

TOWN OF RIVERDALE PARK



Invitation to Bid **Bus Stop Improvements Project**

Bid No. 2024 – 002

by

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

Release Date: January 16, 2024

Due Date: January 31, 2024

Contents

Bid Identification Cover Page.....	4
1. Invitation to Bid	5
2. Explanation to Bidders	6
3. Questions and Clarifications of ITB Requirements.....	6
4. Submission of Bids.....	6
5. Bid Bond	7
6. Performance Bond.....	7
7. Bid Protests	8
8. Definitions of Terms.....	8
9. Receipt of Addendum	8
10. Bid Proposal	8
11. Scope of Work.....	9
12. Project Schedule	9
13. Liquidated Damages.....	9
14. Change Orders.....	9
15. Subcontractors	11
16. References	11
17. Role of Project Engineer	11
18. Use of Premises and Security.....	11
19. Licensing and Conformance with Laws	12
20. Contractor Experience and Capacity	12
21. Proof of Qualifications	12
22. Award of Contract.....	13
23. Execution of the Contract.....	13
24. Notice to Proceed	14
25. Taxes	14
26. Federal Tax Identification Number.	14
27. COVID-19 Protocol and Quality Assurance Procedures	14
28. Other Required Forms, Attachment 7	14
29. Diversity and Inclusion – Exhibit B	14

30. Bus Shelter Plans – Exhibit A (attachment)14

31. Standard durability and safety specifications -Exhibit C (attachment)14

Exhibit B: Diversity and Inclusion Statement.....16

Attachment 1: Addendum Acknowledgment20

Attachment 2a: Proposal Authorization21

Attachment 2b: Bid Proposal Form.....22

Attachment 3: List of Subcontractors.....23

Attachment 4: References24

Attachment 5: Bidder Qualifications.....26

Attachment 6: Covid-19 Protocol28

Attachment 7: Other Required Forms29

Attachment 7a: Non-Collusion Affidavit.....30

Attachment 7b: False Pretenses Affidavit31

TOWN OF RIVERDALE PARK



Bid Identification Cover Page

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

TITLE: Bus Stop Improvements Project

BID NO.: DPW 2024 – 002

FROM: Company Business Name
President Name
Company Address

DATE SUBMITTED: [Date Submitted]

SUBMIT TO: RFP-BIDQuestions@RiverdaleParkMD.Gov
Addressed to: Nouman Haider, Special Projects
Coordinator

TOWN OF RIVERDALE PARK



1. Invitation to Bid

The Town of Riverdale Park (hereafter referred to as the "Town") is issuing this Invitation to Bid (ITB) for the purpose of selecting a qualified Contractor, licensed to do business in the State of Maryland, for the improvement of bus stops. This project is focused on upgrading bus stops by installing standard and solar-paneled bus shelters, including environmentally sustainable options, to enhance public transportation infrastructure.

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 required to attend the mandatory site visit and walk through on the date and time noted below, to qualify to submit a bid.

Proposals are due at 12:00 Noon on January 31, 2024, and the public opening of sealed bids will occur later that day in a Zoom Meeting.

a. Procurement Schedule

- ITB Release Date January 16, 2024
- **Pre-Bid Virtual meeting** **January 22 (9:00 AM)**
Join Zoom Meeting
<https://us02web.zoom.us/j/89115182736?pwd=elpydmVhUFdGYXAvWnRQOUh6UEVLZz09>
Or call: 301-715-8592 (Meeting ID: 891-1518-2736 Passcode: 11624)
- **Last Day for Questions** **January 25 (5:00 PM)**
- Final Written Response to Questions January 26
- **Bid Due Date and Time** **January 31 (12:00 PM)**
- Virtual Public Bid Opening January 31, 12:30 PM Zoom
Join Zoom Meeting
<https://us02web.zoom.us/j/85381655780?pwd=TnNqcGk4WXPgMmdXUU5Ld3NRek9RZz09>
Or call: 301-715-8592 (Meeting ID: 853-8165-5780 Passcode: 01162024)
- Award of Contract On or after February 5, 2024

TOWN OF RIVERDALE PARK

2. 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 proffering 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 January 25th**. After the site visit and walk through, any new or revised information will be furnished promptly to attendees of the site visit and walk through as an addendum to this ITB if in the sole discretion of the Town it is necessary in proffering bids.

3. Questions and Clarifications of ITB Requirements

All questions concerning this ITB shall be submitted in writing no later than **January 25th at 5:00 pm** to RFP-BIDQuestions@RiverdaleParkMD.Gov, with BID NO. 2024-002 in the Subject line, and addressed to Nouman Haider. 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 as responses are completed to all qualified bidders who provided an email address, and any final responses on January 26th. Notices of changes, additions, and/or deletions to the specifications in this ITB before the site visit will be provided as addenda and posted on the Town's Website and eMaryland Marketplace. For respondents who have not provided their email address, It shall your responsibility to visit the Town's website at www.RiverdaleParkMD.Gov to check for revisions before the site visit, and after, up to the submission deadline. All respondents should check the Town's website for revisions before the site visit.

4. Submission of Bids

- a. All bids must be submitted by email no later than **12:00 noon on January 31st**. 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 RFP-BIDQuestions@RiverdaleParkMD.Gov**; Subject Line: **BID NO. 2024- 002**. Bids will be opened publicly and read aloud at a Zoom meeting at **12:30 pm, January 31st**. See the Zoom meeting link above.
- b. All bids must remain in effect for at least 90 days from submittal. No Bidder may

TOWN OF RIVERDALE PARK

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 an award of bus shelter improvement contract will be made to any contractor.

- c. The Town may request additional information, and or the Town may schedule 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.

5. 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 January 31st due date**. Hand delivered checks must be submitted at the Police Department Dispatch Office, 5004 Queensbury Road, Riverdale Park, MD 20772, 1st Floor.

6. 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.

TOWN OF RIVERDALE PARK

7. Bid Protests

The award of contract will be posted on the Town's Website under the Business tab RFP/ITB before or by February 5th. 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.

8. 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 Special Projects Coordinator.
- c. Contractor: Company contracted to implement carryout the scope of this ITB.
- 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 Pennoni Associates Inc., the project engineer, and Town advisor on the project.
- f. Town: Town of Riverdale Park.
- g. Town Manager: The Town Manager of the Town of Riverdale Park, or the Town Manager's designee.
- h. Work: All labor necessary to complete the work described in this ITB and all materials and equipment incorporated in the Work.

9. 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.

10. Bid Proposal

The Bidder must complete and submit the Bid Authorization Form, **Attachment 2a**, and an overall price proposal for the project and provide a breakdown of the costs on the form provided in **Attachments 2b**, which shall include a complete breakdown of materials and labor costs.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

TOWN OF RIVERDALE PARK



11. Scope of Work

The Town prefers to receive bids encompassing all shelter types detailed in this Scope of Work (SOW). However, the Town will also evaluate proposals that include one or more of the specified shelter types. Please refer to Exhibit A (attached) for more detailed specifications on shelter types, locations, etc.

- Bus Shelter without Solar Panel: Standard design without solar features.
- Bus Shelter with Solar Panel: Incorporating solar panels for lighting and digital display systems.
- Green Bus Shelters with Solar Panel: Designed with a focus on environmental sustainability. The canopy of the shelter will be for plantings. The contractor needs to ensure the plants are established.
- All shelters must meet standard durability and safety specifications, Exhibit C attached.
- All shelters will be constructed on a concrete base to be installed by the contractor. Details are included in the contract documents.
- Compliance with local zoning laws and regulations is required.
- Installation should minimize disruption to public and transportation services and must adhere to all notes within the contract documents.
- The contractor is responsible for obtaining all necessary permits.

12. Project Schedule

Once a contract is executed, the improvements must be substantially completed within 45 (Forty-Five) days from the date the permit is issued and fully completed within 60 (Sixty) days of substantial completion, weather permitting. The Agreement with the Town will confirm the start and completion dates.

13. Liquidated Damages

If the Work is not completed as provided in Section 12, 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.

14. 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

TOWN OF RIVERDALE PARK

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.

- 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 five (5) 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. The Contractor shall submit its request for Change Order within five (5) 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.
 3. 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

TOWN OF RIVERDALE PARK

original invoices, delivery tickets, and any other documentation requested to substantiate the costs.

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

15. 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**.

16. References

The Bidder is required to submit three (3) references on the form provided in **Attachment 4** for projects involving bus stop improvements, over the past five (5) years.

17. Role of Project Engineer

The Project Engineer, representing the Town, will conduct inspections post-construction to verify that the bus shelter project conforms with the standards provided by Prince Georges County.

18. 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

TOWN OF RIVERDALE PARK

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.

19. 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.

20. 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 five (5) years is required); form of organization; experience performing similar work; and quality assurance and quality control procedures.

21. 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.

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

TOWN OF RIVERDALE PARK

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.

22. 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.

23. 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 a different 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.

TOWN OF RIVERDALE PARK

24. 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.

25. Taxes

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax-exempt status cannot be transferred to the Contractor.

26. 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.

27. 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**.)

28. 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

29. Bus Shelter Plans – Exhibit A (attachment)

30. Diversity and Inclusion – Exhibit B

The successful Contractor is expected to comply with the Town's Diversity and Inclusion Statement, **Exhibit B**.

31. Standard durability and safety specifications -Exhibit C (attachment)

TOWN OF RIVERDALE PARK



PAGE INTENTIONALLY LEFT BLANK

Exhibit B: Diversity and Inclusion Statement

TOWN OF RIVERDALE PARK



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

TOWN OF RIVERDALE PARK



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

TOWN OF RIVERDALE PARK



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)

TOWN OF RIVERDALE PARK

Attachment 2b: Bid Proposal Form

Town of Riverdale Bus Shelters BID TAB					
Category 1000					
Item No.	Description	Unit	Quantity	Unit Price	Total
1001	Maintenance of Traffic	LS	1	\$	\$
1002	Mobilization	LS	1	\$	\$
1003	Relocate Existing Ground Mounted Signs and Support	EA	4	\$	\$
1004	Relocate Existing Ground Trash Can and Support	EA	2	\$	\$
Category 2000					
Item No.	Description	Unit	Quantity	Unit Price	Total
2001	Class 2 Excavation	CY	5	\$	\$
2002	Remove existing bench	EA	2	\$	\$
2003	Remove, Store, and Reset Stones on Queensbury Site	LS	1	\$	\$
Category 3000					
Item No.	Description	Unit	Quantity	Unit Price	Total
3001	Erosion & Sediment Control	LS	1	\$	\$
Category 4000					
Item No.	Description	Unit	Quantity	Unit Price	Total
4001	Standard Maryland Bus Shelter w/Bench - OPTION 1	EA	0	\$	\$
4002	Bus Shelter w/ Bench and Solar Panel - OPTION 2	EA	1	\$	\$
4003	Bus Shelter w/ Bench, Green Canopy and Solar Panel - OPTION 3	EA	1	\$	\$
4004	Bus Stop Canopy - OPTION 4	EA	1	\$	\$
Category 6000					
Item No.	Description	Unit	Quantity	Unit Price	Total
6001	Concrete Sidewalk/Bus Shelter Base and 3" Aggregate Subbase	SF	489	\$	\$
Category 7000					
Item No.	Description	Unit	Quantity	Unit Price	Total
7001	Temporary/Permanent Stabilization	SY	21	\$	\$
7002	2" Topsoil, Seed and Turf Establishment	SY	21	\$	\$
7003	Landscaping at Queensbury Site	LS	1	\$	\$
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.

* Contractors are cautioned to develop their estimate of quantities.

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

TOWN OF RIVERDALE PARK



Attachment 3: List of Subcontractors

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

Company Name	Role on Project

TOWN OF RIVERDALE PARK



Attachment 4: References

Complete and submit the following for three (3) projects completed in the last 5 years 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:

TOWN OF RIVERDALE PARK



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:

TOWN OF RIVERDALE PARK



Attachment 5: Bidder Qualifications

Company Name:

Address of Main Office:

Contact Name: _____ Phone #: _____

Email Address: _____

Year Company founded: _____ Years Principal in Construction/Bus Stop 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 _____

TOWN OF RIVERDALE PARK



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

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

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

TOWN OF RIVERDALE PARK



Attachment 6: Covid-19 Protocol

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

TOWN OF RIVERDALE PARK



Attachment 7: Other Required Forms

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

TOWN OF RIVERDALE PARK



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)

TOWN OF RIVERDALE PARK



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 _____, 2024, 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 if Corporation)


TOWN OF RIVERDALE PARK

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

TOWN OF RIVERDALE PARK



individuals involved and their position with the firm, and the sentence or disposition, if any.

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 _____

TOWN OF RIVERDALE PARK



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: _____