



TOWN OF UNION BRIDGE

Request for Proposal

**Town of Union Bridge
Community Center
Playground Improvements**

SUBMIT BID TO:

Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

REQUEST ISSUED: July 22, 2026
PROPOSALS DUE: August 17, 2026

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I. GENERAL INFORMATION

Proposals will be evaluated according to the evaluation criteria outlined in this Request for Proposal (RFP).

All questions about the format of this RFP shall be directed to:

Mike Reynolds
Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791
Email: mreynolds@unionbridgemd.org

All questions must be submitted in writing. A written response, including the question, will be faxed or emailed to all potential vendors.

The award shall be made to the bidder whose proposal is determined in writing to be the most favorable to the Town of Union Bridge, considering all evaluation criteria outlined in this RFP. The Town of Union Bridge reserves the right to reject any proposals submitted in response to this RFP. Furthermore, the Town reserves the right to select the bid that is in the best interests of the Town and is not bound to select the lowest bid, in accordance with Union Bridge Town Code 20-60(c).

The Town of Union Bridge, Maryland, is requesting proposals from playground equipment and design companies to lead both the design and installation of the new playground structures and play surface at the Community Center Playground, located at **4770 Ladiesburg Road, Union Bridge, MD 21791.**

Sealed proposals will be accepted at the Town Office until **10:00 a.m. on Monday, August 17, 2026**, at which time they will be publicly opened and read aloud. Proposals received after the bid closing time will be returned to the bidders unopened. Proposals will not be accepted by fax, phone, or email. A Contract Services Agreement will be executed between the selected contractor and the Town, and the award will be made subject to the Town Council's approval of the bid at the **August 24, 2026, Town Council Work Session Meeting.**

II. STATEMENT OF WORK

A. General Description:

The Town of Union Bridge is seeking proposals from qualified playground design teams and playground equipment companies to provide design renderings, play structure inventory, and to lead the construction of the playground at the Community Center Playground. This phase includes sourcing all the equipment and materials necessary to meet the Town's requirements. Proposals are to focus on the playground equipment and play surface area only within the park.

The playground area targeted for this phase of the upgrade is approximately 2,300 sq ft., located within a larger play area. Equipment and layout must include inclusive options and provide ADA-compliant access to at least 50% of the playground area. The Town of Union Bridge is open to considering layouts and other unique play structures that match the needs and desires of the Town and stay within the budget.

B. List of Preferred Features (Budget Permitting):

a. Universal Accessibility:

- i. Poured-rubber surfaces and ramps allow wheelchair and walker access directly into the core play structures.
- ii. Sensory play panels
- iii. Sound gardens with xylophones
- iv. Adaptive bucket swings.

b. Age-Separated Zones:

- i. Dedicated areas are heavily preferred with "tot lot" sections for ages 2-5 and more adventurous play zones for older children (ages 5-12).

C. Scope of Work:

The Town of Union Bridge is looking for a company that can source, deliver, and install playground equipment and play surface. The planned budget for Phase One of the playground project is \$196,000.

- Remove and dispose of existing play structure, 160 linear feet of existing timbers, and existing mulch surfacing.
- Install approximately 2,300 sq ft of Poured in Place Safety Surfacing, more or less depending on budget.

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- The company should provide design options that cater to the community's specific requirements and aesthetic preferences.
- The company shall ensure that the design complies with safety standards and guidelines.
- The company shall ensure the project complies with local zoning regulations and safety standards.
- The company should have experienced supervisors on-site to ensure the installation process is carried out safely and correctly.
- The playground should be designed and installed with consideration for accessibility, meeting the requirements of the Americans with Disabilities Act (ADA), including exceeding ADA requirements for inclusive access for roughly 50% of the playground.
- The company should provide a detailed timeline for the project, including milestones and completion dates.
- The company should offer guidance on playground maintenance to ensure the longevity and safety of the equipment.
- The company should provide a warranty for their work and materials used.
- The company will provide construction period services including attendance at the preconstruction meeting.
- Selected vendor will be responsible for furnishing all labor, material, equipment, services, design, and construction as appropriate.

Bidders MUST do a personal examination of the location of the proposed work and the surroundings and shall thoroughly acquaint themselves with the details of the work to be done and all conditions and obstacles likely to be encountered in the performance and completion of the work.

Bidders are expected to contact Town Hall at 410-775-2711 to schedule an appointment to view the space from Wednesday, July 29, through Friday, August 7, 2026, 9:00 a.m. - 3:30 p.m.

Note that this project is being funded by grants from the Department of Natural Resources.

Contractor shall be responsible for performing and completing and for causing all subconsultants and subcontractors to perform and complete the design and construction of the project as outlined in this Scope of

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Work. This shall include, but is not limited to, design services, construction, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation, field offices, required inspections.

Description of project activities includes the design and construction of the following:

D. Site Access

Selected contractors shall have access to the property during construction. One (1) week's notice is required to begin working on site.

The successful bidder will take all precautions and measures to secure the work area. In addition, any equipment, tools, products, materials, etc., shall be secured at the site by the contractor. Loss from theft or damage is the responsibility of the contractor. On-site contractor parking will be available for the project duration; however, note that the parking area is not fenced.

The building will be closed to the public during this process.

E. Pre-Bid Site Inspection:

Bidders **MUST** do a personal examination of the location of the proposed work and the surroundings and shall thoroughly acquaint themselves with the details of the work to be done and all conditions and obstacles likely to be encountered in the performance and completion of the work. **Bidders are expected to contact Town Hall at 410-775-2711 to schedule an appointment to view the playground from Wednesday, July 29 through Friday, August 7, 2026, 9:00 a.m. - 3:30 p.m.**

F. Completion date:

Project must be complete by December 31, 2026. Contractor shall notify Town of the start date for construction and provide an activity schedule. Permitted working hours are Monday-Friday 7:00 a.m.-10:00 p.m. and Saturday (if needed) 9:00 a.m.-10:00 p.m.

G. Final Inspections:

A final inspection and walk-through with Town representative and any permitting authorities will be required at the earliest opportunity upon

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completion of work. If necessary, a list of outstanding items will be generated and provided to the contractor. **Any punch list items must be addressed as soon as possible but no longer than seven (7) days after walk-through.**

H. Payment for Services:

Contractor shall submit final invoice upon completion and acceptance of the work by the Town. Payment of invoice by the Town of Union Bridge will be made within 30 days upon receipt of invoice. Completion of final punch list items, if applicable.

III. PROPOSAL REQUIREMENTS

A. Required elements.

1. **Cover sheet** includes contractor's name, address, phone, fax, email, and primary contact information.
2. **Design Plan Information:** Narrative of installation plan and list of equipment specifications and materials to be used.
3. **References:** A list of three (3) references including name, address, phone number, fax number, and email address, if available. Municipal references are preferred. Bids also must include three (3) references for subcontractors being used, if any.
4. **Bid price** must be lump sum and include all services required to fulfill the Scope of Work. Partial or incomplete bids will not be accepted.
5. **Proof of Insurance** coverage as required in this request for proposal.

IV. PROPOSAL PROCEDURES

A. Schedule

<u>DATE</u>	<u>ACTION</u>
7/22/2026	RFP Released
7/29 - 8/7/2026	Bidder Site Pre-Bid Inspection
8/12/2026	End of Question & Answer Period
8/17/2026	Proposals Due - Bid Opening

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8/24/2026	Contract Awarded contingent on a vote by Town Council at the August Town Council Work Session Meeting
8/25/2026	Notice to Proceed
12/31/2026	Work Completed (no later than)

B. Proposal Preparation Instructions

General Format

When completed, proposals are to be assembled exactly as described in Section III.

NOTE: Each element must be labeled as above.

Submission

1. Contractors must submit one complete, signed Proposal package. To be considered, a Proposal must arrive at the Town Office on or before 10:00 a.m. EST on Monday, August 17, 2026.
2. All Proposals are to be addressed and delivered by the date and time specified to:

Town of Union Bridge
Attn: Mike Reynolds
104 W. Locust Street
Union Bridge, MD 21791
3. The sealed proposal envelope should be marked as follows:
 - RFP Project Name
 - Firm's Name
 - Firm's Address
 - Contact Name and Telephone Number
 - Email Address

C. Evaluation Criteria.

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The selected proposal will provide the best value for the budget while incorporating as many of the preferred features that the Town has listed.

V. GENERAL CONDITIONS

Issuance of this RFP does not oblige the Town of Union Bridge to award a contract. The Town of Union Bridge reserves the right to accept, reject, or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify, or amend in part, or in its entirety, this RFP, if to do so is in the best interest of the Town of Union Bridge. The final decision to carry out a contract with any bidder rests solely with the Town of Union Bridge, Mayor and Town Council.

1. Before preparing Proposals, the bidder should note that:
 - a. The Town of Union Bridge will not be liable for any costs associated with the preparation of Proposals or negotiation of contract incurred by any bidder.
 - b. All Proposals, in their entirety, will become the property of the Town of Union Bridge upon submission.
 - c. The award of a contract for any proposed service(s) is contingent upon the following:
 - Favorable evaluation of the Proposal
 - Reasonableness of cost
 - Reference interviews
 - Approval of the Proposal by the Town of Union Bridge
 - Successful negotiation of any changes to the Proposal required by the Town of Union Bridge
 - Available and appropriate funding
 - Availability of contractor to complete the work before project target completion date. **Date of completion shall be no later than December 31, 2026.**
 - d. Submitted prices are irrevocable for up to ninety (90) days after Proposal submission.
 - e. Union Bridge will prepare a Construction Agreement that will be signed by the selected contractor and the Town.

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2. The Town of Union Bridge reserves the right to negotiate the final terms of all contracts with successful bidders. Items that may be negotiated include, but are not limited to, type and scope of services, costs and prices, delivery and installation, warranty and maintenance, and training and service levels.
3. Likewise, the Town of Union Bridge reserves the right to accept any Proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, bidders are advised to propose their **most favorable terms** initially.
4. Service providers will be required to assume full responsibility for all specified services and may subcontract only with the express written approval of the Town of Union Bridge.
5. In submitting a Proposal, the bidder certifies as to its legally constituted organization and that in connection with this Proposal:
 - a. the prices in the Proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and,
 - b. unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder before award, directly or indirectly, to any other bidder or to any competitor; and,
 - c. no attempt has been made by the bidder to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.
6. Person(s) signing the Proposal certify that person(s) in the bidder's organization who are legally responsible within that organization for the decision as to the price being offered in the Proposal have not participated, and will not participate, in any action contrary to section V.5.a, b, or c.
7. If a Proposal contains any information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than

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evaluation of the offer, all such information must be indicated by marking the top margin of each page considered proprietary with "proprietary".

8. INSURANCE:

All interested bidders must submit a certificate of insurance with each bid. Bids that do not include proof of the required minimum insurance coverage will be rejected.

The following minimum insurance thresholds apply:

General Liability

- \$2M Aggregate
- \$1M Per Occurrence

Professional Liability

- \$500,000 Minimum

Workers' Compensation

- Minimum as required by Maryland State Law

The Town may be listed as a certificate holder for purposes of this bid; however, it must be listed as "Additional Insured" when a contract is approved. The certificate must show the type, amount, class of operations, effective dates and date of expiration of policies.

9. Bonds:

(a) **Bid Bond:** A Bid Bond is **NOT** required for this project.

(b) **Surety Bond:** A Surety Bond is **NOT** required for this project.

10. The Town shall be furnished with satisfactory evidence that the foregoing insurance is in effect within 10 days after written notice of award is given to the bidder. The Town shall be notified 30 days before the cancellation or material change of any coverage.
11. Appeals - Disputable Areas: Substitutions or equivalents, ancillary or supportive services to a core program, conflict of interest, sole source awards not approved

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by the state, requirements that restrict competition, misapplication of the RFP procedures.

Procurement decisions made by the Town of Union Bridge that a bid is **MOST FAVORABLE** are **NOT DISPUTABLE**.

Filing a Claim - All claims regarding disputes must be made in writing. Claims must be filed no later than 30 days from the onset of the disputed activity. For example, a claim regarding the awarding of a training contract based on an RFP solicitation must be filed within 30 days of the start date of the awarded contract. A claim for purchased goods or services must be filed within 30 days of the initial proposal solicitation.

The written claim, clearly stating the area of dispute, must be filed with:

Town of Union Bridge
104 W. Locust Street
Union Bridge, MD 21791

GENERAL INSTRUCTIONS

1. INSTRUCTIONS:

- (a) All proposals must be submitted by 10:00 a.m. EST on Monday, August 17, 2026.
- (b) The question-and-answer period for this bid begins on Monday, August 3, 2026, and ends on Wednesday, August 12, 2026, at 4:30 pm. Any bidder finding a discrepancy in or omission from the specifications, or is in doubt as to their meaning, can contact Mike Reynolds with the Town of Union Bridge, in writing via email at: mreynolds@unionbridgemd.org. Exceptions taken, in no way obligate the Town of Union Bridge to change the specifications. The Town Office will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions.

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- (c) The Town of Union Bridge will assume no responsibility for oral instruction or suggestions. All official correspondence concerning this solicitation's specifications should be directed to and will be issued by the Town of Union Bridge.

2. AWARD OF CONTRACT:

- (a) In no instance will the Town of Union Bridge award a contract based on the **most favorably** evaluated proposal earlier than **two (2) business days** after the closing date of bids.
- (b) The most favorable proposal will be evaluated by responsiveness to the specifications in the scope of work and the terms and conditions further specified in these instructions and the Request for Proposal.

3. TAXES:

The Town of Union Bridge is **exempt from sales tax**, and no such tax will be included in the bid price.

4. SPECIFICATIONS:

See Statement of Work, General Description.

6. RESERVATIONS:

1. The Town of Union Bridge reserves the right to reject any proposals, to waive any informality in proposals received, and to accept or reject any items of any proposal. All proposals, when filed, will be irrevocable for ninety (90) days following the closing date for submission of proposals.
2. The Town of Union Bridge may waive minor differences in specifications provided these differences do not violate the specific intent nor materially affect the operation for which the item or items are being purchased nor the increase estimated maintenance and repair cost to the Town of Union Bridge.

6. DELIVERY:

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Bidders shall guarantee delivery of services and materials in accordance with such delivery schedule as may be provided in their Proposal and in accordance with **Section II. STATEMENT OF WORK - E. Completion Date** stated in this document.

7. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise noted in Special Conditions.

9. **COMPETITION, LITERATURE, SAMPLES:**

- (a) To better ensure fair competition and to permit a determination of the lowest bidder, Bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, unresponsive bids, or obviously unbalanced.
- (b) The name of any manufacturer, trade name, or manufacturer or vendor catalogue number mentioned in specifications is for the purpose of designating a standard of quality and type, and for no other. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the comparison to be made with the brand or manufacturer specified. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.
- (c) Specifications provided are based on the Town of Union Bridge's needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet the Town of Union Bridge's requirements. Minimum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. **DEVIATIONS FROM SPECIFICATIONS:**

In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submitting the formal proposal. The absence of a written list of

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specification deviations at the time of submitting the proposal will hold the bidders strictly accountable to furnish material, equipment or services in full accordance with the specifications as written and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

9. INSPECTION:

Contractor is responsible for identifying all required inspections and coordinating approvals. Refer to II. **STATEMENT OF WORK - F. Final Inspections.**

10. DISPUTES:

In cases of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Town of Union Bridge's authorized representatives shall be final and binding on both parties.

11. LAWS AND REGULATIONS:

The Contractor shall protect and indemnify the Town of Union Bridge and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

12. EQUAL OPPORTUNITY:

It is the policy of the Town of Union Bridge to assure all people of Equal Employment Opportunity, and to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all the Town of Union Bridge contracts for supplies and services. Every contractor or vendor doing business with the Town of Union Bridge must agree not to discriminate in any manner against any employee or applicant for employment because of race, color, sex, religion, national origin, age, marital status, political affiliation, mental or physical disability, and shall be obligated to include a similar requirement in any sub-contracts. They must agree to comply with all applicable federal, state, and local laws and executive orders and regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

13. **INDEMNITY:**

If a contract is awarded, the successful bidder will be required to indemnify and hold the Town of Union Bridge harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded. Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Town of Union Bridge; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

14. **TERMINATION/EXTENSION OPTIONS**

Termination for Convenience: Should the bidder be awarded a contract, notwithstanding any other provision of this Agreement or other document to the contrary, either party may terminate the agreement by giving immediate written notice stating when the termination shall become effective and the reason for the termination. The Town of Union Bridge reserves the right to reduce or terminate this contract should funding be withdrawn or rescinded.

15. **PERMITS and REGULATIONS**

The successful bidder shall comply with all applicable federal, state, and local laws, rules, and regulations. The selected contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the contract. The selected contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work, traffic control (if necessary) and protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. At least seven (7) days before starting work near gas mains, telephone and electric conduits and other underground utility structures on their appurtenances, the selected contractor shall notify the public utility having jurisdiction, so that the utility may have representatives present if necessary. Any damage to these structures shall be at the selected contractor's responsibility and expense.

16. **NONDISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the successful bidder agrees as follows:

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The successful bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. The successful bidder will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

VI SPECIAL CONDITIONS

1. TOOLS

All necessary tools will be furnished by the contractor at no cost to the Town of Union Bridge.

2. SAFETY

All work is to be performed in compliance with Occupational Safety and Health Administration (OSHA) and Maryland Occupational Safety and Health Administration (MOSHA) standards and regulations. The contractor must furnish all required safety equipment for its crew at no cost to the Town. Such equipment includes, but is not limited to hard hats, safety shoes, goggles, vests, etc.

3. PROPERTY PROTECTION

The Contractor is responsible for protecting all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation always during this contract. Any property or incidental damage to public or private property while this contract is in effect shall be repaired or replaced at the Contractor's expense to the satisfaction of the Town Administrator, or his designated representative.

PROPOSAL REQUIREMENT FORM

COMPANY NAME _____

ADDRESS _____

PHONE # _____

FAX _____

EMAIL _____

CONTACT PERSON _____

ATTACH AN INSTALLATION PLAN AND A COMPLETE LIST OF EQUIPMENT & MATERIALS TO BE PROVIDED

ATTACH PROOF OF INSURANCE

ATTACH COMMERCIAL CONTRACTOR'S LICENSE

3 REFERENCES (MUNICIPAL OR CORPORATE): (Please include name, address, phone & fax numbers, and email address, if available. Also include names and 3 references for each subcontractor if using any.)

1) _____

2) _____

3) _____

PROPOSAL PRICE:

\$ \$

GRAND TOTAL LUMP SUM WRITTEN IN WORDS.

Submitted this _____ day of _____ 2026.

NAME: _____

City	State	Zip Code
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Business Phone Number	Business Fax Number	E-Mail Address
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_____ (SEAL) _____

Signature

Date _____

Print Name _____

WITNESS: _____
Signature

Print Name _____