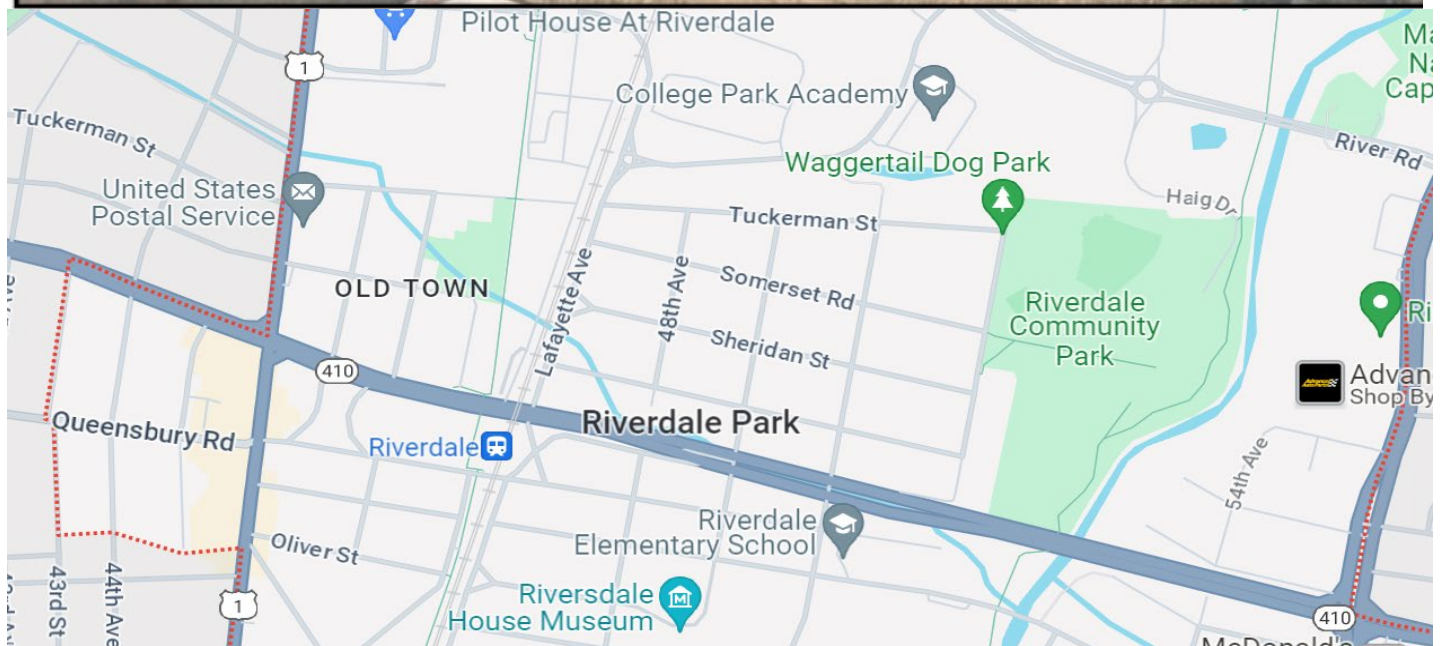


Town of Riverdale Park, Maryland

Request for Proposals for On-Call Construction Services for Park Development - RFP No. DPW 2024-001

Release Date: January 3, 2024

Due Date: January 25, 2024



TOWN OF RIVERDALE PARK



Request for Proposals (RFP)

for

**On-Call Construction Services for Park
Development**

RFP No. DPW 2024 - 001

Release Date: January 3, 2024

Due Date: January 25, 2024, 12:00 PM

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Proposal Identification Cover Page

Use this page as the Cover Page of your proposal:

TITLE: On-Call Construction Services for Park
Development

BID NO.: DPW 2024 – 001

FROM: Company Business Name
President Name
Company Address

DATE SUBMITTED: [Date Submitted]

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

1. Request for Proposals (RFP)

The Town of Riverdale Park, Maryland (hereinafter “Town”) is requesting proposals from companies qualified to conduct business in the State of Maryland, to provide on-call Construction Services for park development, on a project basis for up to five years. The Town intends to select one Company to provide this service. The successful Company shall be required to enter into a service agreement with the Town for on-call construction services, based on the specifications outlined in this proposal document. Individual park projects will be authorized under a Task Order Contract (see **Exhibit A: Sample Task Order Contract**).

For purposes of this procurement and the resulting contract, the meaning of “on call” is as follows: the selected Company is to be available on an ‘on call’ basis as projects arise to provide construction services during the construction phase of projects. The Town is unable to forecast the frequency of use.

The information and instructions provided in this RFP are designed to solicit responses that demonstrate the Company’s ability to satisfy the Town’s requirements. Companies submitting proposals shall be capable, able to demonstrate experience in the type of work described in the RFP and have available resources in the form of trained and licensed personnel, support services, specialized subcontractors as needed, and financial resources to carry out the work required by individual projects.

Proposals must adhere to the format and content of this solicitation and will not be evaluated unless all parts requested are submitted in a complete package, and by the due date.

2. Solicitation Schedule

This schedule is an estimate of the time to complete this RFP process. The Town reserves the right to modify this schedule as needed to accommodate the completion of the process.

RFP Issue Date: January 3, 2024

Pre-Proposal Zoom Meeting January 10, 2024, 10:00 AM

Meeting Link:

<https://us06web.zoom.us/j/81117810017> Or Call: Meeting ID: 811 1781 0017
+13017158592, 81117810017# US (Washington DC)

Last Date for Questions: January 17, 2024, 5:00 PM

Last Date for Responses to Questions: January 19, 2024

Proposal Due Date January 25, 2024, 12:00 Noon

Public Bid Opening Zoom Meeting January 25, 2024, 12:30 PM

Meeting Link:

**<https://us06web.zoom.us/j/84006231780> Or call: 13017158592,84006231780# US
(Washington DC)**

Award of Contract
(Council Legislative Session)

February 5, 2024

3. Questions and Clarifications of RFP Requirements

All questions concerning this RFP shall be submitted in writing no later than **5:00 pm January 17, 2024** to RFP-BIDQuestions@RiverdaleParkMD.Gov and include the Company's name, point of contact, e-mail and business addresses, and telephone number. Reference the specific section of the RFP in question. Questions submitted after that time will not be addressed. A written response to all questions will be posted on the Town's Website (WWW.RiverdaleParkMD.Gov); final written responses will be provided on **January 19, 2024**.

Notices of changes, additions and/or deletions to the specifications in this RFP will be provided as addenda and posted on the Town's Website. It shall be the responsibility of all respondents to this RFP to frequently visit the Town's Website at www.RiverdaleParkMD.Gov (click Business and OPEN RFP/ITBS) to check for revisions and responses to questions.

4. Statement of Need and Scope of Services

The Town is building new and upgrading existing parks in different locations in the community. The new facilities are designed by the Town's on-call Engineers. On-call construction services will allow projects to move ahead more quickly. Funding is allocated as new park locations are identified. Currently, the Town's Capital Improvement Program includes three park projects of varying sizes. The selected Contractor will be responsible for the successful completion of assigned projects in accordance with engineering and construction documents. In general, the Scope of Services may include the following:

1. Site clearance, which may include paved and unpaved surfaces;
2. Excavation, grading, and soil stabilization;
3. Site preparation;
4. Pavement installation, subbase, and turf work;
5. Installation of streetlights, signage, and landscaping including hedges and trees;
6. Installation of stormwater management infrastructure which may include rain gardens, drainpipes, and/or inlets.
7. Upgrades to existing park facilities which might include replacing existing surface

treatment, park equipment and other amenities.

5. Additional Submission Specifications

All submissions shall include the following information:

1. Description of the Company's ability to satisfactorily perform the required work including:
 - A brief profile of the Company, including the types of services offered; years in business (a minimum of seven years is required); form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees;
 - A description of the Company's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to the Town;
 - A description of specialized training, experience and professional competence in the areas directly related to the services being offered; and
 - Outline of proposed staffing and organization including professional credentials of the proposed Project Manager(s); list of key personnel and organizational chart defining roles and associated areas of technical expertise.
2. A statement of the Company's Project Management System Area, as provided in response to the following questions, in sufficient content and detail:
 - Describe the Company's Quality Assurance and Quality Control procedures;
 - Describe the Company's tracking system to monitor project budget and scope; and
 - Outline the Company's COVID policy and procedures for maintaining safety.
3. Proposal Identification Cover Page
4. Appendix A: Proposal Form: signed by the Company's official who is authorized to bind the offeror to the terms of the proposal and who will have contractual responsibility with the Town. Include the legal name of company, corporate address, telephone number and email address of the official, and the office to which this project will be assigned (if the Company operates from more than one location); and an overview of the history of the company, years in business, the disciplines that the proposer is offering to provide and a brief description of the specialties of subcontractors the Company anticipates using.
5. Appendix B: List of Subcontractors.
6. Appendix C: Proposal Form Price Authorization attesting that all required information

has been submitted.

7. Appendix D: Price Proposal Form.
8. Three references provided on Appendix E: References, for completed work similar to the Scope of Services, completed within the last five (5) years.
9. Appendices F: Non-Collusion Affidavit; G: False Pretenses Affidavit;
H: Affidavit of Non-Conviction; and, I: Certification of Non-Suspension.

6. Additional RFP Provisions

1. Park projects may be funded, in whole or in part, using federal or State grant funds and may therefore be subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding, if any, will be identified in the Task Order Contract. It is the Bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, use of MBEs and the purchase of materials manufactured in the United States, and the maintenance of specific records for specific periods of time.
2. The Contractor shall pay all sales, consumer, use and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The Town is exempt from the State of Maryland Sales Tax with respect to items purchased directly.
3. List any lawsuits or arbitration proceedings that have been initiated by or against your Company in the past five years. Briefly state the nature of the action and the outcome.
4. All proposals must remain in effect for at least 90 days from submittal. The Town of Riverdale Park reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informality, cancel the solicitation prior to the proposal due date and take whatever action is in the best interest of the Town. There is no guarantee, either expressed or implied, that award of a contract will be made to any Company. A proposal, once submitted, becomes the property of the Town. It can be withdrawn from consideration by the Company at any time before the submission due date.
5. The Town may request additional information, samples, or presentations in support of this RFP. Additionally, the Town may interview the Company's representatives under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.
6. Proposals must be submitted electronically to RFP-BIDQuestions@RiverdaleParkMD.Gov by noon on January 25th. Any proposal submitted after the submission due date and time

will not be considered. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the Town may be considered at any time it is received and may be accepted.

7. A Company shall submit only one proposal in response to this RFP. More than one proposal from an individual, Company or partnership, corporation, or association under the same or different names will not be considered and will be grounds for disqualification and/or rejection of the companies involved, unless prior approval has been given by the Town. All submissions will be retained by the Town except for proprietary financial information. The submissions will become the property of the Town and the Town has the right to distribute or use such information as it determines.
8. The Town shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to this RFP.
9. Each Company shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal. Should a Company find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, amendments, addenda, or revisions, it must submit a request for an interpretation or correction in writing and convey it through email. Any information given to a Company concerning the solicitation will be posted as an addendum on the Town's Website if in the sole discretion of the Town it is necessary in proffering proposals or if the lack of it would be prejudicial to any other prospective Company.
10. Companies submitting a proposal shall provide insurance in the amounts specified below.
 - A. The Company shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of 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 Company 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 Company, its agents, servants and employees, or other causes.
 - B. The Town shall be named as an additional Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

- C. A Certificate of Insurance shall be provided to the Town by the Company within five business days after the award of the contract and in any event prior to commencing work under the contract. The Certificate shall demonstrate that the Company has complied with the requirements of this section and be in a form acceptable to the Town.
- D. Liability insurance on all major divisions of coverage for each and every Company and subcontractor shall be required for the length of the contract. The Company and all subcontractors must supply evidence of insurance upon request. Each Company agrees 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 Company shall be prepared to show evidence of insurance as required by the Town included herein, prior to the to the execution of any contract. The Company shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance with 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 cancelled or released except upon thirty (30) days after written notice to the Town. If any of the stated coverages expire during the term of this contract, the Company shall deliver renewal certificates to the Town at least ten (10) calendar days prior to the expiration.

7. Performance Bond

A Performance Bond will be required for each Task Order Contract, in the amount of One Hundred (100) percent of the contract price covering faithful performance of the contract, made out to the Town of Riverdale Park within ten (10) calendar days following the issuance of the executed Task Order Contract. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland.

8. Evaluation Criteria

Companies must submit a proposal on the entire project. In determining which proposal best meets the Town's expectations, a Review Committee comprising Town staff will take into consideration the specifics of the proposal, proposal prices, and the experience, qualifications, capacity, references and past performance, responsibility, and financial resources of the Company 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 prior to the execution of the contract without liability on the part of the Town.

9. Liquidated Damages

The Town will include a liquidated damages provision in the Task Order Contract. If the Work is not completed as provided in the Task Order, 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 the time the Task Order is executed and that the amount of liquidated damages herein provided for is adequate as a measure thereof and not as a penalty or forfeiture.

10. Execution of the Contract

The Company selected for on-call Construction Services will be expected to sign an Agreement within ten (10) business days after receipt of the Agreement and submit such other documents as required by the contract including required insurance certificates. Failure by the successful Company to execute an Agreement and submit such other documents as required shall be just cause for annulment of the Award. If a Company 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 another Company, and such Company 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 proposals, as its interest may require.

11. Diversity and Inclusion

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

APPENDIX A: Proposal Form

In order to qualify for this project, the Company must submit this form affixed to the front of the Transmittal Letter.

Company Name:

President/CEO Name:

Address:

City, State and Zip:

Telephone: _____

Email Address: _____

Years in Business: _____

Business Structure: () Partnership () Corporation () Sole Proprietor

Types of services provided and technical details that qualify the Company to perform the work (add pages as needed):

APPENDIX C: Proposal Form Price 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 RFP and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting said proposal; and that said Company, 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 corporation)

APPENDIX D - Price Proposal Form

UNIT NO.	APPROXIMATE QUANTITIES		DESCRIPTION	UNIT PRICES			TOTAL COST
	QUANTITY	UNIT		IN WORDS	DOLLAR	CENTS	
1001	1	LS	MOBILIZATION AND DEMOBILIZATION	LUMP SUM			\$ -
1002	1	LS	MAINTENANCE OF TRAFFIC	LUMP SUM			\$ -
1003	1	LS	CONSTRUCTION STAKEOUT	LUMP SUM			\$ -
1004	1	LS	CLEARING AND GRUBBING	LUMP SUM			
2001	127	CY	CLASS 1 EXCAVATION	PER CUBIC YARD			\$ -
2002	300	CY	COMMON BORROW	PER CUBIC YARD			\$ -
2003	519	LF	REMOVE CURB AND GUTTER	PER LINEAR FOOT			\$ -
2004	1,347	SY	REMOVE SIDEWALK	PER SQUARE YARD			\$ -
2005	33	SF	REMOVE SIGN	PER SQUARE FOOT			\$ -

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
5001	276	SY	4 INCH GRADED AGGREGATE BASE COURSE	PER SQUARE YARD			\$ -
5002	31	SY	6 INCH GRADED AGGREGATE BASE COURSE	PER SQUARE YARD			\$ -
5003	35	LF	5 INCH YELLOW THERMOPLASTIC PAVEMENT MARKINGS	PER LINEAR FOOT			\$ -
5004	47	LF	12 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	PER LINEAR FOOT			\$ -
5005	60	LF	THERMOPLASTIC STOP BARS, 24 INCH	PER LINEAR FOOT			\$ -
6001	35	LF	TYPE A CURB ANY HEIGHT OR DEPTH	PER LINEAR FOOT			\$ -
6002	127	LF	CONCRETE CURB AND GUTTER	PER LINEAR FOOT			\$ -
6003	2,478	SF	CONCRETE SIDEWALK	PER SQUARE FOOT			\$ -
6004	20	SF	DETECTABLE WARNING SURFACE FOR CURB RAMPS	PER SQUARE FOOT			\$ -

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
6005	570	LF	BLACK METAL 4 FOOT PARK FENCE		PER LINEAR FOOT		\$ -
6006	2	EA	BLACK METAL 4 FOOT PARK GATE		EACH		\$ -
7001	282	SY	PLACING FURNISHED TOPSOIL 4 INCH DEPTH		PER SQUARE YARD		\$ -
7002	282	SY	TURFGRASS SEED ESTABLISHMENT		PER SQUARE YARD		\$ -
7003	282	SY	TEMPORARY MULCH		PER SQUARE YARD		\$ -
7004	1	LS	TREE, SHRUB, AND PERENNIAL INSTALLATION AND ESTABLISHMEN	Estimated Breakdown: 2 Trees and 8 Shrubs	LUMP SUM		\$ -
8001	2	EA	SQUARE TUBULAR STEEL SIGN POST		EACH		\$ -
8002	2	EA	SQUARE TUBULAR STEEL ANCHOR BASES		EACH		
8003	23	SF	SHEET ALUMINUM SIGNS		PER SQUARE FOOT		\$ -

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
LIGHTNG			DECORATIVE RESIDENTIAL LAMP POST				
LIGHTNG			69-WATT LED DECORATIVE WASHINGTON GLOBE STYLE LUMINAIRE				
LIGHTNG			ELECTRICAL CABLE 1-CONDUCTOR, 2/0 AWG, TYPE USE				
LIGHTNG			CONCRETE FOR LIGHT FOUNDATION				
LIGHTNG			NO. 6 AWG STRANDED BARE COPPER GROUND WIRE				
LIGHTNG			2 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED				
LIGHTNG			3 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED				
LIGHTNG			4 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED				
LIGHTNG			2 INCH SCHEDULE 80 RIGID PVC CONDUIT - SLOTTED				

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
LIGHTNG			3 INCH SCHEDULE 80 RIGID PVC CONDUIT - SLOTTED				
LIGHTNG			4 INCH SCHEDULE 80 RIGID PVC CONDUIT - SLOTTED				
LIGHTNG			2 INCH SCHEDULE 80 RIGID PVC CONDUIT-BORED				
LIGHTNG			LIGHTING SPLICE BOXES				
LIGHTNG			CABLE - 1 CONDUCTOR, NO 6 AWG, TYPE USE, 600V				
LIGHTNG			CABLE - 1 CONDUCTOR, NO 10 AWG, TYPE THWN/THHN, 600V				
LIGHTNG			4 INCH DIAMETER POLYVINYL CHLORIDE CONDUIT, SCHEDULE 80, RISER				
LIGHTNG			GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH				
LIGHTNG			POST MOUNTED REMOTE LIGHTING CABINET 60 AMP WITH WOOD POST MOUNTING (6 INCH X 6 INCH X 12 FOOT)				

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
TRAFFIC	100	LF	5 INCH YELLOW REMOVABLE PAVEMENT LINE MARKINGS				
TRAFFIC	100	LF	5 INCH WHITE REMOVABLE PAVEMENT LINE MARKINGS				
TRAFFIC	50	LF	24 INCH WHITE REMOVABLE PAVEMENT LINE MARKINGS				
TRAFFIC	250	LF	REMOVAL OF REMOVABLE PAVEMENT MARKING LINES - ANY WIDTH				
TRAFFIC	200	LF	REMOVAL OF EXISTING PAVEMENT LINE MARKINGS, ANY WIDTH				
TRAFFIC	1	LS	MAINTENANCE OF TRAFFIC				
TRAFFIC	100	SF	TEMPORARY TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE				
TRAFFIC	4	EA	TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC				
TRAFFIC	2	EA	PORTABLE VARIABLE MESSAGE SIGN				

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
TRAFFIC	30	EA	DRUMS FOR MAINTENANCE OF TRAFFIC				
TRAFFIC	5	CY	TEST PIT EXCAVATION				
Manufacturer	83	CY	ENGINEERED WOOD FIBER		PER CUBIC YARD		\$ -
Manufacturer	249	SY	LANDSCAPE FABRIC		PER SQUARE YARD		\$ -
Manufacturer	140	SY	POURED IN PLACE RUBBER SURFACE		PER SQUARE YARD		\$ -
Manufacturer	2	EA	PICNIC TABLE		EACH		\$ -
Manufacturer	3	EA	PICNIC TABLE (SQUARE)		EACH		\$ -
Manufacturer	3	EA	PARK BENCH		EACH		\$ -
TOTAL FOR PROPOSAL							\$ -

APPENDIX D - Price Proposal Form

UNIT NO.	QUANTITY	UNIT	DESCRIPTION	IN WORDS	DOLLAR	CENTS	TOTAL COST
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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.

APPENDIX E: References:

List three (3) references with whom you have had similar contracts during the past five (5) years. These references must be included with the proposal.

1. Name of Client: _____

Name and Title of Client's Primary Contact:

Contact's Telephone Number: _____

Contact's Email: _____

Brief description of the types of services provided, the location where the services were provided, and dates of service:

2. Name of Client: _____

Name and Title of Client's Primary Contact:

Contact's Telephone Number: _____

Contact's Email: _____

Brief description of the types of services provided, the location where the services were provided, and dates of service:

3. Name of Client: _____

Name and Title of Client's Primary Contact:

Contact's Telephone Number: _____

Contact's Email: _____

Brief description of the types of services provided, the location where the services were provided, and dates of service:

APPENDIX F: Non-Collusion Affidavit

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

That they are the _____ (Owner, Partner, Title if on
behalf of a Corporation) of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, Company or corporation acting on (their) (its) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal 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 Proposal Price of the Contractor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal 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 afCompany's under the penalties of perjury that the foregoing is true to the best of their knowledge and information.

To be signed by Contractor, if the Contractor is an Individual; or by a Partner, if the Contractor is a Partnership; or by a duly authorized Officer, if the Contractor is a Corporation.

(Signature)

(Date)

(SEAL if a Corporation)

APPENDIX G: False Pretenses Affidavit

I, _____, the undersigned _____
(Office Held)

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

afCompanys and says this _____ day of _____, 2019, that I
hold

the aforementioned office in _____.
(Name of Business Entity)

I FURTHER ATTEST, 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 Contractor, if the Contractor is an Individual; or by a Partner, if the Contractor is a Partnership; or by a duly authorized Officer, if the Contractor is a Corporation.

(Signature)

(Date)

(SEAL if a Corporation)

APPENDIX H: Affidavit of Non-Conviction

I hereby affirm company 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 Company for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above Company 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 Company 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 Company 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 Company 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 Company, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of RIVERDALE PARK, Maryland, 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 afCompany under the penalties of perjury that the contents of the affidavit are true and correct.

Signature _____ Date _____

Printed Name _____

APPENDIX I: Certificate of Non-Suspension

I, _____, do hereby

certify that

has not been suspended or _____ (Name of Contractor)

barred from participation in contract activities with any government.

Signature: _____

Title: _____

Date: _____

EXHIBIT A: Sample Task Order Contract

TO# Construction Services for XXX Project

AGREEMENT No. DPW 2024-001

THIS AGREEMENT entered into this _____ day of ____, 20XX, by and between the TOWN OF RIVERDALE PARK (hereafter “Town”) and _____ (hereafter “Contractor”).

1.0 Contract Documents - The Contract Documents set forth the entire agreement between the Town and the Contractor and consist of this Agreement and the following documents:

- 1.1 Exhibit A: Contractor Proposal
- 1.2 Exhibit B: Town of Riverdale Park Diversity and Inclusion Statement
- 1.3 Exhibit C: _____;
- 1.4 Exhibit D: _____; and
- 1.5 Exhibit E: _____.

2.0 General Provisions

2.1 Start Date and Term - This Agreement shall commence on _____, or as soon thereafter as this Agreement is executed and shall end according to the Project Schedule in Exhibit A or a revised schedule agreed to in writing by the parties.

2.2 Price – The Contractor shall perform the services and provide the deliverables spelled out in Exhibit A at the contract rate, but shall not to exceed \$ _____.

2.3 Payment Schedule

- a. At the end of each month, the Contractor shall submit an invoice for services completed and deliverables submitted during the preceding month to the Director of Public Projects and Services.
- b. The Contractor shall submit the following information in the invoice:
 - 1. Contractor Name and Federal Tax ID number;
 - 2. Project Name;
 - 3. Invoice date;
 - 4. Description of services and deliverables completed during the preceding month; and,
 - 5. Authorized signature.

- c. The Town shall pay the Contractor within thirty (30) days of receipt of a completed invoice reflecting that the work has been completed in a satisfactory manner and the invoice accurately reflects the work that has been completed.

Invoices shall be emailed:

Director of Public Projects and Services at:
ILewis@RiverdaleParkMD.Gov

3.0 Contractor Services - the Contractor shall:

- A. Provide the services and deliverables described in Exhibit A;
- B. Comply with the Prince George’s County Code, Town of Riverdale Park Code and Charter, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearings and/or meetings with Town staff or other persons as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the Director of Public Projects and Services or their designee, who is the Town’s agent and duly authorized representative to who the Contractor shall ordinarily direct communication and submit documents for approval and from who the Contractor shall receive direction concerning the subject of this Agreement and approval of any document in writing. However, any change request requiring additional compensation to the Contractor shall not commence without written authorization from the Town Manager.

4.0 Definitions of Terms

- a. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the 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 for the Town of Riverdale Park.
- c. Contractor: Company contracted to complete Municipal Center Project alterations and additions.
- d. Notice to Proceed: Written communication issued by the Town to the Contractor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
- e. Project Architects: Refers to architects with the firm of Frederick Ward, the Town’s architect on the project and preparer of designs and specification documents.
- f. Scope of Work : A part of the ITB documents consisting of written descriptions of

a technical nature of materials, equipment, construction systems, standards, and workmanship.

- g. Town: The Town of Riverdale Park.
- h. Town Manager: The Town Manager of the Town of Riverdale Park, or the Town Manager's designee.
- i. Work: All labor necessary to produce the construction required by this ITB and all materials and equipment incorporated in the Work.

5.0 Liquidated Damages

If the Work is not completed as provided in Task Order Contract, 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.

6.0 Change Orders

- a. The Town at any time may make changes in the Work of the Contract by making alterations therein, by making additions thereto, or by omitting Work therefrom, after execution of the Contract, and no such action shall invalidate the Contract, 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 damages or loss of anticipated profits. All Work required by such alterations, additions, or omissions shall be executed under the terms of the Contract.
- b. The contract price may be changed only by a Change Order. 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:
 - i Cost of project components approved.
 - ii An agreed-upon lump sum. The actual cost of labor, materials, supplies, equipment, overhead, and other services necessary to complete the Work.
- c. The maximum percentage that shall be allowed for the Contractor's combined overhead and profit shall be as follows:
 - i For all such Work done by the Contractor, the Contractor may add up to ten percent (10%) of his actual net increase in cost for combined overhead and profit.

- ii For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his 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 his 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.
- d. In such case the Contractor will submit in form acceptable to the Town an itemized cost breakdown together with supporting data including original invoices, deliver tickets and any other documentation requested to substantiate the costs.
- e. 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, the combined overhead and profit shall be figured on the basis of the net increase, if any.
- f. 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 execution by the Town. 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 Architect or Contract Administrator. The Contractor shall carry out such changes promptly and without any adjustment of the Contract Price or Project schedule.
- g. Additional Work performed by the Contractor without authorization of a Change Order will not be entitle 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 and described below.

7.0 Town Responsibility

The Town shall provide information regarding its requirements, including related budgetary information, in a timely fashion that are not readily available to the Contractor. The Contractor shall notify the Director of Public Projects and Services in writing of any requirements which the Contractor believes are contrary to the project objectives and expectations of the Town for the project.

8.0 Cooperation and Coordination

The Contractor agrees to perform its services under this Agreement in such a manner and at such times to facilitate coordination with other Town or non-Town-initiated projects supported by the Town and ultimately important to the contract project including but not limited to utility company infrastructure projects.

9.0 Ownership of Documents

The Town shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other works developed in performance of this Agreement, including the right to use same on any other Town project without additional cost to the Town, and with respect thereto, the Contractor agrees to and does hereby grant to the Town an exclusive royalty-free license to all data which may be covered by copy rights and to all designs over which the Contractor may assert any rights or establish any claim under patent or copyright laws. The Town's rights in ownership of documents under this Section shall include all electronic files generated by the Contractor in the provisions of the duties under this contract. In the case of future reuse of the documents, the Town reserves the right to negotiate with Contractor for the acceptance of any professional liability.

10.0 Certificate of Insurance

A Contractor shall maintain insurance at the level included in this Agreement. The Contractor shall maintain insurances in the amounts required by this Agreement for the duration of the project. Liability insurance on all major divisions of coverage for each Contractor and subcontractor is required.

11.0 Special Provisions

- 11.1 The Contractor may not assign or transfer any interest in this Agreement except with Town's written approval.
- 11.2 The Town may waive specific minor provisions of the Agreement at the Contractor's request in the interest of expediting the contract. The waiver shall not constitute a waiver of any liability ensuing there from.
- 11.3 Except as otherwise provided in the contract documents, the Town Manager, shall decide all disputes after consultation with the Contractor, and any other appropriate parties. The Town Manager's decision shall be provided in writing and delivered to the Contractor and such dispute resolution shall not be considered a Change pursuant to this Agreement unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.
- 11.4 The Town Manager's decision shall be final and conclusive.
- 11.5 Until a dispute is finally resolved, the Contractor shall proceed to meet the terms of this Agreement and, when received, comply with the Town Manager's decision.
- 11.6 The Contractor shall not hire or pay any employee of the Town or any department, commission agency or branch thereof.

12.0 Additional Provisions

- 12.1 Contractor agrees not to discriminate against any person as delineated in the Diversity and Inclusion Statement (Exhibit B), in the performance of this Agreement.
- 12.2 Contractor and Town agree that if either party breaches its obligations under this Agreement the non-breaching party shall be entitled to recover from the breaching party the non-breaching party's reasonable attorney fees and court and litigation costs and expenses incurred in enforcing the non-breaching party's rights under this Agreement or obtaining damages for the breach.
- 12.3 This Agreement is binding upon the Town and Contractor and their respective successors and permitted assigns.
- 12.4 The Agreement shall be governed and interpreted in accordance with the laws of Maryland, exclusive of its principles regarding choice or conflicts of laws. Any legal proceedings arising out of or in connection with this Agreement shall be brought in a State court having jurisdiction located in Prince George's County, Maryland.

13.0 Termination

- 13.1 The Town reserves the right to terminate this Agreement at any time for any reason or for no reason, with or without cause, by giving sixty (60) days' prior written notice, specifying the effective date of the termination. If the Town terminates this Agreement the Town shall pay Contractor for all services properly and completely rendered prior to the effective date of termination.
- 13.2 In the event of termination, which is not the fault of Contractor, the Town shall pay to the Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The Town shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the Town.
- 13.3 In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on parts to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the Town, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the Town shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the Town as

required by the Town. The Town may take over work to be done under this Agreement and pursue the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the Town for all reasonable cost, including above what the Town would have paid the Contractor had there been no termination. The Town shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

14.0 Entirety

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

15.0 Severability

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

16.0 Counterparts

This Agreement may be executed via original, facsimile or electronic (pdf) signatures and in any number of counterparts, all of which when taken together shall constitute an original of one and the same document.

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date first above written.

TOWN OF RIVERDALE PARK

CONTRACTOR

By: _____
Name, Town Manager

By: _____
Name, President

Attest: _____

Attest: _____

EXHIBIT B: DIVERSITY AND INCLUSION STATEMENT

Town of Riverdale Park, Maryland

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