



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

## REQUEST FOR PROPOSALS

No. 2017-010

### Playground Design, Equipment Purchase and Installation at Griffith Park

**Solicitation Issued:** October 3, 2016

**Proposal Submissions Due:** November 10, 2016      **Time:** 12:00 PM

**Submissions Received By:** Sean Stevens, Public Works Operations Administrator  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

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**MAYOR**  
Jud Ashman

**COUNCIL MEMBERS**  
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Michael Sesma  
Neil Harris  
Robert Wu  
Ryan Spiegel

**CITY MANAGER**  
Tony Tomasello

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## **SECTION 1: Definitions**

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**City:** “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

**City Manager:** “City Manager” means the City Manager of the City, or his or her designee.

**Contract:** “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

**Contractor:** “Contractor” means the Offeror awarded the Contract.

**Offeror:** “Offeror” means any Person submitting a Proposal in response to this Solicitation.

**Person:** “Person” means any individual, or association or entity recognized by law.

**Price Analysis:** “Price Analysis” means the examination of the Proposal Price to ensure it is fair and reasonable.

**Procurement Webpage:** “Procurement Webpage” means <http://www.gaithersburgmd.gov/government/procurement>.

**Proposal:** “Proposal” means the offer submitted to the City by an Offeror in response to this Solicitation.

**Services:** “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

**Solicitation:** “Solicitation” means Request for Proposals.

**Solicitation Schedule:** “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

**Solicitation Documents:** “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

**Submission Deadline:** “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, by which all Proposals shall be submitted to and received by the City.

**~ END OF SECTION 1 ~**

## **SECTION 2: Introduction and Notices to Offerors**

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### **2.1. INTRODUCTION**

The City is accepting sealed proposals to enter into a contract with a qualified contractor for playground design, equipment purchase and installation at Griffith Park, located at 31 South Summit Avenue, Gaithersburg, Maryland, 20877. This Solicitation is for the provision of a playground design, purchase of playground equipment and installation of the structures designed for the 5 to 12 year old age groups of children. The City will be responsible for removing the old playground equipment, preparing and grading the site for installation, installing the timber border, installing drainage, landscape fabric, gravel base and furnishing and installing safety surfacing.

This Solicitation is listed with a specific budgetary figure and shall cost **no more or no less than the specified budget of \$88,000.00** for the design, equipment and installation. Cost shall include all incidentals as specified.

The selection process will be performed by City Staff and a selection committee of residents from communities surrounding Griffith Park. The staff and residents developed the list of preferred components listed in Section 8.2, Scope of Work, of this Solicitation..

### **2.2. CITY PROFILE**

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. DISCLAIMER**

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror until a contract is executed for the Services described herein.

### **2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

**2.5. ACCEPTANCE**

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

**2.6. RESTRICTED DISCUSSIONS**

Offerors are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Offeror who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

**2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

A. Offerors must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

**2.8. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

**~ END OF SECTION 2 ~**

## **SECTION 3: Solicitation Schedule and Information**

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### **3.1. SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>October 3, 2016</b>	<b>N/A</b>
<b>B. Pre-Submission Meeting:</b> <i>See Subsection 3.2 for additional information</i>	<b>October 12, 2016</b>	<b>at 10:00 AM</b>
<b>C. Offeror Questions Due in Writing:</b> <i>See Subsection 3.3 for additional information</i>	<b>October 21, 2016</b>	<b>by 3:00 PM</b>
<b>D. City's Answers to Questions Issued:</b> <i>See Subsection 3.4 for additional information</i>	<b>October 26, 2016</b>	<b>by 5:00 PM</b>
<b>E. Submission Deadline:</b> <i>See Subsection 4.2 for additional information</i>	<b>November 10, 2016</b>	<b>at 12:00 PM</b>

### **3.2. PRE-SUBMISSION MEETING**

There will be a Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Offerors are expected to bring a copy of all the Solicitation Documents to the Pre-Submission Meeting; the City will not provide any copies of the same.

City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

### **3.3. SUBMISSION OF QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Sean Stevens, Public Works Operations Administrator, at [sstevens@gaithersburgmd.gov](mailto:sstevens@gaithersburgmd.gov); and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

### **3.4. CITY'S ANSWERS TO QUESTIONS**

The City's answers to questions submitted by Offerors will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

## **SECTION 4: Proposal Format, Content, Preparation and Submission**

### **4.1. PROPOSAL FORMAT AND CONTENT**

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall contain information organized into sections as follows:

#### **A. Table of Contents**

The Proposal shall include a table of contents that references each of sections therein.

#### **B. Section 1: Understanding the Requirements and Ability to Meet**

This section of the Proposal: shall address and confirm the Offeror understands the requirements of this Solicitation and possess the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of the Proposal as they relates to the scope and objectives of the project, product and/or service deliverables.

#### **C. Section 2: Work Plan**

This section of the Proposal shall include a proposed work plan ("Work Plan") for the project, which shall, at a minimum:

- Identify all of the tasks required to complete the project.
- Describe the purpose of each task and the requirements and responsibilities thereunder.
- Differentiate between the responsibilities of the Contractor and the responsibilities of the City. The failure by the Offeror to make any such distinction shall signify the Offeror assumes full responsibility for the respective task.
- Identify any anticipated obstacles and propose solutions to such obstacles.
- Identify any meetings that will be required.
- Identify any approvals that will be required from the City, if any.

#### **D. Section 3: Management Plan and Timeline**

This section of the Proposal shall include a timeline ("Timeline") and management plan ("Management Plan") for the project as follows:

- The Timeline, which should coincide with the Work Plan, shall, at a minimum: set forth a realistic plan for the timing of each task in the Work Plan; establish beginning and completion dates for the project; and set forth any and all milestones.
- The Management Plan shall: clearly describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline; and explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline.

**E. Section 4: Firm Experience and Capabilities**

This section of the Proposal shall include an overview of the Offeror's firm and its commitment to provide the Services requested in this Solicitation. The Offeror shall, at a minimum:

- Summarize the organizational structure and size of their firm and provide the firm's date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- Describe the firm's experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.

**F. Section 5: Staff Qualifications, Experience and Capabilities**

This section of the Proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror shall: (i) include the names of the primary project manager, alternate project manager, and each project team member; (ii) describe the functional discipline and responsibilities for all such persons; and (iii) provide a complete resume or a detailed description of each person's education, professional experience, and length of time employed by the Offeror.

In addition, the Offeror shall clearly state if it intends to subcontract any of the proposed work and, if so, provide the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

**G. Section 6: References**

This section of the Bid Proposal shall include the contact information for a minimum of three (3) customers that the Offeror wishes to provide as a reference. References shall be for playground structures completed by the Offeror within the last five (5) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Offeror shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

**H. Section 7: Forms and Documents**

This section of the Proposal shall include the following forms and documents, of which I through VI are included in attachment A hereto:

- I. Addendum and Amendment Acknowledgement Form
- II. Affidavit of Qualification to Propose
- III. Conflict of Interest Certification
- IV. Litigation and Lien Information
- V. Manufacturer Information Sheet
- VI. Proposal Submission Certification
- VII. Executed Proposal Bond (Bid Bond)

**I. Section 8: Renderings and Pricing**

This section of the Proposal shall include the following:

- I. Renderings of the proposed playground and complete descriptive literature and specifications;
- II. A completed and signed Installation Schedule and Price Sheet, a copy of which is included in Attachment A hereto;
- III. An itemized list of all proposed playground equipment; and
- IV. Cost breakdowns of design, proposed equipment, and installation.

**4.2. PROPOSAL PREPARATION AND SUBMISSION**

The Offeror shall submit complete sets of its Proposal in a sealed package ("Proposal Package") in accordance with and subject to the following instructions and conditions:

A. The Proposal Package shall contain the following:

- I. One Original paper Proposal and three (3) identical paper copies thereof. All documents and forms shall be completed in their entirety and, when applicable, shall be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
- II. One (1) identical digital copy of the original paper Proposal on a compact disc or flash drive. The digital copy shall be a single combined file in portable document format (PDF).

B. The following information shall be printed clearly on the outside of the Proposal Package:

- Solicitation Number
- Solicitation Title
- Name of the Offeror submitting the Proposal Package

C. The Proposal Package shall be addressed to the person and submitted to the location shown below; Bid Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive.

Sean Stevens, Public Works Operations Administrator  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878

D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.

E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

F. No partial Proposals will be accepted or reviewed.

~ END OF SECTION 4 ~

## **SECTION 5: Evaluation Criteria and Selection Process**

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### **5.1. AWARD**

Award of the Contract, if any, shall be to the Offeror whose Proposal: (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

### **5.2. SELECTION COMMITTEE**

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project ("Selection Committee") to: (i) review, evaluate and score all Proposals; (ii) conduct interviews, if required; and (iii) select and recommend the most qualified Offeror for the Contract award.

### **5.3. EVALUATION CRITERIA**

The Selection Committee will evaluate each Proposal on the following criteria:

- A. Understanding the Requirements and Ability to Meet
- B. Work Plan
- C. Management Plan and Timeline
- D. Firm Experience and Capabilities
- E. Staff Qualifications, Experience and Capabilities
- F. References
- G. Renderings and Pricing

### **5.4. SELECTION PROCESS**

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

#### **A. Review for Responsiveness**

The Public Works Operations Administrator shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Public Works Operations Administrator shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. In the event a Proposal is determined to be nonresponsive, it shall not be distributed to the Selection Committee.

#### **B. Evaluation and Scoring**

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

#### **C. Interviews**

- A. Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of which who may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the City Manager.

- B. Formal award shall be contingent on the approval by the Mayor and City Council of the City. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

**~ END OF SECTION 5 ~**

## **SECTION 6: General Terms and Conditions**

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The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

**6.1. HEADINGS**

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

**6.2. ACCEPTANCE AND REJECTION OF PROPOSALS**

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

**6.3. ACCURATE INFORMATION**

The Offeror certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

**6.4. ADDENDA AND AMENDMENTS**

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

**6.5. ALTERNATE PROPOSALS**

The Offeror is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

**6.6. BINDING PROPOSAL**

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

**6.7. CONFIDENTIALITY**

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Offeror agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

**6.8. CONTRACT AWARD**

It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

**6.9. ERRORS IN PROPOSALS**

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the City and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

**6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

**6.11. LATE PROPOSALS**

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**6.12. MODIFICATIONS TO PROPOSALS**

The Offeror may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

**6.13. OPTIONAL GOODS AND/OR SERVICES**

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

**6.14. SOLICITATION DOCUMENTS**

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

**6.15. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**6.16. USE OF BROKER**

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**6.17. ACCOUNTING SYSTEM AND AUDIT**

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:
- I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.
  - II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.
- B. The Contractor shall include a similar provision in any and all subcontracts.

**6.18. ASSIGNMENT OF THE CONTRACT**

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

**6.19. CHANGES IN GOODS AND/OR SERVICES**

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

**6.20. CONTRACT DISPUTES**

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

**6.21. DISSEMINATION OF DATA**

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

**6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

**6.23. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

**6.24. FORCE MAJEURE**

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

**6.25. GOVERNING LAW**

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

**6.26. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**6.27. INCONSISTENT PROVISIONS**

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**6.28. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

**6.29. LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

**6.30. NO LIENS**

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

**6.31. NO WAIVER**

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

**6.32. NON-DISCRIMINATION REQUIREMENTS**

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**6.33. NONEXCLUSIVE**

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

**6.34. OWNERSHIP OF MATERIALS**

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

**6.35. PATENTS**

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**6.36. PAYMENT TERMS, TAXES AND INVOICES**

The City shall only pay original proper invoices issued in accordance with the following:

**A. Payment Terms**

The City’s standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

**B. Taxes**

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City’s Sales and Use Tax Exemption Certificate is provided below.



**C. Invoices**

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

**6.37. RECORDS**

The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data. The Contractor shall include similar provisions in all subcontracts.

**6.38. SUBCONTRACTORS**

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

**6.39. SURVIVAL**

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

**6.40. TERMINATION**

**A. Termination for Cause**

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

**B. Termination for Convenience**

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.
- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

**C. Termination for Non-Appropriation of Funds**

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 6~

## SECTION 7: Special Terms and Conditions

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### 7.1. **BONDS**

- A. The Offeror shall submit with its Proposal an executed proposal bond (bid bond) in an amount equal to three percent (3%) of the Offeror's total Proposal price. The bond shall include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond. All proposal bonds shall be retained by the City until the Contract is executed or until such time that an Offeror requests its Proposal to be withdrawn in accordance with Section 6.6 (Binding Proposal) of this Solicitation. The City shall immediately return the proposal bond of any Offeror whose Proposal is deemed by the City to be non-responsive, or shall immediately return all proposal bonds in the event the Solicitation process is canceled by the City.
- B. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (ii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iii) include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- C. Each bond shall be executed in accordance with and subject to the following:
- I. The bonding entity shall: (i) be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations; (ii) maintain a rating of A-minus (A-) or better with A.M. Best; and (iii) consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the bond.
- II. The bond shall include provisions similar to the following:
- ↪ **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*
  - ↪ **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
  - ↪ **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
  - ↪ **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

**7.2. INSURANCE**

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
  - I. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000);
  - II. Professional liability insurance (errors and omissions) in an amount no less than one million dollars (\$1,000,000); and
  - III. Workers' compensation insurance for all non-City employees and workers in an amount not less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

**7.3. OFFEROR QUALIFICATIONS**

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror shall have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- B. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

**7.4. WARRANTY**

All parts of the play structure shall be fully guaranteed against defects in materials and workmanship for a period of at least five (5) years. Exception: vandalism or abnormal use.

- A. Metal or aluminum posts, decks, u-handle, rungs, clamps or walls shall be guaranteed against structural failure due to corrosion, deterioration or workmanship for at least ten (10) years.
- B. All polyethylene components will be guaranteed against structural failure due to corrosion, deterioration or workmanship for at least five (5) years.
- C. Wood components shall NOT be included.
- D. Any parts deemed to be defective shall be furnished absolutely free of charge and delivered to the original shipping address in a timely manner.

**~ END OF SECTION 7 ~**

## **SECTION 8: Scope of Work**

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### **8.1. BACKGROUND INFORMATION**

GRIFFITH PARK is located at 31 South Summit Avenue, Gaithersburg, MD 20877. Through the State of Maryland Program Open Space, the received a grant for the design of playground, purchase of playground equipment and installation of the structures designed for the 5 to 12 year old age groups of children.

The City will be responsible for removing the old playground equipment, preparing and grading the site for installation, installing the timber border, installing drainage, landscape fabric, gravel base and furnishing and installing safety surfacing.

This Solicitation is listed with a specific budgetary figure and shall cost no more or no less than the specified budget of \$88,000.00 for the design, equipment and installation. Cost shall include all incidentals as specified.

Price shall not include Federal Excise or State of Maryland Sales Taxes since the City is exempt from such levies.

### **8.2. SCOPE OF WORK**

A. Playground description and preferred components to include in playground drawing and Proposal. The playground components must include and exclude all of the elements listed including colors. It is the offeror's responsibility to submit a Proposal that includes and excludes the items listed for the composite structure, but is not limited to them. The composite structures are to be designed for 5 to 12 year old age groups. The anticipated life expectancy of the equipment is approximately 15-20 years. If offering a brand of equipment that had never been installed at a Gaithersburg City Park, you will be required to include on your list of references, structures that have been installed at least five (5) years to enable staff to assess their durability.

Offerors shall develop and provide an equipment layout for the project area utilizing the scale of 1"=10', complete with three-dimensional drawings or photos of equipment. A top-view drawing showing the equipment layout within protective area on Exhibit A is required. The composite structures will be designed for the 5 to 12 year old age groups of children. All design plans/drawings shall be in color. Equipment design, equipment and installation will meet current consumer product safety commission guidelines and American Society for Testing and Materials Standards and to meet standards and recommendations for Americans with Disability Act for playground accommodations.

The design, purchase and installation of playground equipment will have a total cost of \$88,000.00 to **furnish, ship and install playground equipment**. Offerors must specify the manufacturer and model numbers offered and submit complete descriptive literature and specifications with the Proposal. This project is funded in whole or in part with state funds and must adhere to all state requirements as further detailed within the request for proposal.

- B. Exhibit A shows the layout of the existing playground. The new playground equipment requested in this Solicitation will be installed in the same area of the park as shown on Exhibit A hereto. The layout of the total protective area for the new playground included as Exhibit A represents the maximum square footage available but all of it does not have to be used. Pictures of the existing playground and the surrounding area are also included to assist you in laying out the design.
- C. The play area for the 5 to 12 year old age group will include a composite structure that will include but is not limited to: slide, rope climber, climbing wall and roof.
- D. The playground design must include a swing set that has three (3) strap seats and one (1) ADA seat and a quad see saw.
- E. Do not include any bubble panels, tic-tac-toe panels, mirror panels, or see-through panels.
- F. The use of earthen berms to ramps shall not be used in this design.

### **8.3. SPECIFICATIONS**

All equipment proposed must conform to current ASTM standards and CPSC guidelines for playground equipment and material quality and to meet standards and recommendations for Americans with Disability Act for playground accommodations. All playground equipment proposed must conform to the specifications detailed below or better. Offeror must indicate variances from these specifications in their proposed equipment response. The following specifications will establish guidelines for strength, quality, appearance, and function. Variance will be allowed as long as these factors are not compromised. The City will make the final decision as to whether or not a variance is acceptable.

- A. Upright Supports and Beams:** Shall be 5" OD, 11 Gauge aluminum extruded seamless tubing, conforming to ASTM B-221 and QQ-Q 200/8. Posts will be in-ground mount. Tensile strength is 45,000 PSI and yield strength is 40,000 PSI. Posts are punch cut to required lengths, and each entire post is coated with a baked-on polyester powder-coat finish. A cast aluminum cap powder-coated to match each post color is factory-riveted to the top end using two (2) aluminum rivets.
- B. Deck Platforms:** Deck platforms shall be constructed of 12 gauge steel. Deck platforms shall include steel underside reinforcements. After all fabrication is complete, entire deck is PVC-coated.
- C. Clamps, Hangers and Fittings:** All clamps are cast of high-strength 356 aluminum. Pipe and deck clamps are 1 3/4" wide with a minimum wall thickness of 3/8", and are powder-coated to match the post color. Each casting is precision-drilled to receive a 1/4" x 1 3/4" zinc-plated steel hinge pin. Each clamp is secured in place using a 5/16" x 1" drive pin to prevent slippage or rotation on the post. Fasteners for clamps are zinc-plated 3/8" x 1 1/4" special tamper-resistant pinned bolt. The pinned head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance. The aluminum alloy used in the casting of clamps shall meet the following mechanical properties:

Ultimate Tensile Strength.....	45,000 psi
Yield Strength.....	26,000 psi
Shear Strength.....	40,000 psi
Elongation.....	8%

**D. Hardware:** Stainless Steel for maximum rust-resistance and durability. Hex-pinned for vandal-resistance.

**E. Steel Tubing:** All climbing and barrier steel components (such as Arch Climbers, Pipe Walls, Overhead rings, etc.) are fabricated from 2 3/8", 1 5/8", and 1 5/16" O.D. 090" wall Allied Steel Flo-Coat (R) galvanized tubing.

**F. Plastic Slides:** All Spiral Slides, Wave Slides, Curved Slides, Double Wide Slides, and Tunnels are rotationally molded of linear medium-density polyethylene with the following standard characteristics. All plastic slides shall be made of one piece, rotationally molded color impregnated linear low density polyethylene. All slides shall be double wall construction, 1/4 nominal wall thicknesses.

- Added UV-light inhibitor
- 1/4" (.250) walls
- Tensile Strength at Yield: 2,900 psi
- Flexural Modulus at 120,000 psi
- Density per ASTM D-505 and a value of .938
- Brittleness temperatures per ASTM D-746
- Less than - 180 degrees F.

**G. Roofs:** Roofs shall be rotationally molded from an extremely durable medium-density polyethylene with ultraviolet (UV) light stabilizers and color molded in.

**H. Polyester Powder-Coating Process:** All powder-coated parts are completely cleaned and a zinc phosphate pretreatment with chromic acid sealer is applied. Powder-coating is then electro-statically applied and oven-cured at 325 to 425 degrees F. Polyester powder shall meet or exceed ASTM standards for Adhesion, Hardness, Flexibility, Impact, Overbake Resistance, and Salt Spray resistance. Colors shall be specified.

**I. Poly-vinyl chloride (PVC) Coating:** All expanded metal deck platforms, steps, bridge planks, ramps, and chains are PVC-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated to 400 degrees F and immersed in liquid poly-vinyl chloride. The PVC contains a flame-retardant additive and a UV-ray stabilizer to maintain color. PVC coating is applied at 100-150 mils thickness. Colors shall be specified, and the following characteristics apply:

Tensile Strength.....	2,800 psi
Elongation.....	290%
Tear Strength.....	420 lbs./in.
Hardness, Shore A.....	92+/-2

**J. Welds:** Shall be stainless steel to prevent rust.

#### 8.4. **DESIRED GOODS AND SERVICES**

##### **A. Overview**

Specifications provide a general guide as to quality, design and safety necessary for the playground equipment to provide the function intended.

The City may waive minor differences in specifications provided these differences do not violate the specific intent nor materially affect the quality, operation and/or safety for which the items are being purchased.

##### **B. Installation**

After receipt by the Contractor of a NOTICE TO PROCEED from the City, the work shall be completed as follows:

- The Contractor shall install the playground equipment in accordance with the manufacturers installation requirements and the safety guidelines specified in *Section 7.4/3.- Conformance Guidelines*.
- State maximum time after the contract is signed and the Notice to Proceed is issued to complete installation of the play structures specified in the Installation Schedule form in Section 9. It is important that work be vigorously prosecuted until completion. For each day that any work remains uncompleted beyond the submitted maximum installation schedule, the contractor shall be liable for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day.
- Installation will begin with a site visit with the installation contractor and the City Supervisor of Parks Maintenance to inspect the site conditions, set appropriate grades and finalize playground equipment layout.

##### **C. Conformance Guidelines**

All play structures must comply with the guidelines set forth by the Consumer Product Safety Commission and the standards set forth by the American Society for Testing and Material. Each and every function of the structure shall be capable of withstanding the maximum potential use without failure, and still maintain complete user safety.

##### **D. Substitutions**

Substitutions may be made as long as they don't alter the specific intent of the play function. If a substitution is made, it must be accompanied by complete descriptive literature and a cost analysis in respect to the specified equipment. Substitutions in hardware must be accompanied by complete specifications and a written explanation of how the quality and effectiveness will not be diminished.

##### **E. Product Liability**

The playground equipment manufacturer must carry product liability insurance of at least \$1,000,000 and **provide a certificate of insurance with the Proposal showing proof of such insurance.**

**F. Construction Documents**

Installation instructions must be included with the play structure when delivered and installed. These instructions must be specific in all regards to the step by step assembly of the structure. Assembly procedures must be presented so as to allow construction without special training or the need for professional assistance. Any and all procedures relevant to product liability must be clearly stated. The instructions will include a measured footer layout and illustrations showing parts and assembly. All components shall be ready for assembly without any cutting, drilling, sizing, etc., needed.

**~ END OF SECTION 8 ~**

## **SECTION 9: Attachments and Exhibits**

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### **9.1. ATTACHMENT A**

The following documents and forms attached hereto as Attachment A:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Propose
- ↳ Conflict of Interest Certification
- ↳ Installation Schedule and Price Sheet
- ↳ Litigation and Lien Information
- ↳ Manufacturer Information
- ↳ Proposal Submission Certification

### **9.2. EXHIBIT A**

The following document is incorporated herein and attached hereto as Exhibit A:

- ↳ Existing Playground and Layout of the Total Protective Area for the New Playground.

**~ END OF SECTION 9 ~**

# **REQUEST FOR PROPOSALS**

**No. 2017-010**

**PLAYGROUND DESIGN, EQUIPMENT PURCHASE AND  
INSTALLATION AT GRIFFITH PARK**

**ATTACHMENT A**

**Documents and Forms**



# City of Gaithersburg

## Addendum and Amendment Acknowledgment

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

### **ADDENDUM/AMENDMENT ACKNOWLEDGMENT**

1.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

2.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

3.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

4.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

5.  Addendum /  Amendment No: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Proposal.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Affidavit of Qualification to Propose

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the \_\_\_\_\_ and the duly authorized representative of the entity \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

\*2. The entity \_\_\_\_\_ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

**Affidavit of Qualification to Propose**

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violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Proposal is accepted, this Offeror will contract to do, for the price stated in the Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Conflict of Interest Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

\*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: \_\_\_\_\_

\* Federal ID No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

(P) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **CONFLICT OF INTEREST CERTIFICATION**

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of \_\_\_\_\_ that no  
*Name of Entity*  
employee or agent of \_\_\_\_\_ is a member, employee,  
*Name of Entity*  
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

\_\_\_\_\_

**Conflict of Interest Certification**

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I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Installation Schedule and Price Sheet

Solicitation No. 2017-010

The Offeror shall complete this form in its entirety and return it with its Proposal. The Offeror shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

Name of Offeror: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

### 1. INSTALLATION SCHEDULE

State the maximum amount of time for the equipment to be ordered, delivered and installed once the contract is signed:

\_\_\_\_\_ Days

If the project is delayed due to inclement weather, unfavorable ground conditions, or any other condition beyond the control of the contractor, the contractor may submit a request in writing to the City for an extension for the installation schedule. The City, at its sole discretion, will approve or deny the request based upon circumstances surrounding the delay.

### 2. PROPOSAL PRICE

Design Cost: \$ \_\_\_\_\_

Proposed Playground Equipment Cost: \$ \_\_\_\_\_

Installation Cost: \$ \_\_\_\_\_

**Total Cost: \$ 88,000.00**

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Date of Proposal: \_\_\_\_\_

Proposal Authorized by: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



# City of Gaithersburg

## Litigation and Lien Information

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **LITIGATION INFORMATION**

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes /  No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<b><u>Case Number</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Summary</u></b>
_____	_____	_____	_____
_____	_____	_____	_____

### **LIENS**

Does your entity have any outstanding mechanics liens?

Yes /  No

If yes, please explain: \_\_\_\_\_

Does your entity have any outstanding tax liens?

Yes /  No:

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name

Solicitation No. 2017-010

The Offeror shall complete this form in its entirety and return it with its Proposal. The Offeror shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

**1. 5 TO 12 YEAR OLD AGE GROUP COMPOSITE STRUCTURE**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**2. SLIDE**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**3. CLIMBING WALL SYSTEM**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**4. ROPE CLIMB**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**5. STAND ALONE QUAD SEE SAW**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**6. TWO FRO SWING: Strap Type**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**7. ADA COMPLIANT SWING**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**8. \_\_\_\_\_**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**9. \_\_\_\_\_**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**10. \_\_\_\_\_**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**11. \_\_\_\_\_**

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

12. \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

13. \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

14. \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

15. \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

SERIES: \_\_\_\_\_

MODEL NUMBER: \_\_\_\_\_

**TOTAL SQUARE FOOTAGE OF PROTECTIVE AREA REQUIRED FOR PROPOSED PLAYGROUND DESIGN \_\_\_\_\_ square feet.**



# City of Gaithersburg

## Proposal Submission Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **PROPOSAL SUBMISSION CERTIFICATION**

The response to Solicitation No. \_\_\_\_\_ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for the State of \_\_\_\_\_ and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.**

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

Printed Name

# **REQUEST FOR PROPOSALS**

**No. 2017-010**

**PLAYGROUND DESIGN, EQUIPMENT PURCHASE AND  
INSTALLATION AT GRIFFITH PARK**

## **EXHIBIT A**

**Existing Playground and Layout of the  
Total Protective Area for the New Playground**



Griffith Park 5-12 year old playground and swing replacement

100 Feet

Area of playground approx. 5,000 sq. ft.

50 Feet







G  
GRIFFITH PARK  
SCHOOL  
A BUNNY HILL



Gaithersburg  
A CHARACTER COUNTS! CITY  
**GRIFFITH PARK**  
at City Hall  
29 S. SUMMIT AVENUE

