and seal off the work site when work has completed for the day. Contractor shall be responsible for all off site storage of playground equipment.
- 2.10 **Tax Exempt:** The City of Brewer is a Municipal corporation duly organized under the laws of the State of Maine and therefore is not required to file proof of exemption of the Maine State Sales Tax.
- 2.11 **Budget:** The City Capital Improvement Budget for this project is **\$35,000**. It is the City intent to select the proposal that provides the maximum value and best variety of play activities. The playground equipment must be of the highest quality manufactured and needs to be handicapped accessible and enjoyable for age groups 5 – 12. The project does not include any newly installed surfacing as the existing one will be used.
- 2.12 **Existing Playground:** The City of Brewer will assume responsibility for removing and disposing of the existing play structures

**CITY OF BREWER
PROPOSAL FORM – EASTERN PARK PLAYGROUND**

- 1. Total Price (equipment, labor & materials) \$ _____
- 2. Product Name, Year, Model, etc.: _____
- 3. Installation completion date: _____
- 4. Payment Terms: _____
- 5. Warranties: _____
- 6. Product liability: _____
- 7. Installation Contractor: _____

We, the undersigned have carefully examined the specifications with related documents and the site of the proposed work; and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor; hereby proposes to furnish all labor, materials and supplies and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated.

Accompanying this Proposal is a copy of the contractor's liability and workers compensation insurance policies as required in paragraph 2.1 of Request for Proposals.

Firm Name: _____

Signed: _____

Type or Print: _____

Title of Signature: _____

Address: _____

Phone: _____ Fax: _____ Date: _____

E-Mail Address: _____

Eastern Park Playground Installation Suggested Components

The new playground will feature a modular play structure with one two seat swing. It is the intent of the City to select the proposal that provides the maximum value and best variety of play activities. The budget for this playground project is **\$35,000.00**. This playground will be designed primarily for ages 5-12. It is the intent of the Parks & Recreation Department to have a system that will allow play for 30-45 children at a time.

Note: More than one proposal may be submitted.

The following are **guidelines only** as to preferred components of the modular play structure. The swing set will be a specific requirement. Total area is app. 72' x 68'

- One peaked roof
- One simulated cliff or rock climber
- One spiral slide
- One straight slide
- Two climbing poles (different design each)
- One S curved bridge with rails (6' high) or arched bridge with rails
- One suspension bridge (6' high)
- One curved balance beam
- One crawl tube
- One internal climber
- Assorted attachments

REQUIRED SWING SET:

One bay, 2 belt seat swing set

INSTRUCTIONS & INFORMATION FOR PROPOSERS

(A) All equipment and attachments shall be the latest models available, fully tested, serviced, and ready to operate in accordance with the specifications and be satisfactory to the Director of Parks & Recreation. **Vendors are requested to submit proposals for their highest quality product only.**

(B) Proposers must be able to prove all playground equipment components shown in the design are IMPEMA certified. Further, all equipment should meet ASTM & ISO 9001 standards.

(C) Proposers shall submit with their proposal a computer assisted design (CAD) layout.

(D) Proposers shall submit with their proposals the latest printed specifications and illustrations as advertised by the manufacturer of the proposed product.

(E) Complete warranty information must be included for all items noted in the proposal. Minimal Warranty: 10 years on main structures against structural failure due to corrosion, deterioration, insect infection or workmanship. Includes posts, decks, vertical ladders, and clamps. 5 years for all plastic and steel components against structural failure due to corrosion/ natural deterioration or manufacturing defects. 1 year for structural failure of moving parts, swing seats, etc.

(F) A detailed drawing showing each component of the play structure must be included in the proposal. It is the intent of the Parks & Recreation Department to have a system that will allow play for a minimum of 30-45 children at a time.

(G) Proposal shall include a minimum of five references (three within the State of Maine) for similar play structures installed. **Two of the referenced structures must have been installed a minimum of five years. The other must have been installed a minimum of 10 years.** Please list names and telephone numbers of individuals who are familiar with the equipment referenced.

(H) All costs incurred in the preparation and submission of a proposal will be borne by the proposer.

(I) Before submitting a proposal, all prospective proposers are encouraged to carefully examine the proposal documents, visit the site, and fully inform themselves as to the existing conditions and limitations under which the work will be performed. Prospective proposers should speak with Parks & Recreation Director Ken Hanscom for any information or questions concerning the services requested. Failure of the above will not release a successful proposer from the Contract Documents or the requirements to complete the contemplated work for the consideration set forth in the proposal.

PROPOSAL SCORING & CONTRACT AWARD

The following criteria will be used to select the proposal deemed to provide the best value for the City of Brewer:

- Design and Play Value - 50%
- Durability/Warranty & Ease of Maintenance - 20%
- Quality and Customer Service Reputation - 20%
- Product delivery and installation date – 10%

A committee will review the proposals and will make recommendations. The successful proposer will be awarded the contract to furnish and supply the selected play equipment.

PROJECT TIME SCHEDULE

Issue Request for Proposal:	Monday, March 24, 2008
Proposals due	Friday, April 25, 2008
City Council Award	Tuesday, May 13, 2008
Contract Signed	Tuesday, May 20, 2008
Sire ready for Installation	Monday, June 16, 2008
Date Project Must be Completed	Friday, July 11, 2008

The successful vendor will be required to execute a contract with the CITY OF BREWER for the provision of services, a copy of which is attached.

AGREEMENT (SAMPLE ONLY)

This Agreement is dated the _____ day of May in the year 2008 by and between the City of Brewer (herein called the Owner) and _____ (herein called the Contractor). Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.1 Contractor shall complete all work as specified or indicated in the Request For Proposals. (Eastern Park Playground Equipment & Installation)
- 1.2 Contractor shall complete extra work which may be ordered by the Owner and to accept as full compensation therefore such as may be agreed upon in writing by the Owner and the Contractor.
- 1.3 Contractor shall carry an insurance policy providing complete broad form comprehensive general liability insurance including, but not limited to manufacturer's and contractor's liability, independent contractor's liability, contractual liability, completed operations liability, and automobile insurance including hire and non-owner insuring the Contractor and the City of Brewer, limits of which shall not be less than \$1,000,000 for combined bodily and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine.

Article 2. CONTRACT TIME

- 2.1 Work may be initiated on or after June 16, 2008 and must be completed by July 11, 2008. Work hours at the site should be limited to daylight hours only; Monday – Sunday; 7:00 A.M. – 5:00 P.M.
- 2.2 Liquidated Damages: \$50.00 per day.

Article 3. CONTRACT PRICE, PAYMENT

- 3.1 Owner shall pay Contractor for performance of the Work in accordance with the bidding documents in current funds as follows: Payment of Eastern Park Playground Equipment & Installation Project upon completion of all work. Total Price: _____

Article 4. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner affect cost, progress, performance or furnishing of the Work.
- 4.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Contractor considered necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Contractor for such purposes.

Article 5. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

- 5.1 This Agreement
- 5.2 Notice of Award
- 5.3 Suggested Components Form
- 5.4 Contractor's Proposal

IN WITNESS HEREOF, OWNER AND CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on May , 2008.

Owner: City of Brewer
Parks & Recreation Dept.
318 Wilson Street
Brewer, Me. 04412

Contractor:

By: _____

By: _____

Title: Director of Parks & Recreation

Title: _____

Address for giving notices:

Address for giving notices:

Brewer Parks & Recreation Dept.

318 Wilson Street

Brewer, Me. 04412

NOTICE TO PROCEED

To:

Date: May , 2008

Project: Eastern Park Playground

You are hereby notified to commence WORK on or after June 16, 2008 in accordance with the Agreement dated May , 2007 and are to complete the WORK within 57 consecutive calendar days thereafter. The date of completion of all WORK is therefore July 11, 2008.

City of Brewer

By: _____

Title: Director of Parks & Recreation

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By:

This the day of May 2008.

By: _____

Title: _____

