



TOWN OF CENTREVILLE
INVITATION FOR BIDS

**MILLSTREAM PARK:
EQUIPMENT
AUGUST, 2009**

CONTACT:
PJ. Townsend, Town Clerk
101 Lawyer's Row
Centreville MD 21617
410.758.1180; 410.758.4741 (Fax); 410.829.6728 (cell)
PTownsend@TownofCentreville.org

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INVITATION FOR BIDS
August, 2009

Millstream Park: Equipment

The Town Council of Centreville (Maryland) invites bids for new equipment at Millstream Park. Sealed bids meeting the specifications outlined in this Invitation for Bids will be received until 2:00 p.m., September 11, 2009, at which time bids will be opened and publicly read aloud.

Copies of the bid package and specifications may be obtained by contacting the Centreville Town Hall at 410.758.1180. Sealed proposals, clearly marked "Millstream Park: Equipment Bid," should be addressed to the Town Clerk, Town Hall, 101 Lawyer's Row, Centreville, Maryland 21617, and submitted according to instructions outlined in this Invitation for Bids.

The Town of Centreville reserves the right to reject any and all bid proposals, to waive any requirements, and to accept all or part of any proposal, when considered to be in the best interests of the Town. Contract award resulting from this Invitation is subject to the review and recommendation of the Centreville Park Advisory Board, and approval of the Town Council of Centreville.

PJ. Townsend, Town Clerk, is the contact for this Invitation for Bids, and can be reached at 410.758.1180 (Office), or 410.829.6728 (cell).

The Town of Centreville is an Equal Opportunity Employer. Discrimination based on age, sex, race, handicap, or national origin, is expressly prohibited.

INSTRUCTIONS TO BIDDERS

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SECTION 1 – INTRODUCTION

The Town Council of Centreville is accepting sealed bid proposals for equipment at Millstream Park. Specifications and standards for that equipment are included as part of this Invitation for Bids in the section titled “General Specifications.”

SECTION 2 – BID INSTRUCTIONS

Bids shall be submitted to the Town Clerk, Town of Centreville, 101 Lawyer’s Row, Centreville, Maryland 21617. Bids must be received not later than the date and time specified on the Invitation for Bids. All proposals must be enclosed in a separate, sealed envelope labeled in accordance with the instructions in the Invitation for Bids. Unless otherwise noted in the Invitation for Bids, bids will be opened and publicly read immediately after the deadline for bid receipt.

SECTION 3 – BID FORMS

All bids must be submitted on the attached Standard Bidding Form. All blank spaces for bid prices must be completed, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item(s) being bid in accordance with the Invitation for Bids and specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates that are specifically requested by the Town will receive consideration.

SECTION 4 – BID SECURITY

(Not applicable)

SECTION 5 – OMISSION OF SPECIFICATIONS

The omission of the Town of Centreville of any specifications or details of any specification, which would normally apply to the products or service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used. Workmanship shall also be of first quality. All parts, equipment, and/or materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service, and its maximum intended purpose.

SECTION 6 – MODIFICATION OR WITHDRAWAL OF BIDS

1. Pre-Opening Modification or Withdrawal of Bids

- a) Procedure: Bids may be modified or withdrawn by written notice received by the Town Clerk before the time and date set for bid opening.
- b) Disposition of Bid Bond: If a bid is withdrawn in accordance with this procedure, the bid bond, if any, shall be returned to the bidder.

2. Late Bids, Late Withdrawals, and Late Modifications

- a) Policy: Any bid, request for withdrawal, or request for modification received at the place designated in the Invitation for Bids after the time and date set for receipt of opening of bids, is late.
- b) Treatment: A late bid may not be considered under any circumstances and will be mailed to the bidder's last known address unopened. Late modifications and late withdrawals may be considered by the Town Council, and allowed if in the best interest of the Town.

SECTION 7 – SUBSTITUTIONS

The materials, products, and equipment described in the Invitation for Bids establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitution shall be considered prior to the receipt of bids unless a written request for approval has been received at least ten (10) calendar days prior to the receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted including drawings, cuts, performance, and test data, and any other information necessary for evaluation.

SECTION 8 – ADDENDA

Addenda will be faxed and/or mailed or delivered to all vendors who are known to have received an Invitation for Bids. Copies of addenda will be made available for inspection wherever the Invitation for Bids is on file for that purpose. No addenda will be issued later than two working days prior to the posted date for receipt of bids, except an addendum withdrawing the Invitation for Bids, or one which includes postponement or extension of the date for receipt of bids.

SECTION 9 – ALTERNATES

An alternate is a dollar amount to be added or subtracted from the base bid price. The Town Council may request alternate prices to compare various options that may be in its best interest. The Town shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and accepted alternates.

SECTION 10 – EXCEPTIONS TO BID SPECIFICATIONS

Any bidder taking an exception to requested specifications must make these exceptions clear and in writing on the bid form. Additional information regarding exceptions can be

attached to and submitted with the sealed bid proposal. However, this Section is not to be construed that the Town of Centreville is obligating itself to accept anything other than the specifications requested elsewhere in this Invitation for Bids.

SECTION 11 – CONTRACT AWARD

It is the intent of the Town Council of Centreville to award a contract using the criteria provided herein within thirty (30) calendar days following the bid opening. Acceptance of a bid proposal and award of the contract is subject to the approval of the Town Council, which reserves the right to reject any/all bids.

SECTION 12 – BASIS OF AWARD

Bids shall be awarded based on the following criteria:

- 1) Lowest responsive and responsible price as indicated by the total price on the bid form(s).
- 2) Compliance with specifications.
- 3) Compliance with the terms of this Invitation for Bids.
- 4) Ability of bidder to perform or deliver on time.
- 5) Manufacturer's warranty, as applicable.

SECTION 13 – VENDOR'S ABILITY

The Town of Centreville may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Town all such information and data deemed necessary by the Town for this purpose.

SECTION 14 – WAIVER OF TECHNICALITIES

The Town Council of Centreville reserves the right to waive formalities or technicalities in bids when acting in the best interest of the Town of Centreville.

SECTION 15 – BUDGET FUNDING

A contract made as a result of this bid shall be subject to the appropriation of funds by the Town of Centreville. If the Town Council of Centreville does not appropriate any funds, then the contract shall be null and void. If the project is contingent on the award of grant funds, any contract that results from this Invitation for Bids shall only be valid if the grant funds are actually awarded to the Town of Centreville.

SECTION 16 – CONTRACT DOCUMENTS

The contract documents shall include the Invitation for Bids, standard bid form(s), general specifications, instructions to bidders, bid envelop and addenda (if any),

agreement and/or any other documents which are clearly intended to be a part of this contract.

SECTION 17 – CHANGES TO CONTRACT DOCUMENTS

Changes to the contract documents shall be made only in writing and copies will be mailed to all known prospective bidders. The Town Council assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the Town of Centreville or any other person shall not affect the risks or obligations assumed by the bidder/contractor, or relieve s/he from fulfilling any of the contract conditions.

SECTION 18 – INTERPRETATION OF THE CONTRACT DOCUMENTS

In the case of a discrepancy among any of the materials contained in the contract documents, the order of priority in determining the Town's interpretation is as follows:

- 1) Special Provisions
- 2) General Specifications
- 3) Detailed Specifications
- 4) Information to Bidders

SECTION 19 – RESERVATION

The Town Council of Centreville reserves the right to increase or decrease quantities and/or projects at their discretion.

SECTION 20 – TAX EXEMPTION

The Town of Centreville is exempt from paying all federal, state and local excise tax.

SECTION 21 – TRADE AND BRAND NAMES

The use of references to any trade or brand names in this Invitation for Bids shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

SECTION 22 – FEDERAL ASSISTANCE

The Town of Centreville shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color or national origin, be excluded from, denied the benefits of, or discriminated against, under any program or activity receiving federal financial assistance.

SECTION 23 – WARRANTY

Goods and services provided through this proposal shall be subject to warranty statements and requirements as defined under the Special Provisions section of this Invitation for Bids. Warranty will be considered when awarding the bid.

SECTION 24 – EQUAL OPPORTUNITY EMPLOYMENT

Contractors shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, or age. The bidder affirms this by submission of the bid form.

STANDARD BIDDING FORMS

Gentlemen:

We hereby submit for your review the following proposal as requested by the Invitation for Bids. This Bid Form includes and incorporates all information and specifications as required by the CONTRACT DOCUMENTS, as described in Section 16 of the Instructions to Bidders, the same as if specifically written herein.

MILLSTREAM PARK: EQUIPMENT

TOTAL BID AMOUNT: _____

Bid Price per Item (List each item and the specific price for that item; Attach additional sheets as necessary)

a) Play Structure (5-12 years) Total Price: _____ ; Itemized Price: _____

b) Play Structure (2-5 years) Total Price: _____ ; Itemized Price: _____

c) Swing Set (All ages) Total Price: _____ ; Itemized Price: _____

d) Climbing Structure Total Price: _____ ; Itemized Price: _____

e) Benches (3) Total Price: _____ ; Itemized Price: _____

f) Umbrella Shade Cover Total Price: _____ ; Itemized Price: _____

g) Trash Receptacles Total Price: _____ ; Itemized Price: _____

h) Bike Rack Total price: _____ ; Itemized Price: _____

i) Playground Rules Signage Total Price: _____ ; Itemized Price: _____

o) Relocation/Installation Total Price: _____ ; Itemized Price: _____

DELIVERY (OR) DATE TO BEGIN WORK _____

DATE TO COMPLETE WORK _____

BIDDER: _____

AGENT: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SUBMITTED BY:

(Signature of Authorized Agent)

(Title)

THIS ____ DAY OF _____, 2009.

ATTEST:

ACCEPTED:
THE TOWN COUNCIL OF CENTREVILLE

Frank C. Ogens, President

Bob McGrory, Town Manager

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the (Title) _____ and the duly authorized representative of the firm of (Name and address of Corporation) _____
_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I nor the above firm, 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 or any county, bi-county or multi-county agency, or subdivision of the State 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 or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, position with the firm, and the sentence or disposition, if any).

I acknowledge that this affidavit is to be furnished to The Town Council of Centreville, the Town Attorney, and where appropriate, the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, The Town Council of Centreville may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

(Signature) _____

(Date) _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of (Name and address of corporation)

AND THAT NEITHER I, nor to the best of my knowledge, information and belief, the above firm or any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein, or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(Signature)

(Date)

(Printed or Typed Name)

FALSE PRETENSES AFFIDAVIT

I, _____, the undersigned _____ of
(Title)

_____, being first duly sworn on oath, affirm and
(Name of Business Entity)

state this _____ day of _____, 2009, that I hold the

aforementioned office in

(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

_____(SEAL)

Name: _____

Title: _____

Affidavit to be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

SIGNATURE FORM

Name of Bidder: _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Street Name & Number: _____

City, State, Zip Code: _____

Telephone Number: _____

Date: _____

Bidders Federal Employers Identification No.: _____

Bidders Contractors License and Permit Numbers:

GENERAL SPECIFICATIONS

MILLSTREAM PARK: EQUIPMENT

1. GENERAL DESCRIPTION:

The objective of this project is to provide equipment for Millstream Park in the Town of Centreville. The proposed equipment includes both recreational (play structures) and related amenities (benches, bike racks, signage, trash receptacles, and umbrella) which together will result in an overall revitalization of the park.

2. LOCATION:

The complete project will be in Millstream Park, Centreville, Maryland 21617. The park is located on South Liberty Street.

3. SCOPE OF WORK:

Scope of Work shall include the following components and specifications.

- a) Play structure appropriate to 5 -12 year old children, installation of same including safety surface of pervious material and wheelchair accessible, excavation of play area, removal and disposal of existing equipment in same area, and disposal of dirt from excavation.
- b) Play structure appropriate to 2 – 5 year old children, installation of same including safety surface of pervious material and wheelchair accessible, excavation of play area, removal and disposal of existing equipment in same area, and disposal of dirt from excavation.
- c) Swing set appropriate to all ages, to include a mix of tot seats and regular seats, installation of same including safety surface of pervious material and wheelchair accessible, excavation of swing set area, and disposal of dirt from excavation.
- d) Stand alone climbing wall appropriate to most ages, installation of same including safety surface of pervious material and wheelchair accessible, excavation of climbing wall area and disposal of dirt from excavation.
- e) Benches, up to three (3), to be configured in an adult seating area appropriately located with play structures, of recycled material, installed and anchored against theft and extreme weather.

- f) Umbrella shade cover for bench seating area described in paragraph “e,” estimated to be approximately 18’ X 12’, installed and anchored against theft and extreme weather.
- g) Stationary trash receptacles, of a design consistent with other proposed project components and with current Town of Centreville standards, installed and anchored against theft and extreme weather.
- h) Bike rack to accommodate up to seven (7) bicycles, installed and anchored against theft and extreme weather.
- i) “Playground Rules” signage, at least two (2), to be collocated with play structures, installed and anchored against theft and extreme weather.
- j) All equipment proposed is to be listed by individual item on the bid forms with each item priced individually, quantity discounts and freight noted, and each part of excavation and installation pricing separately quoted. Trade name(s), model numbers, style, color, and specifications regarding equipment components are to be provided as a part of the bid.
- k) All equipment proposed is to be ADA accessible to the extent practicable and as required by law.
- l) All turf shall be left in good condition surrounding replaced/installed equipment, and shall be replaced as necessary to meet park turf conditions at the time of installation. No grass areas or other flora in the park shall be damaged or otherwise disturbed through this project, except as necessary to meet project specifications, and any damaged or disturbed flora shall be replaced to the satisfaction of the Town of Centreville.
- m) Color choices included in the prices quoted shall be listed (with chips provided as available), and relevant up-charges for additional color selections shall be provided as a separate item.
- n) Manufacturers specifications for aluminum components; stainless steel components; powder coat paint finishes; welded components; plastisol coating; post caps; bolts, nuts, and fasteners; rotationally-molded plastic parts; plastic sheet high-density polyethylene parts; decks, stairs, panels, and other features, shall be included, clearly stated, and of the highest industry standard at the time of response to this Invitation for Bids.
- o) Removal, relocation, and installation of two existing playground structures, approximately one mile, to Creamery Lane entrance of Millstream Park. Each structure is to be bid individually, with removal, relocation,

installation pricing separately quoted. Safety surfacing of bidder's choice to be quoted with pricing and installation itemized.

4. SCHEDULE:

Work shall commence following the Notice to Proceed issued by the Town of Centreville. Unless otherwise agreed, work schedule shall be in accordance with projected time frames provided on the Bid Form.

5. INSPECTIONS:

- a) Pre-Bid. Pre-bid inspections shall be at the discretion of the bidder. Bidders wishing to schedule a pre-bid inspection should contact the Town Clerk at 410.758.1180 (office), or 410.829.6728 (cell).
- b) Construction. The successful bidder shall notify the Town at specific phases of construction to allow inspection by the Town Manager, the Project Manager, or a designee. Inspections shall occur, at a minimum, after excavation, upon completion of safety surfacing, upon installation of equipment, and upon completion of each component and full project.
- c) Final. The successful bidder shall notify the Town Manager, Project Manager or designee, upon completion for final inspection by the Town of Centreville.

6. NOTIFICATIONS:

The successful bidder shall notify the Town Clerk at least forty-eight (48) hours in advance of beginning work. Notifications may be by telephone at 410.758.1180 (office), or 410.829.6728 (cell). The Town of Centreville will also be notified of any delays not in accordance with the schedule provided on the bid form(s) submitted in response to this Invitation for Bids.

7. PAYMENT:

The successful bidder for this project may make draws for payment on completion of stages of the project after each proposed stage is inspected and found satisfactory to the Town of Centreville, and upon completion of a final inspection satisfactory to the Town. All stages proposed for draws shall be clearly outlined in the bid form(s) submitted in response to this Invitation for Bids. The Town shall make payment to the successful bidder within thirty (30) days of receipt of invoice.

8. WORKMANSHIP:

All work shall be completed to the highest standards, and at any rate in accordance with acceptable industry standards.

9. WARRANTY:

Manufacturers warranties shall apply to all equipment installed, and shall be included with the bid proposal submitted in response to this Invitation for Bids. The successful bidder shall warrant all work against all defects and failures for a period of not less than one year from the date of final inspection. The successful bidder shall be responsible for any and all repairs required during the warranty period at no additional cost to the Town.

10. INSURANCE:

The successful bidder shall provide general liability insurance in the following amounts: personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate where insurance aggregates apply, and property damage liability insurance with limits of \$100,000.00 for each occurrence. All insurance shall be maintained with an insurance company duly licensed and qualified to do business in the State of Maryland. The successful bidder shall provide the Town with a Certificate of Insurance evidencing the insurance required by this section, naming the Town of Centreville as an additional insured, and providing that the Town shall be given at least thirty (30) days prior, written notice of the cancellation of, intention not to renew, or material change in the coverage. The successful bidder must provide the Certificate of Insurance prior to undertaking any work on the proposed project, and evidence of the ability to provide the required insurance should be so stated in the proposal submitted in response to this Invitation for Bids.

11. COMPLIANCE WITH LAWS:

The successful bidder shall, without any additional expense to the Town, be responsible for complying with any and all applicable federal, state and Town laws, codes, and regulations in connection with the goods and/or services provided, including, but not limited to, obtaining any licenses required by the successful bidder to perform the services herein contracted for.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2009, between the Town of Centreville, Maryland, a municipal corporation of the State of Maryland ("Town") and _____ ("Contractor"), whose address is: _____

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and _____ hereby agree as follows:

1. SERVICES PROVIDED: The Contractor shall complete the work as specified in the attached General Specifications attached hereto as Exhibit A.
2. PAYMENT TERMS. The Town agrees to pay _____ in accordance with the Bid Forms attached hereto as Exhibit B.
3. BINDING EFFECT OF AGREEMENT: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
4. OTHER PAYMENTS, TAXES, AND EXPENSES: Except as may be specifically agreed upon by the parties in writing, _____ shall be entitled to no fee, bonus, contingent payment or any other amount in connection with providing the service. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of _____ in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. _____ covenants to maintain all applicable insurance in such amounts and form as are determined by the Town from time to time to be appropriate. _____ further agrees to provide evidence of such insurance upon request by the Town. It is expressly understood and acknowledged by the parties hereto that the fees or charges payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other government taxes or charges. The parties hereto further recognize that _____ is an independent supplier of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that _____ is deemed not to be an independent contractor by any local, state or federal government agency, _____ agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses including but not limited to, attorney's fees, incurred thereby.
5. INDEMNIFICATION: _____ hereby acknowledges and agrees that it shall be responsible for and indemnify, defend and hold the Town harmless from and against any and all claims, damages, losses, personal injury and expenses, arising out of or relating to its responsibilities under this Agreement, or for its failure to perform the obligations of this

Agreement, including but not limited to any costs incurred by the Town in defending such claim, including reasonable attorney's fees and expenses.

6. WORKERS' COMPENSATION INSURANCE: _____, at its own cost throughout the term of this Agreement shall maintain statutory workers' compensation coverage and unemployment insurance as required by the State of Maryland. The Town will deduct 2.77% of each payment to _____ if it fails to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Certificates of Insurance required by this paragraph shall provide that the Town shall be given at least thirty (30) days advance written notice of cancellation, intention not to renew, or material change in the coverage. _____ must provide this Certificate of Insurance prior to providing supplies and materials pursuant to this Agreement.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE _____ OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY _____ IN THE CONTRACT AWARD, OR FOR WHICH _____ MAY BE LIABLE BY LAW OR OTHERWISE.

7. INSURANCE: _____ shall provide general liability insurance in the following amounts:

Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate where insurance aggregates apply/and Property damage liability insurance with limits of \$100,000.00 for each occurrence. All insurance shall be maintained with an insurance company duly licensed and qualified to do business in the State of Maryland.

_____ shall provide the Town a Certificate of Insurance evidencing the insurance required by this section, naming the Town of Centreville as an additional insured and providing that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. _____ must provide the Certificate of Insurance prior to providing the Services to the Town.

8. COMPLIANCE WITH LAWS: _____ shall, without any additional expense to the Town, be responsible for complying with any and all applicable Federal, State and Town laws, codes, and regulations in connection with the Services, including but not limited to obtaining any licenses required by _____ to perform the Services herein contracted for.

9. MAILING OF NOTICES: Any required notices or other communications under this Agreement shall be in writing and personally delivered or sent by facsimile and mailed as follows:

If to Town: The Town of Centreville
 101 Lawyer's Row
 Centreville, MD 21617
 Phone: 410-758-1180

FAX: 410-758-4741

If to Vendor: _____

or to such other person or address as either party shall designate by a notice in writing to the other. Any such notice shall be deemed given when personally delivered or when sent by facsimile and deposited, properly addressed and postage prepaid in the United States mail.

10. ASSIGNMENTS: _____ shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by _____ with any other party for furnishing the goods or services without the prior approval of the Town.

11. Town Right to Terminate: The supplies or materials may be immediately terminated by the Town upon written notice when the Town, in its sole and absolute discretion, determines such action to be in its best interest. Upon such termination, the Town shall be liable to _____ only for payment for supplies or materials actually provided prior to the effective date of the termination.

12. Entire Agreement: The Contract contains all of the terms and conditions agreed upon by the parties hereto and no other agreement oral or otherwise, regarding the subject matter shall be deemed to exist or bind either of the parties hereto. Moreover, this Agreement may not be modified except in writing by both parties if required by law.

13. LAW CONTROLLING: It is the understanding of the parties that this Agreement shall be controlled by the laws of the State of Maryland, and any suits brought by either party to enforce the terms hereof shall be brought in the courts of the State of Maryland for Queen Anne's County and the parties consent to the jurisdiction thereof and waive any right they may otherwise have to transfer or remove such action to any other forum.

14. SEVERABILITY CLAUSE: If any word, phrase, clause, sentence or section of this Agreement shall be held unconstitutional or otherwise void or unlawful, such holding shall not affect the validity of the remainder of this Agreement. Either party's failure to enforce any provision of this Agreement shall not waive such party's right to enforce any other provisions of this Agreement.

15. CONFLICT OF INTEREST: The person executing this Agreement on behalf of the

_____ certifies that he understands the provisions of the Town of Centreville Charter and Code, dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

16. WAIVER: The failure of the Town to exercise any right or remedy available to it under this Agreement or to demand the prompt performance of any obligations assumed by _____ under this Agreement shall not be deemed a waiver of such right or remedy or any other right or remedy available to the Town.

17. SET-OFF: In the event that _____ shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the _____ against any compensation due to _____ for the provision of the Services.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicated originals, any one of which shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

TOWN OF CENTREVILLE:

By: _____

WITNESS:

Name

Vendor:

Name

Title

Address

Federal Identification Number

Approved as to form and sufficiency:

Town Attorney

VENDOR BID LIST

Mid-Atlantic Products, Inc.
7328 Church Hill Road
Chestertown MD 21620

Playground Specialists, Inc.
17352 North Seton Avenue
Emmitsburg, MD 21727

Sparks@Play, LLC
3705 Crondall Lane
Owings Mills MD 21117

Recreation Resource, Inc.
Post Office Box 371
Kennett Square PA 19348

West Recreation, Inc.
Post Office Box 487
Queenstown MD 21658

(Town of Centreville Webpage; Record Observer; Star Democrat)