

THE VINALHAVEN SCHOOL



MSAD#8 – Vinalhaven is seeking proposals to replace a playground at the Vinalhaven School. Sealed proposals clearly marked on the outside with "Playground RFP" will be accepted at the Vinalhaven School, 22 Arcola Lane Vinalhaven, Maine 04863 until 10:00 a.m. October 24, 2017. The complete Request for Proposals which includes all proposal requirements is available at the above address, by emailing rcrawford@vinalhavenschool.org, or online at www.vinalhavenschool.org.

MSAD#8 - Vinalhaven is an equal opportunity employer and all proposals will be considered without regard to race, color, religion, sex, handicap/disability, familial status, or national origin. MSAD#8 ("the District") will evaluate all proposals based on price, suitability, quality, commitment to a timely installation, warranty, and other relevant factors. The District reserves the right to accept the proposal which is in the best interest of the Vinalhaven School and the community, to waive irregularities, and to reject any and all proposals.

REQUEST FOR PROPOSALS (RFP) MSAD# 8 – VINALHAVEN PLAYGROUND

To: All Interested Vendors

You are invited to submit a formal proposal to provide and install one new playground at the Vinalhaven School at 22 Arcola Lane, Vinalhaven, Maine 04863 in accordance with the attached General Conditions and Specifications.

Please submit one original and six copies of your proposal.

Questions should be emailed to rcrawford@vinalhavenschool.org no later than 2:00 p.m. October 12, 2017. All questions that require an addendum will be posted on MSAD#8 - Vinalhaven website at www.vinalhavenschool.org/playgroundrfp by October 14, 2017.

All bidders need to check the school website by this date to ensure they receive all addendums on this project.

Sealed proposals will be received until 10:00 a.m. on October 24, 2017. All proposals shall be clearly marked with "Playground RFP." Immediately following the closing of the RFP MSAD#8 - Vinalhaven will publicly open bids at Vinalhaven School 22 Arcola Lane Vinalhaven, Maine 04863.

All sealed proposals must be delivered to the following address:

MSAD#8 - Vinalhaven
Attn: Roy Crawford
22 Arcola Lane, Vinalhaven, Maine 04863

Proposals will be opened at the time, date, and location indicated above. **FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL** by Roy Crawford. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The proposal shall remain firm for not less than ninety (90) calendar days from the date of receipt of proposal. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

This package consists of:

General Conditions

Specifications

Required Forms

Project Site Map

GENERAL CONDITIONS

1. Scope of Work

The following are the general conditions for the work to be performed.

It is understood that except as otherwise specifically stated in the contract, the Vendor (Contractor) shall provide and pay for all materials, labor, tools, equipment, transportation, of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including MSAD#8 - Vinalhaven) necessary for the execution of the work shall be secured and paid for by the Vendor. Town of Vinalhaven - Vinalhaven permits and/or licenses shall be secured by the Vendor but no fees will be charged to the Vendor.

Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the Owner.

2. Existing Conditions

The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

3. Insurance

Prior to the commencement of work, the Vendor shall furnish to the Owner a Certificate of Insurance showing compliance with the following limitations:

The Vendor agrees to comply with the provisions of Worker's Compensation laws of the State of Maine.

The Vendor further shall maintain such other insurance (with limits as shown below) as shall protect the Vendor and the Owner from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the bidder shall furnish the Owner certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by the Vendor.

Below are listed the insurance coverage which must be procured by the Vendor at his expense. The Vendor agrees to follow instructions indicated in each case.

- a) Proof of current Workers Compensation.
- b) Owner's Protective Liability Insurance protective injury, including death -limits of \$250,000.00 for each person and \$500,000.00 for each accident.
- c) Vendor's Public Liability Insurance - Personal injury, including death -limits of \$250,000.00 for each person and \$500,000.00 for each accident.
- d) Property Damage -limits of \$500,000.00 for each accident and \$1,000,000.00 for the aggregate.

Certificate of Insurance with MSAD#8 - Vinalhaven listed as additional insured must be sent to the Owner prior to commencement.

Insurance must be written by a company licensed to do business in Maine

4. Statement of Vendor's Qualifications

As part of the proposal, the Vendor must complete the attached "Statement of Vendor's Qualification" form. The Vendor may be required, before awarding of contract, to demonstrate to the complete satisfaction of the District, that the Vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner and within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the District of the Vendor's qualifications for executing the work.

5. Taxes

MSAD#8 - Vinalhaven is a tax exempt organization. A copy of the District's tax exemption form will be provided to the successful bidder.

6. Governing Law

All proposals and related documents submitted to MSAD#8 - Vinalhaven by Vendors are governed under the laws of the State of Maine and local ordinances, policies and regulations.

7. Addenda

If any questions arise from the RFP documents, the bidder may submit to Roy Crawford, Superintendent MSAD #8, a written request for interpretation via email at rcrawford@vinalhavenschool.org. Any interpretation of documents will be made by addendum to the RFP. Any addenda will be published on the district's website on the purchasing page at www.vinalhavenschool.org/playgroundrfp. Questions should be emailed to rcrawford@vinalhavenschool.org no later than 2:00 p.m. October 12, 2017. All questions that require an addendum will be posted on MSAD#8 - Vinalhaven website at www.vinalhavenschool.org/playgroundrfp by October 14, 2017.

MSAD#8 - Vinalhaven will not be responsible for any other explanations or interpretations beyond the date and time described above. MSAD#8 - Vinalhaven reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. MSAD#8 - Vinalhaven reserves the right to reject any or all proposals and waive technicalities and informalities.

8. Proposal Form and Format

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope addressed to:

MSAD#8 - Vinalhaven

Attn: Roy Crawford

22 Arcola Lane

Vinalhaven, ME 04863

9. Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the District as being the lower price, unless the bidder requests in writing a correction or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is late.

No late proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. MSAD#8 – Vinalhaven reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of MSAD#8 - Vinalhaven. The District will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

10. Affidavits

Before acceptance of the proposal by the District, the Vendor will be required to furnish affidavits on the enclosed forms.

11. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless (a) the Vendor makes a request in writing to the District prior to the time set for opening of proposals or (b) the District fails to accept a bid within thirty (30) days after the bid opening date.

12. Evaluation Factors

- Superior quality and specifications adherence.
- Delivery time.
- Guarantee and warranties.
- Company's reputation and financial status.
- Past experience and cost with similar projects.
- Total bid does not exceed available funds.
- Design and aesthetics.
- Number of features.

All evaluation factors will be equally considered when reviewing submitted proposals.

13. Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirements of MSAD#8 - Vinalhaven within 45 days of the bid opening date. This solicitation does not commit MSAD#8 - Vinalhaven to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. The District may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the District.

14. Contract Form

Upon award, the RFP will serve as a preliminary contract. The contract becomes effective upon the execution of the Proposal Form by MSAD#8 Vinalhaven.

15. Change in Contract

The Owner will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by MSAD#8 - Vinalhaven before such work is begun.

16. Indemnification

The Vendor agrees to hold MSAD#8 - Vinalhaven harmless and to indemnify the District from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the owner of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the Vendor or subcontractor.

Please see attached form.

17. Installation

Installation shall be the sole responsibility of the Vendor.

18. Warranty

All materials and labor provided or installed by the Contractor shall be warranted for a period of five years from the complete date of installation unless the manufacturer's warranty is for a greater time period in which case the manufacturer's warranty will prevail.

19. Site Visit

MSAD#8 can accommodate a site visit on October 10, 2017. To arrange a site visit, please contact Roy Crawford, Superintendent, via email at rcrawford@vinalhavenschool.org. The site visit may be "virtual" if requested and if school technology is compatible with that of the vendor.

20. Local Vendor Preference

MSAD#8 - Vinalhaven has a local vendor preference and is willing to facilitate communication between the Vendor and local suppliers and contractors to reduce cost, manage transportation issues, improve efficiency and improve overall project outcomes.

21. Application for Payment

All applications for payment shall be mailed to:

MSAD#8 - Vinalhaven
Attn: Roy Crawford
22 Arcola Lane

22. Payments

A payment schedule will be agreed on by the Owner and the Vendor when the contract is awarded and payment will be made when each aspect of the contract has been completed to the Owner's satisfaction. The District will consider other reasonable arrangements should they be requested by the Vendor.

23. Liquidated Damages

Liquidated damages in the amount of \$100 per day from each calendar day after the 60 day project timeline may be charged to the Contractor. Liquidated damages will not be charged for delays associated with weather or conditions and circumstance unique to island construction. Furthermore, the District will consider all other reasonable requests associated with delays and expects the Contractor to communicate in a timely manner regarding issues which could lead to completions delays.

PROJECT SPECIFICATIONS

MSAD#8 - Vinalhaven is seeking proposals to install one new playground at the Vinalhaven School. The project shall include designing, providing the equipment, and installing the equipment.

The playground equipment and installation shall comply with the project specifications. MSAD#8 - Vinalhaven reserves the right to select the system/proposal that is determined to be in the best interest of MSAD#8 - Vinalhaven. Design, warranty, quality, delivery time, and experience are major considerations in the decision process.

Educational Requirements:

The Vinalhaven School playground will include two play areas on either side of an existing hard surface area. These areas will be a **Pre-Kindergarten** area designed for student's ages 4-6 and **Main Play Area** designed for students ages 5-12 and including features to be used as part of the Physical Education curriculum for students ages 5-18. The structures should include climbing, spinning, sliding, swinging, balancing, jumping, and overhead activities (brachiating) at all age levels and incorporate fitness as well as fun.

Pre - K Area - This structure and space will be designed primarily for Pre-Kindergarten students and will comply with the specifications contained within Section 9 of Chapter 124 of MRSA Title 20-A <http://www.maine.gov/doe/publicpreschool/>.

This area:

- will be designed to accommodate up to 15 children ages 4-6. The Vinalhaven School enrollment projection for the Pre-K class of 2019 includes 20+ students and the Pre-K & Kindergarten population will be close to 30 students combined.
- may not be more than 30' wide and it may be up to 60' long.
- is not required to be rectangular or all of a single surface type.
- will be a maximum of 1800 sq ft.

Main Play Area - The second larger area will be a play structure for students in grades K-8 (ages 5-13) and provide fitness activities through 12th grade. The area must comply with the applicable playground guidelines found in PUBLIC SCHOOL STANDARDS & GUIDELINES FOR NEW SCHOOL CONSTRUCTION & MAJOR RENOVATION PROJECTS

<http://www.maine.gov/doe/facilities/construction/3%20Standards%20&%20Guidelines.pdf>

This area:

- will occupy the general location of the current play structure
- will include a wide range of developmentally appropriate activities for students of varying abilities including autism, wheelchair only access, visual and physical limitations, and other developmental delays.
- may not be more than 42' wide and may be approximately 108' long.
- is not required to be rectangular or all of a single surface type.
- will be a maximum of 5000 sq ft.

1. The total budget for the play structure and surface should not exceed \$200,000 and is contingent on finalized structure components and final surfacing choices. This budget includes a base bid and two alternates as follows:

- a. Base Bid: Design, playground equipment, installation of playground equipment, and delivery charges.
- b. Alternate 1: Surface materials and delivery charges.
- c. Alternate 2: Installation of surface materials.

In addition to the Bid alternates please present the cost for three surfacing configurations.

- a. Engineered Wood Fiber in both play areas and swing mats w/engineered wood fiber under any swings
- b. Poured in Place Rubber in both play areas and swing mats w/engineered wood fiber under any swings
- c. Rubber Mulch in both play areas and swing mats w/engineered wood fiber under any swings.

MSAD#8 - Vinalhaven will remove existing playground structures and retain any pieces intended to be repurposed or recycled in site.

MSAD#8 – Vinalhaven is interested in participating in a Community Build. Please incorporate that information and show associated savings.

2. Playground shall meet the following certifications, guidelines, rules and regulations.

- a. ADA (Americans with Disabilities Act).
- b. CPSC (U.S. Consumer Product Safety Commission).
- c. ASTM – F1487 (American Society for Testing and Materials standard for Public Use Playground Equipment). The most recent edition.
- d. IPEMA Certification (Internal Play Equipment Manufacturers Association).

3. The Pre-kindergarten playground structure(s) shall be designed for ages 4-6. The Main Playground Area shall be designed for ages 5-13.

4. Playground surface shall meet the following guidelines.

- a. ASTM (American Society for Testing and Materials).
- b. CPSC (Consumer Product Safety Commission).

- 5. Playground and surface shall meet all State of Maine and Town of Vinalhaven Licensing and Regulation requirements.
- 6. The project has obtained Storm water permit L-20489-NL-A-N and minor Amendment L-20489-NL_C-M from the Maine Department of Environmental Protection. The Owner will arrange any future amendments that may be necessary for the final project.
- 7. Please provide (3) different designs for consideration.
- 8. Designs submitted for review shall include a full color elevation from all sides and a playground layout visible from overhead.
- 9. Color options must be provided.
- 10. Catalog/cut sheet information must be included.
- 11. Full warranty information including fade resistance must be included.
- 12. The project area shall contain playground fall zone/safety zone within the measurements provided. A site plan with the existing layout displaying the areas in question is included with this RFP.

PROPOSAL CHECKLIST FOR MSAD#8 - VINALHAVEN

BIDDERS:

Name of Firm: _____

YOU ARE REQUIRED TO COMPLETE THIS CHECKLIST AND INCLUDE IT WITH YOUR PROPOSAL. YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL AND SIX COPIES OF THE FOLLOWING ITEMS IN THE ORDER SPECIFIED:

- _____ 1. SIGNED PROPOSAL CHECKLIST
- _____ 2. SIGNED PROPOSAL FORM
- _____ 3. COMPLETED STATEMENT OF VENDOR'S QUALIFICATIONS
- _____ 4. SIGNED INDEMNIFICATION STATEMENT.
- _____ 5. WARRANTY INFORMATION

SIGNATURE:

PRINTED NAME AND TITLE:

DATE:

**PROPOSAL FORM FOR VINALHAVEN SCHOOL PLAYGROUND
DUE NO LATER THAN
10:00 AM ON OCTOBER 24, 2017**

DELIVER TO:

MSAD#8 - Vinalhaven
Attn: Roy Crawford
22 Arcola Land
Vinalhaven, Maine

Name of Firm: _____

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal for the Vinalhaven School Playground Installation, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties and delivery of specified in the attached proposal for the total sum not to exceed:

BASE BID: \$ _____

ALTERNATE 1: \$ _____

ALTERNATE 2: \$ _____

GRAND TOTAL \$ _____

Respectfully Submitted,

Name of Firm: _____

Address of Firm: _____

Signature: _____

Accepted (filled out by the District upon award)

Name of Firm: _____

Address of Firm: _____

Signature _____

Date of Execution: _____

Telephone Number: _____

Name and Title: _____

Date of Acceptance: _____

Telephone Number: _____

Name and Title: _____

STATEMENT OF VENDOR'S QUALIFICATIONS

To accompany proposals submitted for the Vinalhaven School Playground Project

Name of Vendor _____

Please Provide Three References:

REFERENCE 1:

NAME:

ORGANIZATION:

TITLE:

AFFILIATION:

PHONE NUMBER:

REFERENCE 2:

NAME:

ORGANIZATION:

TITLE:

AFFILIATION:

PHONE NUMBER:

REFERENCE 3:

NAME:

ORGANIZATION:

TITLE:

AFFILIATION:

PHONE NUMBER:

1

INDEMNIFICATION

The VENDOR will indemnify and hold harmless the OWNER (MSAD#8 - VINALHAVEN) and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of, tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the VENDOR and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or any of their agents or employees by an employee of the VENDOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the VENDOR under the workman's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the VENDOR under this paragraph shall not extend to the liability of MSAD#8 - Vinalhaven or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

VENDOR:

SIGNATURE:

PRINTED NAME AND TITLE:

DATE:

ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

VENDOR:

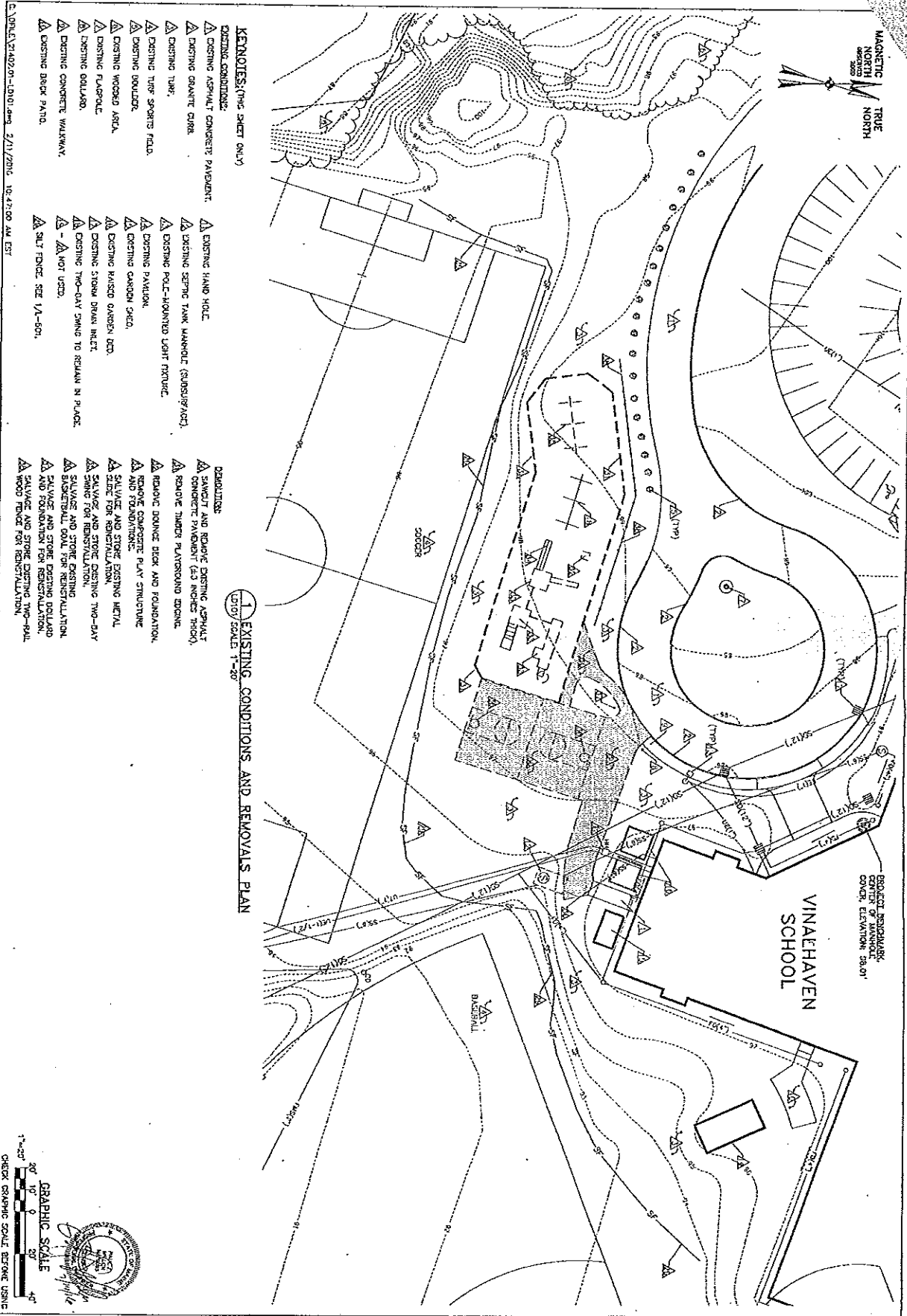
SIGNATURE:

PRINTED NAME AND TITLE:

DATE:

EXHIBIT A

PROJECT SITE MAPS



TRUE NORTH
MAGNETIC NORTH
300°

PROJECT BOUNDARY
CENTER OF MAIN BUILDING
COVER ELEVATION: 38.01'

VINALHAVEN
SCHOOL

EXISTING CONDITIONS AND REMOVALS PLAN
SCALE: 1" = 20'

- EXISTING CONDITIONS:**
- △ EXISTING ASPHALT CONCRETE PAVEMENT
 - △ EXISTING GRANITE CURB
 - △ EXISTING TURF
 - △ EXISTING TUFF SPORTS FIELD
 - △ EXISTING BOLLARD
 - △ EXISTING WOODEN RAMP
 - △ EXISTING FLASPOLE
 - △ EXISTING CONCRETE WALKWAY
 - △ EXISTING BRICK PAVD.
 - △ EXISTING HAND HOLE
 - △ EXISTING SEPTIC TANK MANHOLE (SUBSURFACE)
 - △ EXISTING POLE-MOUNTED LIGHT FIXTURE
 - △ EXISTING PAVILION
 - △ EXISTING CARPORT SHED
 - △ EXISTING RAISED GARDEN BED
 - △ EXISTING STORM DRAIN INLET
 - △ EXISTING TWO-DAY SWING TO REMAIN IN PLACE
 - △ - NOT USED
 - △ SLIT FENCE: SEE 1A-501

- REMOVALS:**
- △ REMOVE EXISTING ASPHALT CONCRETE PAVEMENT (4.5 INCHES THICK)
 - △ REMOVE TIMBER PLAYGROUND DECKING
 - △ REMOVE EXISTING DECK AND FOUNDATION
 - △ REMOVE CONCRETE PLAY STRUCTURE AND FOUNDATIONS
 - △ SALVAGE AND STORE EXISTING METAL SLIDE FOR REINSTALLATION
 - △ SALVAGE AND STORE EXISTING TWO-DAY SWING FOR REINSTALLATION
 - △ SALVAGE AND STORE EXISTING BASKETBALL GOAL FOR REINSTALLATION
 - △ SALVAGE AND STORE EXISTING DOLLAR SLIDE AND FOUNDATION FOR REINSTALLATION
 - △ WOOD FENCE FOR REINSTALLATION

GRAPHIC SCALE
1" = 20'

CHECK GRAPHIC SCALE BEFORE USING

EXISTING CONDITIONS AND REMOVALS PLAN
SCALE: AS NOTED
DATE: 07-14-14
DWG: LD101
SHEET: 2 OF 11

PLAYGROUND RENOVATION AT VINALHAVEN SCHOOL

VINALHAVEN SCHOOL
22 Apple Lane
Vinalhaven, Maine 04853
T (207) 563-4954 / F (207) 563-4572

DESIGNED BY: YSP
DRAWN BY: KSP
CHECKED BY: PJA
PROJECT: 2142-211

FOR PERMITTING PURPOSES ONLY

OAK POINT ASSOCIATES

Professional Engineer Seal for the State of Maine, License No. 10453, dated 07/14/14.