



CITY OF MOUNT RAINIER

3503 Perry Street
Mount Rainier, MD 20712
Tel: 301-985-6585
www.mountrainiermd.org

DATE: 10/11/24

TO: All Prospective Bidders

RE: City of Mount Rainier 31st Street and Perry Street Project in Mount Rainier, MD 20712.

The City of Mount Rainier invites bids from qualified companies for its 31st Street and Perry Street Project. Bids must be clearly marked "RFP City of Mount Rainier 31st Street and Perry Street Project" and submitted to the following office:

Attention: Kourosch Kamali, City Manager
City of Mount Rainier
One Municipal Place
Mount Rainier, MD 20712

This RFP includes:

- Scope of Work
- Instructions to Bidders,
- General Conditions,
- Supplemental General Conditions,
- Affidavits,
- Agreement,
- Bond templates,

Proposals will only be accepted if submitted in accordance with these instructions. A bid security in the amount of Five Percent (5%) of the bid amount in the form included herewith must accompany this Bid.

The receipt of this invitation to bid from the City does not imply that the recipient is a responsible bidder.

Any questions regarding this Project should be directed to Kourosch Kamali, City Manager, at citymanager@mountrainiermd.org.

Sincerely,

Kourosch Kamali
City Manager

City of Mount Rainier 31st Street and Perry Street Project

Scope of Work

The City of Mount Rainier ("the City") requests proposals from qualified companies to provide construction services and related improvements on 31st Street and Perry Street in Mount Rainier, MD 20712, as generally shown in Mount Rainier 31st Street and Perry Street Plans set attached hereto.

The City is a historic Route 1 gateway community from Prince George's County to Washington, DC at the District's northeastern boundary.

Project Description

This Project is for the construction of sidewalk and roadway pavement improvements, landscaping, traffic pattern alterations and traffic calming medians and devices for the area shown on the plans. The project involves demolition and disposal of pavement, soil, and bollards. The project will require temporary road closure and traffic control as well as coordination with the City.

This Contract will be funded using grant monies from the State of Maryland. It is the Bidder's responsibility to determine the scope and requirements of said funding and to comply with the terms of any regulations relating to or governing the use of such fund. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

Pre-proposal Meeting:

A pre-proposal meeting will be held at **11:00 AM on Thursday, October 17, 2024, at the project site**. Bidders are strongly urged to attend.

Expectations of Bidders

Bidders will be expected to visit the project site and become familiar with the local conditions that may in any manner affect the performance of the work at the project site. Bidders identify any site conditions that may require additional work or modifications to the plans. These must be documented and, if there is any material change identified or if there is a question on the item in the Bid, the Bidder should file a request for information two-weeks before the bid date. The answer will be made public one week before the bid date as an addendum.

Work Schedule.

Before the start of work, the Contractor must provide the City with a work schedule outlining the schedule for completion of the Project, including project walk-through, addressing punch-list items, and final reporting. **The Contractor shall coordinate work with the site utilities including, but not limited to PEPCO, WGL, Verizon, WSSC.**

Permit Process.

The Contractor will be required to furnish the City with all construction documents and as-built plans signed and sealed by a professional engineer. General permits will be provided by the City but it will be the responsibility of the Contractor or its trade subcontractors to have or obtain trade permits.

Progress Meetings.

The Contractor must schedule and preside over progress meetings during construction. The frequency of the meetings may vary depending on the progress of the work. The Contractor must submit weekly progress reports via email to Kourosh Kamali, City Manager, Citymanager@mountrainiermd.org.

Project Management and Inspections.

The Contractor will be required to have a designated project engineer dedicated to the Project to monitor and answer questions about its work. All completed projects will be subject to third-party inspections.

Bid Submission.

The submission of a bid will serve as a representation by the Bidder that it understands and will comply with the requirements of the project documents.

Proposal Submission

Bidders are required to submit three (3) copies of all material bound into a single document (if submitting hardcopy). Electronic copies are also accepted. Proposals should be emailed to citymanager@mountrainiermd.org. **Subject: City of Mount Rainier 31st Street and Perry Street Project**

- B. Bids will be received until **5:00 pm,-Wednesday, November 6, 2024.**
- C. Bids will be opened and read aloud during a virtual meeting at **2:00 p.m. on Monday, November 11, 2024.** A link to join the meeting will be emailed to all plan holders.
- D. Questions should be sent to DMiller@lidcenter.org and citymanager@mountrainiermd.org
Subject: Questions City of Mount Rainier 31st Street and Perry Street Project by **Thursday, October 24. Responses will be posted by Monday, October 28, 2024.**

Bid Package Format

- A. Each Bidder's package shall contain the following:
 1. Contractor's Qualifications Statement
 2. Affidavit of Public Contracting Eligibility
 3. Apprenticeship Affidavit
 4. Bid Bond in the amount of 5% of the bid
 5. EEO/ADA and Drug-free Workplace Certifications
 6. References from a minimum of three past projects of similar size and cost.

B. The Bid Form and attachments are included in the bid package. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or electronically. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

INSTRUCTIONS TO BIDDERS

Qualifications Of Bidders:

The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract.

Reservations

- A. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.
- B. The City may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- C. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- D. The City reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the City may require. The manner in which the award will be made is indicated on the Bid Summary Sheet.
- E. The City reserves the right to purchase additional like units at the same unit cost.
- F. If in the City's judgment, the City's best interest will be served by doing so, the City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.
- G. The City reserves the right to reduce or modify the scope of the Project to meet budget and scheduling constraints.

Acceptance or Rejection of Bids

- A. The City will accept or reject bids within ninety (90) days of the date set for opening bids.
- B. Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices are those as to which the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the Bid submitted on any other item or items.
- C. Bids shall be based on products, materials and methods named in the Contract Documents.
- D. The Bidder assumes full responsibility for timely delivery of its Bid at the designated location for receipt. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.
- E. Bids will be opened and read aloud via a virtual meeting. A link to join the meeting will be emailed to all plan holders. Only Bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or through a representative. Unit prices

will be made available after verification by the City. In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

Waiver of Warranties and Damages

The City will not accept contractual provisions that purport to waive implied warranties of merchantability or fitness for a particular purpose. The City will not accept contractual provisions that purport to limit damages to amounts paid to the vendor or Contractor under any contract formed in connection with this solicitation or to exclude any category of damages that would otherwise be available to the City under Maryland law. By submitting a proposal to the City for the services or products that are the subject of this solicitation, the Bidder agrees that any such provisions proffered shall be and are rejected and shall be inoperative with respect to any contract formed between the parties with respect to this solicitation.

Notice of Award, Signing of Contract and Bonds

Bid Withdrawals

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its Bid for a period of one hundred eighty (180) days after opening of the bids.

Addenda

Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the Contract they shall become a part thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgement of receipt.

Specifications

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the City before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the Bid and the specifications.

Taxes

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 City is exempt from the payment of such taxes with respect to items purchased directly by it; Maryland law does not permit the City's contractors to use its tax exemption.

Execution of the Contract

A copy of the Agreement is included with the bid package. The successful Bidder agrees to sign a contract in substantially the form included in the RFP binding the Bidder to the terms of this Contract within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or award of Bid. Changes may be made to the Agreement form in the sole discretion of the City and will only be made in exceptional circumstances. The Bidder should not rely on an expectation of changes in the Agreement form. The Bidder to whom the Contract is awarded shall return two copies of the Agreement and such other documents as required by this

RFP properly executed to the City within seven (7) days after the date of issuance of the Notice of Award.

Affidavit of Public Contracting Eligibility

A. Pursuant to § 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, any person who has (1) been convicted of bribery, attempted bribery or conspiracy to bribe, under laws of any state or of the federal government; (2) been convicted under a State or federal law or statute of any offense enumerated in § 16-203 of this title; or (3) been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of this Title 16 shall be disqualified from entering into a Contract with the Owner. A Bidder shall complete and submit with its Bid the attached notarized Affidavit of Public Contracting Eligibility.

B. The Affidavit shall also aver that the Bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price and shall also contain an affirmation that the Bidder shall not knowingly enter into a contract with the City under which a person or business debarred or suspended under Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

C. The affidavit required by these instructions shall also affirm the Bidder's understanding that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated. If a bidder believes it is submitting privileged or confidential email, the Bidder should clearly mark the specific portions of the submission that qualify, applying the standards of the Maryland Public Information Act. Blanket or obviously unjustified designations will not suffice.

Apprenticeship Affidavit

Pursuant to Maryland Annotated Code, State Finance and Procurement Article, § 17-601 *et. seq.*, Bidders awarded a contract for a public works project valued at \$500,000 or more will be required to provide, as a condition of receiving the Contract, a certification that: (1) The Contractor participates in an apprenticeship training program for each covered craft in which it will employ persons for the covered Project; 2) The Contractor will make payments to the Fund; or (3) the Contractor will make payments in amounts determined under Maryland Annotated Code, State Finance and Procurement Article, § 17-605, to a registered apprenticeship program or to an organization that has registered apprenticeship programs for the purpose of supporting these programs.

Bid Submittal Limit:

A Bidder may submit only one Bid for each Contract. More than one Bid 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 of the Bids involved and rejection of the Bids.

Grant-Funded Contracts:

This Contract 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 description of the work or services included with this RFP. 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, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

Basis of Contract Award

The City Manager will award the Contract to the lowest responsible and responsive Bidder. In determining the Bidder's responsibility, the City will consider the following factors, among other considerations that the City may deem relevant:

1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service within the time specified,
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder,
3. The quality of performance of previous contracts and services,
4. Compliance by the Bidder with laws and ordinances in connection with previous contracts for the City of other project owners
5. The Bidder's record with respect to employment practices and
6. The sufficiency of the Bidder's financial resources

Required Qualifications

To demonstrate qualifications for the Project, each Bidder must submit in the bid package a Contractor's Qualification Statement, including a list of previous projects completed. Bidders should have at least Five years of successful experience with similar construction projects, preferably in the State of Maryland.

Equal Opportunity

The City does not discriminate based on disability in employment decisions or admission or access to its programs, activities, or services.

A Contractor that receives City funds or that proposes to perform any work or furnish any goods under the Contract awarded according to this RFP shall not discriminate against any worker, employee, or applicant, or any member of the public because of religion, race, ethnicity, or national origin, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are contrary to the public policy of the City. The Contractor must comply with Title VII and with the Americans with Disabilities Act. These requirements must be incorporated by the Contractor in all contracts with suppliers of material or services, and with contractors, subcontractors, and labor organizations furnishing that may perform any labor services in connection with this Contract.

Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the City in writing. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Bidding Documents.

Project Team

City Manager Kourosh Kamali will oversee the Project and review the procurement and construction process. Public Works Director Rocio Latorre will assist with project management. The Finance Department will assist with contract payments.

City Services

The City will provide the Contractor with information about the project area and will provide base maps, which may be limited, and copies of existing studies and or plans.

Requests for Information

The City will respond to requests for information during the demolition and construction process.

General Conditions

Completion of work

A. The Contractor for this work will be expected to deliver the product within the number of calendar days stipulated in this RFP or, if there is no period specified by this RFP, the bid proposal.

B. If the Contractor is delayed at any time in the delivery of the work or products by any act or negligence of the City, or by any act or negligence by separate Contractor employed by the City or of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay.

C. Failure to complete the services within the time provided may cause the City to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for such delay, when the City, in its judgment, determines that such circumstances exist, such liquidated damages as are set forth in the Agreement may be assessed and recovered by the City as against the Contractor and its surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. It shall be acknowledged by the Contractor that such liquidated damages represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the City without limiting the City's right to terminate the agreement for default as provided elsewhere therein. Should a Bidder require specific information about the nature and amount of liquidated damages, if any, to be included in a contract for a particular project, it is advised to make inquiry prior to bidding.

Failure to deliver

In the event the Contractor fails to deliver the services and/or materials covered by the Contract and in accordance with the contract terms, the City will have the right to purchase on the open market the services and/or materials covered in the bid proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

Disputes

In cases of disputes as to whether an item or service quoted or delivered meets the specifications, the decision of the City shall be final and binding on both parties.

Insurance

The Contractor shall maintain the insurance coverages specified in the Agreement and shall provide certificates evidencing such insurance to the City before beginning work. Certificates of insurance shall be on an occurrences basis. The Contractor shall name the City as additional insured to the required insurance policy.

Indemnification

The Contractor will be required to indemnify, defend, and hold the City harmless against all liability to any person for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the City in connection with any such claim or liability.

Testing and inspection

The City has the right to inspect and test all services and materials called for by the Contract, to the extent practicable at any time and in any reasonable place. The City shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to Contract specifications, the City may require the Contractor to perform the service again or provide a replacement product in conformity with contract specifications, at no increase in contract amount.

Bonds

A. The Contractor will be required to furnish a Performance Bond in the full amount of the Contract value and a Payment Bond in the amount of 75% of the Contract value.

B. The Contractor shall guarantee the work and materials against any defects arising from faulty installation, faulty materials supplied under this Contract, or faulty workmanship that may appear within one (1) year from the date of acceptance of the work by the City. Faulty materials shall be replaced and any defects discovered or failures that may occur during the guarantee period shall be rectified to the satisfaction of the City within 72 hours of notification at no cost to the City.

Work Schedule.

Before the start of work, the Contractor must provide the City with a work schedule outlining the schedule for completion of the Project, including project walk-through, addressing punch-list items, and final reporting. **The Contractor shall coordinate work with the site utilities including, but not limited to PEPCO, WGL, Verizon, WSSC.**

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The Contractor will be required to furnish to the City all construction documents and as-built plans signed and sealed by a professional engineer. General permits will be provided by the City but it will be the responsibility of the Contractor or its trade subcontractors to have or obtain trade permits.

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