

TOWN OF BELVIDERE, VT

BELVIDERE COMMUNITY PLAYGROUND DESIGN, EQUIPMENT & INSTALLATION REQUEST FOR PROPOSAL

Issued: March 19, 2026

Due: April 6, 2026, at 12:00pm

I. PROJECT OVERVIEW

The Town of Belvidere, VT ("Town") is seeking professional playground design, equipment, and installation services to assist the Town and Belvidere Community Club in constructing public playground structures within a designated public playground area on Belvidere Community Club property located at 4351 VT Route 129, Belvidere VT. The project involves design, freight, equipment, and installation of a playground conforming to the Public Playground Safety Handbook, manufacturer requirements, standard insurance requirements for public/commercial playground areas. The Belvidere Community Playground will replace the playground equipment currently located on the property. Proposals will be reviewed by the Belvidere Selectboard, Belvidere Community Club and a Lamoille County Planning Commission staff person before a contract is awarded to ensure compliance with all requirements of this *Request for Proposals*.

II. SCOPE OF WORK

1. The selected company will supply design, labor, equipment, material, and subcontractor coordination, to complete the work listed in Attachment A.
2. The selected company will coordinate with the appointed point of contact to ensure the coordination of site work to be completed by volunteers.
3. The selected company will coordinate work with the appoint point of contact to ensure expedited completion of design and installation.
4. All work shall be performed in accordance with contract documents, manufacturer requirements, the Public Playground Safety Handbook, standard insurance requirements for public/commercial playgrounds, and federal and state regulations and requirements as deemed appropriate by Town.

III. FUNDING SOURCE

This project is funded through a Vermont Dept of Buildings and General Services – Building Communities Grant and corresponding 50% match to be provided by the Town and Belvidere Community Club.

IV. SUBMISSIONS

Companies are encouraged to be concise (max 10 pages). All proposals must include, but are not limited to, the following:

1. A brief description of the company's history and experience with the outlined work. If your company intends to partner with another company, also provide pertinent information on the subcontractor's history on similar projects.
2. Company and staff qualifications.
3. Location of the office from which the management of the project will take place and name of project manager.
4. Acknowledgement that the "Sample Contract" has been reviewed, Attachment B.
5. A work history of up to three (3) related projects showing for each:
 - a. Name, address and phone number for each client.
 - b. Brief project description.
 - c. Statement as to whether project was completed on time and within budget.
6. Conceptual Design, Attachment A.
7. Costs to complete the scope of work and timeline to complete each task, Attachment A.

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact below. Questions are due to the Town by Friday March 27, 2026 at 5 p.m. Responses will be posted on the Town website by Wednesday, April 1, 2026 at 5 p.m.

Site Visits (4351 VT Route 129, Belvidere VT) can be held upon request.

All proposals in response to this **Request for Proposal** must be received by the point of contact by Monday, April 6, 2026 at 12 p.m. Proposals must be received in a sealed envelope marked "*Belvidere Community Playground*" or emailed with "*Belvidere Community Playground*" in the Subject line by the date and time specified.

Point of Contact

Cathy Mander-Adams
3996 VT Route 109
Belvidere, VT 05442

townclerk@townofbelvidere.com

802.644.6621

Please expect a confirmation email upon receipt of the proposal by Tuesday, April 7, 2026.

RFP Schedule Summary

RFP questions due Friday March 27, 2026 at 5 p.m.

Site Visit held upon request.

Proposals due Monday, April 6, 2026 at 12 p.m.

Estimated Selection by April 15, 2026

V. SELECTION PROCESS

Proposals will be reviewed by the Belvidere Community Club and Belvidere Selectboard. The Belvidere Selectboard will review and evaluate each proposal, based on the criteria below, while also considering the Belvidere Community Club's recommendations. Companies will then be ranked accordingly. Any expenses resulting from site visits and/or the proposal process will be the sole responsibility of the company.

Proposals shall be evaluated based on the information provided and the criteria listed below. Additional information may be requested prior to final selection. Information and/or factors gathered during discussions and/or negotiations shall also be utilized in the final selection decision.

Evaluation Criteria

1. Qualifications of Company and Staff (30%)
2. Conceptual Design (30%)
3. Work Plan (15%)
4. Cost (15%)

VI. CONTRACTING

The Company, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Company is registered with the Secretary of State's Office. The successful Company will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

VII. INSURANCE

Prior to beginning any work, the Company shall obtain Insurance Coverage in accordance with the minimum recommended by the town's insurance carrier, VLCT. The certificate of insurance coverage shall be documented on forms acceptable to the Town.

VIII. AGREEMENT REQUIREMENTS

The selected company will be required to execute a contract with the Town on the terms and conditions required by the Town, including but not limited to compliance with State of Vermont Procurement and Contractual Requirements. A draft contract is enclosed for review, and the final version may be amended before execution.

IX. LIMITATIONS OF LIABILITY

The Town assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The Town will not reimburse any person or entity for any costs incurred.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting independently and not as an officer or employee of the Town. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the Town, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising because of the responding party's acts and/or omissions in or related to the submission of the response.

XII. REJECTION OF PROPOSALS

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

XIV. PUBLIC RECORDS

All records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**ATTACHMENT A
BELVIDERE COMMUNITY PLAYGROUND
DESIGN, EQUIPMENT & INSTALLATION
TOWN OF BELVIDERE, VT**

SCOPE OF WORK AND PROPOSAL FORM

Instructions:

Submit only this form with your proposal – MUST be signed and dated.

Costs for all individual work tasks to be provided, and one lump sum to be totaled and written out below.

Belvidere Community Playground

1. Kick off meeting with a Belvidere Community Club Chairperson and Lamoille County Planning Commission staff person.
2. Design refinement of a school age (5 to 12 years old) public playground area (approx. 58 ft by 35ft) conforming with Public Playground Safety Handbook and standard insurance requirements for public and commercial playground areas and at a minimum includes the following:
 - a. Sling Swings
 - b. Infant Swing
 - c. Climbing Structure(s)
 - d. Slide(s)
 - e. Stand Alone Play Unit(s)
 - f. Risk Management Sign
3. Delineation of playground area.
4. Purchase of playground equipment.
5. Freight of playground equipment
6. Mobilization and installation of playground equipment (including excavation and concrete footings) according to plans, specifications and installation instructions.
7. Communication and coordination with point of contact regarding design, work plan, timeline, playground area layout, etc.

The Town of Belvidere and Belvidere Community Club will be responsible for the cost and implementation of the following:

1. Removal of trees and stumps in proposed play area.
2. Removal of existing play structures and equipment.
3. Excavation of the new playground area to a depth of 12 inches.
4. Purchase and installation of surfacing material.
5. Purchase and installation of play area barriers.

The new playground area must be located in the general location of the existing playground area. The Town has confirmed that Local and State permits are not required for this project.

COST PROPOSAL

Playground Design	\$ _____ (USD)
Playground Equipment	\$ _____
Playground Signage	\$ _____
Freight	\$ _____
Installation	\$ _____
Documentation & Manuals	\$ _____

Total \$ _____

Written out total cost of proposal: _____ **Dollars**

ATTACHMENT B
BELVIDERE COMMUNITY PLAYGROUND
TOWN OF BELVIDERE, VT
SAMPLE CONTRACT

THIS CONTRACTOR AGREEMENT ("Agreement") is made this day of _____, 2026 ("Effective Date") by and between the **Town of Belvidere**, a Vermont municipality located in Lamoille County, Vermont ("Town"), and _____, a Vermont corporation with its principal place of business in _____, Vermont ("Contractor"), hereinafter collectively referred to as the "Parties".

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between _____ and the Town of Belvidere. The _____ shall assist the Town of Belvidere in providing equipment and installation services for this project in accordance with Attachment ____: Request for Proposal titled "_____", submitted on _____, by _____.
- B. This Agreement consists of the body and Attachments _____ and _____, which is incorporated herein. This project is being funded through the State of Vermont Building Communities Grant and associated local match. All pass-through provisions of the State agreement are hereby incorporated into this agreement by reference and attached to this agreement in Attachment _____.

II. GENERAL TERMS AND CONDITIONS

- A. The maximum dollar amount for all services performed under this Agreement shall not exceed **\$40,500**, unless amended.
- B. The period of performance under this Agreement shall commence on _____, 2026, and run through _____, 2026, unless amended.
- C. Ownership of all data and materials collected under this Agreement shall remain with the Town of Belvidere.
- D. Changes, modifications, or amendments in the schedule, terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of _____ and the Town of Belvidere.

- E. The parties agree that _____ and any agents and employees, shall act in an independent capacity and not as officers or employees of the Town of Belvidere.
- F. The Town of Belvidere shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- G. The Town of Belvidere's principal point of contact for the project is Cathy Mander-Adams. Melissa Manka, Senior Planner, is assisting the Town of Belvidere with Project Management.
- H. If _____ shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town of Belvidere shall have the right to terminate this Agreement by giving written notice to _____ at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the Town of Belvidere.
- I. The fees charged for services for the duration of this agreement will be actual costs up to the maximum limit as described in Section 2 (A) of this agreement.
- J. Before commencing work on this Agreement, _____ must provide certificates of insurance to show minimum town required coverages are in effect. It is the responsibility of _____ to maintain current certificates of insurance on file with the Town of Belvidere through the term of this Agreement.
- K. Contractor shall furnish and deliver all materials, equipment, and labor necessary for Contractor to perform the work required by this Agreement at the Belvidere Community Club property, located approximately at lat: 44.748070, long: -72.699860, along with all appurtenances thereto (the "Project"). Contractor shall furnish and deliver all materials, equipment, and labor as specified above, in every respect and to the satisfaction and written approval of the Town, for the work to be completed on or before _____.

III. OBLIGATIONS OF _____

- A. _____ employees will work with the Town of Belvidere in providing the services listed in Attachment ____.
- B. _____ shall maintain documents, payrolls, papers, accounting records and other evidence pertaining to costs _____ incurred under this Agreement with the Town of Belvidere and make them available upon request.

- C. _____ shall invoice the Town of Belvidere for costs incurred based on the completion of this project as detailed in Attachment _____. This agreement will be billed based on the percent of the project completed, up to the maximum agreement amount. 10% of the cost of project will be retained until the project is 100% complete.
- D. _____ shall provide the Town of Belvidere copies of all final documents generated under this project, and draft documents upon request.
- E. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Town of Belvidere deems appropriate.

IV. OBLIGATIONS OF THE TOWN OF BELVIDERE

- A. In consideration of the services to be provided by _____, the Town of Belvidere shall pay _____ after review and approval of invoices submitted in accordance with the provisions of Section III. C.
- B. The Town of Belvidere agrees to participate in meetings with _____ staff and project partners, as necessary.
- C. The Town of Belvidere will make available any requirements (including insurance coverage minimums), information, data, reports, plans, maps, or drawings to _____ to carry out the tasks in this project. All materials belonging to the Town of Belvidere will be returned.
- D. The Town of Belvidere agrees to cooperate with and administratively assist _____ in carrying out its tasks.
- E. The Town of Belvidere agrees to track costs incurred for the "Community Playground Equipment & Installation Services at Belvidere Community Club, Belvidere, VT" project separately.

**ATTACHMENT C:
STANDARD STATE PROVISIONS
FOR CONTRACTS & GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment.

The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that ~~the State, its officers or employees become legally obligated to pay any damages~~ or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs

of work.

- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the ~~Commissioner of Taxes determines that the Party is not in good standing with~~ respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.