

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

**REQUEST FOR PROPOSALS – COMMUNITY 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 with safety surfacing for the Community Playground replacement project. (Approximately 100’ x 75’)

**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 May 1, 2023** 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 COMMUNITY 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 **Wednesday, April 19 at 10:00 a.m.** local time at the site located at the Ferris Community Center, 318 Wilson 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 Michael Martin 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 "**Community 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 **September 11, 2023.**
- 2.6 **Work Schedule:** Work may be initiated on or after August 7, 2023 and must be completed on or before Monday, September 11, 2023. 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 **\$148,500**. It is the City’s 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 be handicapped accessible and enjoyable for age groups 5 – 12. The project shall include newly installed engineered wood fiber safety surfacing as part of the project.
- 2.12 **Existing Playground:** The City of Brewer will assume responsibility for removing and disposing of the existing play structures. The current classic swing set will remain.

**CITY OF BREWER  
PROPOSAL FORM – COMMUNITY PLAYGROUND**

1. Price of Equipment \$ \_\_\_\_\_
2. Price of Installation \$ \_\_\_\_\_
3. Price of Safety Surfacing: \$ \_\_\_\_\_
4. Total Price \$ \_\_\_\_\_
5. Product Name, Year, Model, etc.: \_\_\_\_\_
6. Installation completion date: \_\_\_\_\_
7. Payment Terms: \_\_\_\_\_
8. Warranties: \_\_\_\_\_
9. Product liability: \_\_\_\_\_
10. 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: \_\_\_\_\_

## **Community Playground Installation Suggested Components**

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 **\$148,500.00**. 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 90 children at a time. Consideration should be given to incorporating play events for users who have mobility challenges.

**Note:** More than one proposal may be submitted.

The following are **guidelines only** as to preferred components of the modular play structure. Total area is app. 100' x 75'

- At least one transfer module
- One curved bridge with rails
- One arched bridge with rails
- One additional bridge feature
- One net/web climber (minimum)
- One spiral slide at least 56" above grade
- One straight slide
- One dual/two-person (minimum) slide
- One internal "chimney style" climber
- One simulated rock/cliff climber
- One "Fire Pole" style climber
- One chinning bar
- Three (minimum) overhead ladder/ring play events (different design each)
- Assorted additional elements, attachments & panels
- Engineered wood fiber safety surfacing

### **SWING SETS:**

One Tire Swing

One independent swing frame with two age 2 – 5 (Toddler) inclusive swings

## 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.** Overall consideration should be given to incorporating play events for users who have mobility challenges.

(B) All equipment shall be furnished, assembled and installed in accordance to manufacturer's instructions, all applicable OSHA and ADA requirements. Proposers must be able to prove all playground equipment components shown in the design are IPEMA certified. Further, all equipment should meet ASTM, CPSC, & 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 90 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 Michael Martin 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, April 3, 2023
Pre-Proposal Conference (Optional)	Wednesday, April 19, 2023
Proposals due	Monday, May 1, 2023
City Council Award	Tuesday, May 9, 2023
Contract Signed	Tuesday, May 16, 2023
Site ready for Installation	Monday, August 7, 2023
Date Project Must be Completed	Monday, September 11, 2023

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 2023 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. (Community 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 August 7, 2023 and must be completed by September 11, 2023. 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 Brewer Community 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 , 2023.

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:

Project: Community Playground

You are hereby notified to commence WORK on or after August 7, 2023 in accordance with the Agreement dated May , 2023 and are to complete the WORK within 35 consecutive calendar days thereafter. The date of completion of all WORK is therefore September 11, 2023.

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  2023.

By: \_\_\_\_\_

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