

TOWN OF RIVERDALE PARK

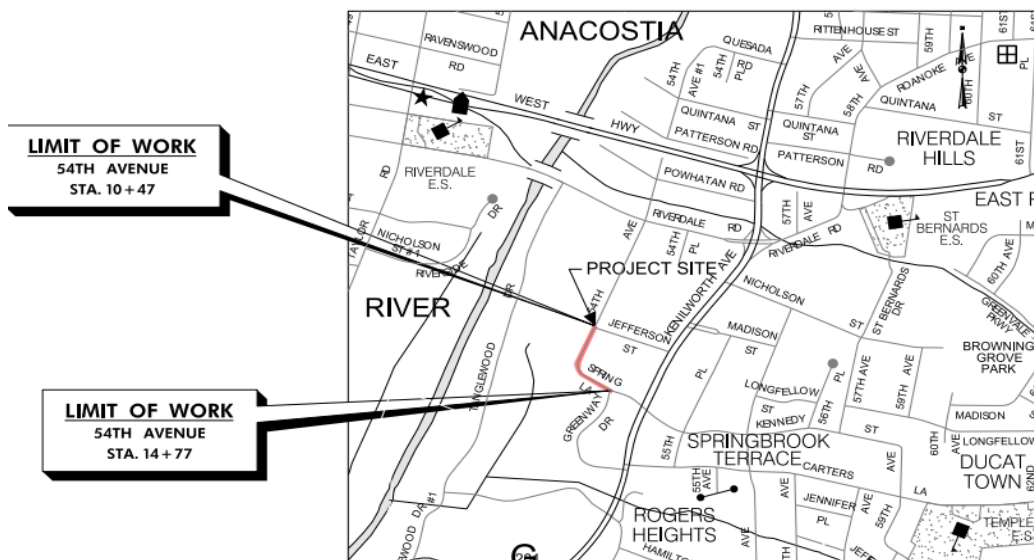


Invitation to Bid 54th Avenue/Spring Lane Sidewalk Improvements Project

Bid No. DPW 2023 – 001

by

Town of Riverdale Park
5008 Queensbury Road
Riverdale Park, MD 20737



Release Date: January 26, 2023

Due Date: February 22, 2023

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Bid Identification Cover Page

Provide the following information on the Cover Page of your Bid:

TITLE: Riverdale Park 54th Avenue/Spring Lane Sidewalk
Improvements Project

BID NO: DPW 2023 – 001

FROM: Company Business Name
President Name
Company Address

DATE SUBMITTED: [Date Submitted]

SUBMIT TO: RFP-BIDQuestions@RiverdaleParkMD.Gov
Addressed to: Jessica Barnes, Town Clerk

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1. Invitation to Bid

The Town of Riverdale Park (hereinafter called the “Town”) is issuing this Invitation to Bid (ITB) to engage a Contractor licensed in the State of Maryland, to install a sidewalk and curb improvement along 54th Avenue to Spring Lane. The Town will consider Firms that possess the capabilities to provide the scope of services detailed within this bid package.

Bids must adhere to the format and content of this ITB and will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Bidder shall be required to enter into an agreement based on the specifications outlined in this bid document.

Contractors wishing to submit a bid for this service are strongly encouraged to attend a virtual pre-bid Zoom meeting. Site visits are also encouraged.

All Contractors wishing to submit a bid who do not attend the pre-bid meeting are advised to provide their email address to the Town to receive emails with Addendums that may get generated during the open bid process.

To provide your email address, send an email to RFP-BidQuestions@RiverdaleParkMD.Gov with Bid No. DPW 2023-001 in the subject line.

Proposals are due at 12:00 Noon on February 22, 2023, and the public opening of sealed bids will occur later that day in a Zoom Meeting.

a. Procurement Schedule

- | | |
|---------------------------------------|---|
| • ITB Release Date | January 26, 2023 |
| • Pre-Bid Zoom Meeting | February 3 (10:00 AM) |
| | https://us02web.zoom.us/j/89155929932?pwd=QS94bnlBQnJrY2RSMmUxZzU1cGUrdz09 |
| • Last Day for Questions | February 10, 5:00 PM |
| • Final Written Response to Questions | February 14 |
| • Bid Due Date and Time | February 22, by 12:00 PM |
| Virtual Public Bid Opening | February 22, 3:00 PM |
| | https://us02web.zoom.us/j/81659608878?pwd=NEZyQ0ord1BZeWpSUFMzYWcxaFduQT09 |
| Award of Contract | On or before March 13, 2023 |

2. Pre-bid Meeting and Site Visit

Contractors that intend to submit a bid are encouraged to attend the virtual pre-bid Zoom meeting for an overview of the project scope and the opportunity to ask questions and seek clarification on any aspect of the proposal or process. The Zoom meeting link is provided above. Potential Bidders are also encouraged to visit the project site before the pre-bid meeting.

Any substantive responses to questions asked during the virtual meeting will be made part of an addendum to this ITB and posted on the Town's website and the eMaryland Marketplace website. Potential bidders may request an electronic copy of all addendums.

3. Explanation to Bidders

Each Bidder shall carefully examine this ITB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements before offering a bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the ITB and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the ITB, amendments, addenda, or revisions, it must submit a request for an interpretation or correction in writing and convey it through email, no later than **5:00 pm on February 10th**. After the pre-bid meeting, any new or revised information will be furnished promptly to all meeting attendees and those not in attendance that provided an email address as an addendum to this ITB if in the sole discretion of the Town it is necessary in proffering bids or if the lack of it would be prejudicial to any other prospective Bidders.

4. Questions and Clarifications of ITB Requirements

All questions concerning this ITB shall be submitted in writing no later than **February 10th at 5:00 pm** to RFP-BIDQuestions@RiverdaleParkMD.Gov and addressed to Jessica Barnes. Include the Company's name, point of contact, e-mail and business addresses, and telephone number. Questions submitted after that time may not be addressed. Reference the specific section of the ITB in question. A written response to questions will be emailed to all email addresses provided by contractors as they are completed and any final responses on **February 14th**. Notices of changes, additions, and/or deletions to the specifications in this ITB before the pre-bid meeting will be provided as addenda and posted on the Town's Website and eMaryland Marketplace. **It shall be the responsibility of all respondents to this ITB to visit the Town's Website at www.RiverdaleParkMD.Gov to check for revisions before the pre-bid meeting and after, up to the submission deadline.**

5. Submission of Bids

- a. All bids must be submitted by email no later than **12:00 noon on February 22nd**. Any bid received after this date and time will not be considered. Notwithstanding any other provisions of this ITB to the contrary, a late modification of an otherwise successful bid that makes its terms more favorable to the Town may be considered at any time it is received and may be accepted. **Bids must be emailed by the due date and time to**

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RFP-BIDQuestions@RiverdaleParkMD.Gov; Subject **Line: Bid NO. DPW 2023- 001.**
Bids will be opened publicly and read aloud at a Zoom meeting at **3:00 pm, February 22nd**. See the Zoom meeting link above.

- b. All bids must remain in effect for at least 90 days from submittal. No Bidder may withdraw its bid within sixty (60) days after the actual date of the opening. The Town reserves the right to accept bids individually or collectively, to accept or reject any or all proposals, waive any informality, cancel the solicitation before bid opening and take whatever action is in the best interest of the Town. There is no guarantee, either expressed or implied, that award of a construction contract will be made to any contractor.
- c. The Town may request additional information, samples, or presentations in support of proposals. Additionally, the Town may perform an interview with Contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.
- d. A Bidder may submit only one bid in response to this ITB. More than one proposal from an individual, firm or partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification and/or rejection of the proposals involved unless prior approval has been given by the Town.
- e. The submission of a Bid will constitute a representation by the Bidder that they have complied with every requirement of this ITB.
- f. All submissions will be retained by the Town, except for proprietary or confidential financial information, and will become the property of the Town, and the Town has the right to distribute or use such information as it determines. **A Bidder must clearly identify any part of a bid submission that the Bidder deems to be proprietary or confidential.**
- g. The Town shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to the ITB.

6. Bid Bond

Each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check, or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of ten (10) percent of the total Bid amount and shall be made payable to the Town of Riverdale Park. A U.S. Postal Money Order is acceptable instead of a check and **must be received by the February 22nd bid due date.**

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7. Performance Bond

The successful Bidder must furnish a Performance Bond in the amount of 100 (One Hundred) percent of the contract price covering the faithful performance of the contract, made out to the Town of Riverdale Park within ten (10) calendar days of notification that its bid has been accepted. The surety thereon must be such a surety company or companies authorized and licensed to transact business in the State of Maryland. Failure to furnish the required Performance Bond within the required ten (10) days of notification shall forfeit to the Town the bid bond.

8. Bid Protests

Any Bidder with a concern about the award of contract may submit a bid protest to the Town Manager. Bid protests must be submitted in writing within five (5) business days following the official public announcement of the contract award on the Town's website.

9. Definitions of Terms

- a. Change Order: A written order requesting/authorizing an addition, deletion, or revision in the Scope of Work within the general scope of this ITB or authorizing an adjustment in the Contract Price or Project schedule, after execution of the Contract.
- b. Contract Administrator: The Director of Public Projects and Services, department of Public Works, Town of Riverdale Park.
- c. Contractor: Company contracted to implement Project.
- d. Notice to Proceed: Written communication issued by the Contract Administrator to the Contractor authorizing them to proceed with the Scope of Work and establishing the start date of the project.
- e. Project Engineer: Refers to Mead & Hunt, Inc., the project engineer, and preparer of the designs and specification documents.
- f. Project Manager: The Special Projects Coordinator in the Office of Administrative Services, Town of Riverdale Park.
- g. Scope of Work: Refers to the project design and specification contained within Exhibit A, part of the ITB documents consisting of written descriptions of the technical nature of materials, equipment, construction systems, standards, and workmanship.
- h. Town: Town of Riverdale Park.
- i. Town Manager: The Town Manager of the Town of Riverdale Park, or the Town Manager's designee.
- j. Work: All labor necessary to produce the construction required by this ITB and all materials and equipment incorporated in the Work.

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10. Receipt of Addendum

Each Bidder must complete and submit **Attachment 1** acknowledging that it has received all addenda provided, as part of the Bid submission, if an addendum is posted by the Town on eMaryland Marketplace and Town website.

11. Bid Proposal

The Bidder must complete and submit the Proposal Authorization Form, **Attachment 2a**, and an overall price proposal for the projects individually, including a breakdown of the costs on the form provided in **Attachments 2b**, which shall include a complete breakdown of materials and labor costs. The prevailing wage rates per the Davis-Bacon Act must be included in Attachment 2b.

12. Scope of Work

- a. The work covered under this Bid consists of, but is not limited to, the installation of ADA-compliant sidewalk along the east side of 54th Ave to Spring Lane, and curb and gutter, approximately 500 linear feet. For specifications and details of work required to complete the project, refer to **Exhibit A**.
- b. All work will comply with industry standards, and the contractor will return the disturbed area to its current condition.

13. Federal Funding and Compliance Requirements

- a. The Riverdale Park 54th Avenue/Spring Lane Sidewalk Improvements Project is funded with Federal Community Development Block Grant (CDBG) Funds administered by Prince George's County. As such, the project is subject to the Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u; 24 CFR Part 135 (Economic Opportunities for Low- and Very Low-Income Persons); Executive Order 11246 (Equal Employment Opportunity); Clean Air Act of 1963 as amended, 42 U.S.C. 1857, as amended; 40 CFR Part 15 (Anti-Pollution Standards); Davis-Bacon Act, as amended; 40 U.S.C. 276a-276a-5, 29 CFR parts 1, 3, 5, 6, and 7; Copeland (Anti-Kickback) Act, 48 Stat. 948, 40 U.S.C. 276(c); Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; Fair Labor Standards Act; 24 CFR Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973. Additional provisions may apply depending upon the nature of the work to be performed and the contract price. Minority, woman-owned and local businesses are encouraged to apply. Bidders and subcontractors must be Equal Employment Opportunity employers.
- b. Prevailing Wage – see **Exhibit B**.
- c. Federal Safe Harbor Requirements - 24 CFR Part 75, which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u). The contractor will be considered to have complied with the Section 3 Safe Harbor requirements if “to the

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greatest extent feasible” they: 1. Certify the Prioritization of Efforts: a) Employment and training opportunities to Section 3 workers; and b) Award contractors and subcontractors that provide economic opportunities for Section 3 workers. 2. Meet or exceed the applicable Section 3 Benchmarks established by HUD: a) Twenty-five percent (25%) of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and b) Five percent (5%) of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This means that the five percent (5%) is included as part of the twenty-five percent (25%) threshold. Section 3 covered projects include housing rehabilitation, housing construction, and other public construction such as infrastructure related projects.

- d. A pre-construction meeting will be scheduled by Prince George’s County Department of Housing and Community Development once a contract is awarded to further explain applicable grant requirements.

14. Project Schedule

The project must be substantially completed within 45 (forty-five) days from the Notice to Proceed and fully completed within 15 (fifteen) days of substantial completion. The Agreement with the Town will confirm the start and completion dates.

15. Liquidated Damages

If the Work is not completed as provided in Section 14, the Town will assess, and Contractor shall pay liquidated damage in the amount of \$250.00 for each calendar day until final completion and shall be deducted from any money due the Contractor. The Town and Contractor agree that actual damage due to delay in completion would be difficult or impossible to ascertain at this time and that the amount of liquidated damages herein provided for is adequate as a measure thereof and not as a penalty or forfeiture.

16. Change Orders

- a. The Town at any time may make changes in the Work of the Agreement by making alterations therein, by making additions thereto, or by omitting Work therefrom, after execution of an Agreement, and no such action shall invalidate the Agreement, relieve, or release the Contractor from any guarantee under the Contract, affect the terms or validity of any bond, relieve, or release any Surety, or constitute grounds for any claim by the Contractor for consequential damages or loss of anticipated profits. Such changes in the Work shall be accomplished by a Change Order. A Change Order is a written instrument executed by the Town and the Contractor, stating their agreement on (1) the change in Work; (2) the amount of adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Project Schedule. Within five (5) calendar days of receipt of a Change Order initiated by the Town, the Contractor shall provide an estimate of the change to the Contract Price and/or Project Schedule. Until the Change Order is approved by the Town Manager in writing the Contractor will be under no obligation to perform the Work.

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- b. The Contract Price may be amended only by a Change Order, initiated by the Town or Contractor. The Town and Contractor will both have 5 (five) calendar days to respond to a Change Order request initiated by the other. All Change Order requests must be made and approved on a Change Order form provided by the Town and must be approved in writing by the Town Manager.
- c. With the exception of minor Work, the Town will not direct the Contractor to perform changed work, and the Contractor is under no obligation to perform changed work unless and until there is an agreed-upon price, as reflected in the signed Change Order.
- d. The Contractor may submit written requests for a Change Order for additional work that it has determined to be necessary to complete work identified in the specifications and reflected in the Contract Price or ordered by the Town under 16a. The Contractor shall submit its request for Change Order within 5 (five) calendar days of the event giving rise to the change. The value of any Work covered by a change or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:
 1. Cost of project components approved.
 2. An agreed-upon lump sum.
 3. The actual cost of labor, materials, supplies, equipment, overhead, and other services necessary to complete the Work.
- e. The maximum percentage that shall be allowed for Change Orders resulting in a price increase shall include the Contractor's combined overhead and profit as follows:
 1. For all such Work done by the Contractor, the Contractor may add up to ten percent (10%) of the actual net increase in cost for combined overhead and profit.
 2. For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of the actual net increase in costs for combined overhead and profit and the Contractor may add up to five percent (5%) of the Subcontractor's total for the combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.
- f. In the case of a change on Contract Price, the Contractor will in a form acceptable to the Town provide an itemized cost breakdown together with supporting data including original invoices, delivery tickets, and any other documentation requested to substantiate the costs.
- g. The amount of credit to be allowed by the Contractor to the Town for any such change that results in a net decrease in cost will be the amount of the actual net decrease as

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determined by the Town. When both additions and credits are involved in any one Change Order.

- h. The Change Order detailing the increase or decrease in the Contract Price or an extension or shortening of the Project schedule, shall be valid only after approval and execution by the Town Manager in writing. The Town may authorize minor changes or alterations in the Work not involving extra cost and may also authorize minor changes in the Work which do not alter the character, quantity, or cost of the Work as a whole. These changes may be requested in the field by the Project Engineer or Contract Administrator. The Contractor shall carry out such changes promptly and without any adjustment of the Contract Price or Project Schedule.
- i. Additional Work performed by the Contractor without the written approval of a Change Order, or in the absence of a timely change order request will not be entitled to an increase in the Contract Price or an extension of the Project Schedule and is performed at the Contractor's risk, except in the case of an emergency as described below.

17. Subcontractors

Bidders may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors, but may not award work/services to subcontractors, over fifty (50%) percent of the price proposal, without the prior written approval of the Town. Bidders must list all subcontractors assigned to the project on the form provided in **Attachment 3**.

18. References

The Bidder is required to submit three (3) references on the form provided in **Attachment 4** for projects involving sidewalk improvement completed during the past 5 (five) years.

19. Role of Project Engineer

The Project Engineer will be the Town's representative during the construction period and will attend the pre-construction conference, perform a site visit during construction, perform the site walkthrough after construction and prepare a punch list of items to complete and/or correct, perform a follow-up walkthrough to backcheck punch list items, and review and certify contractor invoices.

20. Use of Premises and Security

- a. The successful Bidder will confine equipment, the storage of materials and equipment to areas permitted by law, ordinances, permits, and/or the requirements of the Agreement with the Town; shall not unreasonably encumber the premises with materials or equipment; and have the responsibility to provide security for all materials equipment and personnel on and off the job site as relates to this contract. The Town shall not be responsible for any project security.

- b. The Contractor shall take all measures necessary to protect existing properties and their improvements from damage during the work at no additional cost to the Town. Any damage caused by negligence, direct and indirect actions associated with the execution of this project shall be corrected at no additional cost to the Town, to the Contract Administrator's satisfaction.

21. Licensing and Conformance with Laws

The successful Bidder shall comply with all applicable County, State and Federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract; shall be responsible for complying with all statutes, laws, codes, ordinances, regulations, rules, and requirements; and obtain and maintain all licensure requirements of each applicable jurisdiction.

22. Warranty and Guarantee

- a. The successful bidder shall warrant the completed project for a period of one year from the date the project is fully completed from defects in materials and workmanship, or any other warranties set by law; under such warranty, remedy the defect at own's expense; restore any work damaged in fulfilling the terms of this clause. The warranty concerning work repaired or replaced thereunder will run for one (1) year from the date of such repair or replacement. Notification in writing will be provided by the Town within a reasonable time after the discovery of any failure, defect, or damage.
- b. The work under the Agreement with the Town, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from the date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the Work, including the successful Bidder, each subcontractor, all material supply houses, and all manufacturers whose products and/or equipment are incorporated into the facilities.
- c. No action by the Town shall constitute an acceptance of Work, materials, or equipment not performed or installed in accordance with the Agreement or relieve the successful Bidder or their Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

23. Contractor Experience and Capacity

Bidders must submit a brief description of the company's ability to satisfactorily perform the required work including years in business (a minimum of 5 (five) years is required); form of organization; experience performing similar work; and quality assurance and quality control procedures;

24. Proof of Qualifications

Bidders must submit with the bid the Bidder Qualification Form, **Attachment 5**, and must certify that it is not barred from participation in contract activities with any government and provide other required affidavits. Failure to submit proof of qualifications, as required, shall be enough cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

25. Insurance Requirements

a. Insurance:

1. Workers' compensation and unemployment insurance, in compliance with State law, and adequate comprehensive general liability insurance (bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate). The Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from all suits, actions, and damages or cost of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants, and employees, or other causes.
2. The Town and Prince George's County shall be named as an additional Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.
3. A Certificate of Insurance shall be provided to the Town by the Contractor within five (5) business days after the award of the contract and in any event before commencing work under the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the Town.
4. Liability insurance on all major divisions of coverage for the Contractor and subcontractors shall be required for the length of the contract. The Contractor and all subcontractors must supply evidence of insurance upon request. The Contractor must agree to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claim or suit. The Contractor shall be prepared to show evidence of insurance as required by the Town included herein, before the execution of any contract. The Contractor shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance within the timeframe stated above shall be cause to terminate the contract. The Certificate shall state that such insurance is in full force and cannot be canceled or released

except upon thirty (30) days after written notice to the Town. If any of the stated coverages expire during the term of the contract, the Contractor shall deliver renewal certificates to the Town at least ten (10) calendar days before the expiration.

26. Award of Contract

Award of a contract will require action by the Mayor and Council. In determining which proposal is in the best interests of the Town, the Town will take into consideration the specifics of the proposal, the bid price, and the experience, qualifications, capacity, references and past performance, responsibility and currently available facilities, equipment, and financial resources of the Bidder to perform the work. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town. The Town reserves the right to cancel the Award of the Contract at any time before the execution of the contract without liability on the part of the Town.

27. Execution of the Contract

The Bidder to whom the contract is awarded must execute an Agreement within five (5) business days after receipt of the Agreement and submit such other documents as required including performance bond and insurance certificates. Failure by the successful Bidder to execute the Agreement and submit such other documents as required shall be just cause for annulment of the award and the forfeiture of the Bid Bond, which shall become the property of the Town, not as a penalty but in liquidation of damages sustained. If the Bidder to whom the award is made fails to execute the Agreement as herein provided, the award may be annulled and the contract awarded, at the discretion of the Town, to the second-lowest responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein as if he/she were the original party to whom the award was made, or the Town may reject all of the bids, as its interest may require.

28. Notice to Proceed

After execution of the Agreement, the Town will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under the Agreement shall be initiated and completed. Work done before the date set forth in the Notice to Proceed shall be at the successful Bidder's risk. Failure by the successful Bidder to initiate work within five (5) days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Agreement and may result in termination of the Agreement by the Town and other actions in law.

29. Taxes

The Town is exempt from State of Maryland Sales Tax. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in the bid.

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30. Federal Tax Identification Number.

All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.

31. COVID-19 Protocol and Quality Assurance Procedures

The Town requires all Contractors to follow the guidance from the Center for Disease Control and orders by the Governor of the State of Maryland regarding the COVID-19 pandemic. Provide a brief description of the precautions the company is taking to protect its employees from contracting and spreading the coronavirus which causes COVID-19. Additionally, describe the company's quality assurances procedures. (Complete the form provided as **Attachment 6.**)

32. Other Required Forms, Attachment 7

Complete the following forms and submit with Bid proposal:

- a. Non-Collusion Affidavit
- b. False Pretense Affidavit
- c. Affidavit of Non-Conviction
- d. Certification of Non-Suppression

33. Exhibit C: The successful Contractor is expected to comply with the Town's Diversity and Inclusion Statement.

Exhibit A: Design Specs for 54th Ave/Spring Lane Sidewalk Improvements Project

Exhibit B: PY45R Wage Determination

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(Exhibit A & B are separate attachments)



Exhibit C: Diversity and Inclusion

Diversity and Inclusion: The Town of Riverdale Park strives to be a model of diversity and inclusion. The Town’s Mayor and Council, residents, businesses, and staff reflect the many faces, cultures, and walks of life that proudly make up our world. We respect, value, and celebrate the unique attributes, characteristics, and perspectives that make each person who they are. We also believe that bringing diverse individuals together throughout our Town allows us to collectively and more effectively address the issues that face our community. It is the Town of Riverdale Park’s aim to be guided by these core values:

Diversity: the quality of being different or unique at the individual or group level. This includes age; ethnicity; gender; gender identity; language differences; nationality; parental status; physical, mental, and developmental abilities; race; religion; sexual orientation; skin color; socio-economic status; work and behavioral styles; the perspectives of each individual shaped by their background, experiences, and culture—and more. Even when people appear the same on the outside, they are different!

Inclusion: a strategy to leverage diversity. Diversity always exists in social systems. Inclusion, on the other hand, must be created. In order to leverage diversity, an environment must be created where people feel supported, listened to, and able to do their personal best. The Town of Riverdale Park is a diverse and inclusive community and is committed to leveraging our diversity as we continually create a community where the inherent worth and dignity of each person is recognized and celebrated.

Adopted: October 1, 2018

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Attachment 1: Addendum Acknowledgment

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

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Attachment 2a: Proposal Authorization

By signing this proposal form, such action certifies that the Company has personal knowledge of the following:

1. That said Company has examined this ITB and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting said proposal; and that said Firm, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal.
2. That all of said work will be performed at the Company's own proper cost and expense. The Company will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.
3. The undersigned, being a reputable company hereby submits in good faith and in full accordance with all specifications, attached or integral, their Proposal:

Authorized Signature:

_____ Printed

Name and Title of Signatory:

Date: _____

SEAL: (If a Corporation)

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Attachment 2b: Bid Proposal Form – 54TH Ave/Spring Lane Sidewalk Improvements

Item No.	Quantity	UNIT	Description	Unit Price	Total Cost
				Dollars & Cents	Dollars & Cents
1001	1	LS (Lump Sum)	MOBILIZATION AND DEMOBILIZATION		
1002	1	LS (Lump Sum)	MAINTENANCE OF TRAFFIC		
1003	1	LS (Lump Sum)	CONSTRUCTION STAKEOUT		
2001	40	CY (Per Cubic Yard)	CLASS 2 EXCAVATION		
2002	5	CY (Per Cubic Yard)	COMMON BORROW		
2003	285	LF (Per Linear Foot)	REMOVE CURB AND GUTTER		
2004	5	SY (Per Square Yard)	REMOVE DRIVEWAY		
2005	2	CY (Per Cubic Yard)	REMOVAL OF EXISTING MASONRY		
3001	2	EA (Each)	INLET PROTECTION		
3002	1	EA (Each)	PRINCE GEORGE'S COUNTY STANDARD TYPE A PRECAST INLET TYPE A-5		
5001	30	CY (Per Cubic Yard)	VARIABLE DEPTH GRADED AGGREGATE SUBBASE		

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5002	133	SY (Per Square Yard)	4 INCH GRADED AGGREGATE BASE COURSE		
5003	132	SY (Per Square Yard)	6 INCH GRADED AGGREGATE BASE COURSE		
5004	59	SY (Per Square Yard)	REMOVE AND REPLACE RESIDENTIAL DRIVEWAY ENTRANCE (PG. STD. 200.02)		
5005	41	LF (Per Linear Foot)	FIVE INCH (5") WHITE THERMOPLASTIC PAVEMENT MARKINGS		
5006	9	LF (Per Linear Foot)	THERMOPLASTIC STOP BARS, 24 INCH		
6001	35	LF (Per Linear Foot)	TYPE A CURB ANY HEIGHT OR DEPTH		
6002	439	LF (Per Linear Foot)	CONCRETE CURB AND GUTTER		
6003	1852	SF (Per Square Foot)	CONCRETE SIDEWALK		
6004	10	SF (Per Square Foot)	DETECTABLE WARNING SURFACE FOR CURB RAMPS		
7001	764	SY (Per Square Yard)	PLACING FURNISHED TOPSOIL 4 INCH DEPTH		
7002	764	SY (Per Square Yard)	TURFGRASS SEED ESTABLISHMENT		

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7003	764	SY (Per Square Yard)	T EMPORARY MULCH		
7004	1	LS (Lump Sum)	TREE FELLING		
8001	1	EA (Each)	SQUARE TUBULAR STEEL SIGN POST		
8002	1	EA (Each)	SQUARE TUBULAR STEEL ANCHOR BASES		
			Subtotal		
			Total		

NOTE: THE COST OF MAINTENANCE OF VEHICULAR AS WELL AS PEDESTRIAN TRAFFIC WILL NOT BE MEASURED AND PAID SEPARATELY BUT WILL BE CONSIDERED INCIDENTAL TO TOTAL CONTRACT UNIT PRICE.

The above unit prices shall include all labor, supervision, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. All terms, general conditions, special terms and conditions of Prince George's County Contract No. 925-H (F)C will apply.

*Quantities listed are engineer's estimates only. Contractors are cautioned to develop their estimate of quantities.

**If the contractor identifies any missing item(s) please add.

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Attachment 3: List of Subcontractors

If no subcontractors will be used on the project, check here: _____

Company Name	Role on Project

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Attachment 4: References

Complete and submit the following for three (3) projects of similar complexity as the ITB project.

Reference 1

Name of Project: _____

Address of Project: _____

Client: _____

Contact Name for Reference: _____

Contact Telephone Number: _____

Contact Email Address: _____

Project Cost: \$ _____

Project Start Date: _____

Project Completion Date: _____

Description of work performed:

Reference 2

Name of Project: _____

Address of Project: _____

Client: _____

Contact Name for Reference: _____

Contact Telephone Number: _____

Contact Email Address: _____

Project Cost: \$ _____

Project Start Date: _____

Project Completion Date: _____

Description of work performed:

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Reference 3

Name of Project: _____

Address of Project: _____

Client: _____

Contact Name for Reference: _____

Contact Telephone Number: _____

Contact Email Address: _____

Project Cost: \$ _____

Project Start Date: _____

Project Completion Date: _____

Description of work performed:

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Attachment 5: Bidder Qualifications

Company Name:

Address of Main Office:

Contact Name: _____ Phone #: _____

Email Address: _____

Year Company founded: _____ Years Principal in Construction Industry: _____

Are you licensed to do business in the State of Maryland? _____

Have the company operated under another business name? _____

If yes, list previous name(s): _____

Have you ever defaulted on a project? _____ If so, please explain: _____

Do you have all applicable licenses? _____ If yes, please list them and attach a copy of their current certificate and label:

_____ Expiration Date _____

Expiration Date _____

Is your company currently involved in any active litigation? (Yes)____ (No) _____

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____

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*If you answered Yes to either of the two questions directly above, please attach documentation to your Bid describing further.

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Attachment 6: Covid-19 Protocol

Describe your company's COVID Protocol (or attach Company's written COVID Policy):



Attachment 7: Other Required Forms

- a. Non-Collusion Affidavit,
- b. False Pretense Affidavit,
- c. Affidavit of Non-Conviction,
- d. Certification of Non-Suspension.

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Attachment 7a: Non-Collusion Affidavit

I, _____, being duly sworn on oath, deposes and says:

That he/she is the _____ (Town, Partner, Title if on

behalf of a Corporation) of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that {he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

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)

(Date)

(Seal if Corporation)

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Attachment 7b: False Pretenses Affidavit

I _____, the undersigned _____ (Office Held)

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

affirms and says this _____ day of _____, 2022, 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.

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)

(Date)

(Seal)

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Attachment 7c: Affidavit of Non-Conviction

I hereby affirm that:

(1) I am the _____(Title) and duly authorized representative of _____(Name of Business Entity) whose address is 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 (6) 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, or in 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 Criminal Law Article 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); and

(3) Except as described in Paragraph (6) 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 under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

(4) Except as described in Paragraph (6) 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 found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

(5) Except as described in Paragraph (6) 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 who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle

(6) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraphs 2 through 5 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of RIVERDALE PARK, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of RIVERDALE PARK may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

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

Signature _____ Date _____

Printed Name _____

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Attachment 7d: Certificate of Non-Suspension

I, _____, do hereby certify
that _____ has not been suspended
or _____ (Name of Bidder) barred from participation in
contract activities with any government.

Signature: _____

Title: _____

Date: _____