



***REQUEST FOR PROPOSALS  
CITY OF COLLEGE PARK, MARYLAND***

***RFP NO.CP-25-01  
DUVALL FIELD RENOVATION***

***ISSUE DATE: MONDAY SEPTEMBER 9, 2024  
PRE-BID MEETING: THURSDAY, SEPTEMBER 19, 2024 2PM  
QUESTIONS DUE: MONDAY, SEPTEMBER 30, 2024 9AM  
QUESTIONS ANSWERED: TUESDAY, OCTOBER 8, 2024  
RFP PROPOSAL SUBMITTAL DUE DATE: FRIDAY, OCTOBER 18, 2024 2PM***

***CONTACT: Project Manager Rakhmel Rafi, Grants Coordinator  
PHONE: 240-487-3542 ▪ EMAIL: [duvallproject@collegetparkmd.gov](mailto:duvallproject@collegetparkmd.gov)***

## **1. ADVERTISEMENT AND PROPOSAL REQUIREMENTS**

### **CITY OF COLLEGE PARK, MARYLAND**

#### **Request for Bid Proposals CP-25-01**

#### **Duvall Field Renovation**

The City of College Park requests sealed bid proposals for “Duvall Field Renovation- RFP CP-25-01” as specified in the plans, specifications, drawings and all other contract documents (the “Contract Documents”). Work under the contract must be completed based on a Schedule of Work submitted with the Bid Proposal and revised as part of the pre-construction, as approved by the City.

A pre-bid meeting will take place on **September 19, 2024**, at **2PM** p.m. at City Hall, 7401 Baltimore Avenue, College Park, MD 20740. While attendance at the pre-bid meeting is not mandatory, this is the potential bidder’s opportunity to raise questions or issues of concern regarding the project.

Bid proposals must be submitted in original hardcopy only, on the specified forms in a sealed envelope containing the Bidder’s name and address, in accordance with the requirements specified in the RFP. Please include two copies of the proposal. Submissions should be marked “Duvall Field Renovation- RFP CP-25-01”, and delivered to the Finance Department, City of College Park 7401 Baltimore Ave College Park, Maryland 20740, no later than **10/18/24**, at 2:00 p.m., at which time the sealed bids will be opened and read publicly. All bid proposals submitted after 2PM on **10/18/24** will not be considered. Award of a contract will be made by the Mayor and Council of the City of College Park.

Copies of the Contract Documents may be downloaded from the City’s website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). The RFP package will be listed under the “Quick Links” on the homepage, then click “Bids and RFPs.” If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry, or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation, or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City. The Project Manager for this project is Rakhmel Rafi, telephone 240-487-3542, e-mail: [duvallproject@collegeparkmd.gov](mailto:duvallproject@collegeparkmd.gov).

## **2. PROJECT DESCRIPTION**

Duvall Field, a 7-acre park owned and operated by the City of College Park, was first established in the 1960s. In the 1970s, it underwent improvements with the addition of a concession/restroom building, playground, and ball fields. A new concession/restroom building and plaza area were completed in 2018. In the fall of 2019, an Environmental Science and Policy class at the University of Maryland completed a study of options for sports field playing surfaces and a decision guide to assist the City in determining what type of turf to use.

The primary users of Duvall Field are the College Park Boys and Girls Club for soccer and lacrosse. Additionally, the Maryland Stingers Women's Rugby Team regularly utilizes the field. Other users include the Berwyn Baptist Church, Holy Redeemer, Open Bible Deaf Church, Al Huda, M&M Learning Center, and the City of College Park. Various activities held at the field include open play, church camps, movie nights, national night out events, Easter egg hunts, and employee picnics.

### **Duvall Field Existing Conditions**

- 7 acres surrounded by single-family homes
- 3 lighted fields used for baseball/softball and one field for football/soccer/lacrosse
- Concession/restroom building
- Children's playground
- Plaza and sidewalk area
- Surface parking

Duvall Field is a popular venue for youth and adult athletics that currently serves approximately 26,000 individuals per year. The City is undertaking the renovation effort because it recognizes the importance of being able to provide a safe, accessible facility that meets community demand.

The renovation of Duvall Field will include the construction of a bandshell and event lawn, athletic fields, multi-use courts (such as pickleball), fitness stations, perimeter walking trails, basketball court, bocce court, playground, bleachers, lighting, and stormwater management facilities including a bioretention center and underground water storage system.

The City of College Park ("City") is requesting proposals for the renovation of Duvall Field located at 9119 Rhode Island Avenue, College Park, Maryland 20740 ("Project").

## **3. SCOPE OF SERVICES**

The construction of the following facilities is included within the renovation:

- Basketball and Pickleball/Multiple Use Courts
- A full-size multi-purpose field for rugby, football, lacrosse, soccer, and softball
- Cornhole and bocce ball stations
- An event amphitheater with a band stage with audio/visual to host community events
- A continuous walking loop with frequent seating
- An upgraded children's play area
- Outdoor fitness equipment along path

- A pavilion for picnics and smaller gatherings
- Audio/Visual
- A lighting system for the park
- 4-row bleachers
- Stormwater Management Facilities
- Bioretention facilities
- Fencing
- Landscaping
- Wayfinding signage and distance markers along the walking loop
- All utilities including but not limited to plumbing, electrical, and irrigation work. All required utility work shall be coordinated with Miss Utility.

The contractor shall renovate Duvall Field utilizing the design plans, specifications and drawings provided by the owner (City) or its architect representative in a complete and workmanlike manner and to the satisfaction of the Owner and/or the Owner Representative. The contractor is directed to review the Duvall Field Bid Set Plans (see Attachment A) and Duvall Field Bid Set specifications (see Attachment B) in preparing this proposal. The contractor shall follow codes noted on construction plans and drawings. The contractor shall adhere to Prince Georges County and City of College Park, permit conditions, rules, regulations and guidelines for safe mobilization and renovation. All renovation shall be in accordance with state, county and local city regulations and building codes. Work shall commence in accordance with all applicable codes and contract documents specified in this (RFP). All materials and supplies shall be constructed and installed according to the design plans, drawings, and material manufacturer's written instructions and to construction industry standards.

- a. Work Restrictions, General: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- b. On-Site Work Hours: Limit work to normal business hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. Upon approval from owner, the contractor's work may be performed on Saturdays and Sunday, provided proper advance notice (at least 72 hours) is given to the owner.
- c. County Requirements: contractor shall comply with Prince Georges County Construction Permit requirements.
- d. Noise, Vibration and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to the surrounding community with Owner.

The holidays upon which work under the Contract may not occur without permission of the Project Manager are:

New Year's Day  
 Martin Luther King's Birthday  
 Presidents Day

Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Employee Appreciation (Day after Thanksgiving)  
Christmas Day

#### **4. TERMS AND CONDITIONS**

- a. General. For purposes of this document, the party to whom this RFP is addressed shall be referred to as “Bidder” and any materials submitted in response to this RFP shall be referred to as a “Proposal.”
- b. Costs and Expenses of Bid. The City is not liable for any costs or expenses incurred by the Bidder or any other person or entity in the preparation of their Proposal.
- c. Evaluation, Right to Reject Bids, Cancellation. The City reserves the right to reject any and all Proposals received from Bidders as a result of this RFP, as is in the best interests of the City, as determined solely by the City. In determining which Proposal is best, the City will take into consideration in order of importance, the experience, qualifications, current availability of the Bidder to perform the work, and references. The City may waive any technicalities or formalities in determining how best to serve the interests of the City. The City reserves the right to cancel the award of the contract at any time prior to execution of the contract without liability on the part of the City.
- d. Notice to Firms. This RFP may be sent as a courtesy to known interested individuals and firms. The receipt of this RFP from the City in no way implies that the recipient is a qualified Bidder.
- e. Confidentiality, Use of Bid Proposal. Any Proposal submitted to the City is not confidential. All materials submitted become the property of the City. The City has the right to use any or all un-copyrighted concepts presented in any Proposal. Approval or disapproval of a Proposal does not affect this right.
- f. Addenda, Format, Withdrawal of Bid. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all respondents or Bidders who respond to the original RFP, and will be posted on the City of College Park website: [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

To be considered, a Bidder’s Proposal must be complete and, in the format, indicated in this RFP, and delivered by the date and time indicated in this RFP. Bidders will not be given an opportunity to change any part of a Proposal after submission. A Bidder may submit only one Proposal for the contract and must bid on all work. More than one Proposal from an individual, firm or partnership, corporation, or association under the same or different names will not be

considered on any given project and will be considered grounds for disqualification and/or rejection of the Proposals involved, unless prior approval has been given by the City.

Any Proposal may be withdrawn before the scheduled due date. After a Proposal has been opened, it may not be withdrawn during the period stated herein for which prices and terms must remain valid. The request to withdraw a bid must be made in writing addressed to the Project Manager, Rakhmel Rafi.

g. Contract Execution. The Bidder to whom the Contract has been awarded must execute a contract substantially in the form attached to this RFP within ten days after the award and submit such other documents as required by the City. Failure by the Bidder to execute the contract and submit all required contract documents shall be just cause for cancellation of the Award. If the Bidder to whom the award is made shall fail to execute the contract as herein provided, the award may be cancelled and the contract awarded to the next qualified bidder, and such bidder shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made.

h. Contact. From the issue date of this RFP until a determination is made regarding the qualification of Bidders, all contacts with the City concerning this RFP must be made through the Project Manager. All questions about the meanings or intent, discrepancies or omissions of the RFP shall be submitted in writing to Project Manager Rakhmel Rafi, [duvallproject@collegeparkmd.gov](mailto:duvallproject@collegeparkmd.gov) on or before **September 30, 2024 at 9 a.m.** Replies to these inquiries shall be made in writing on or before **October 8, 2024**. The written responses become part of the RFP as Addenda and will be provided to each Bidder who has, to the City's knowledge, received an RFP Package and will be posted on the City's website at [www.CollegeParkmd.gov](http://www.CollegeParkmd.gov).

i. Notice to Proceed. The successful Bidder will initiate work within ten days of Notice to Proceed. Materials ordered or work done on the site prior to this date shall be at the Bidder's risk.

j. Licenses and Permits. The City is in the process of obtaining a grading permit for the Project. The application to the Washington Suburban Sanitary Commission for water and sewer connection has been made by the City, with the expectation that the contractor will provide the required master plumber and will obtain the final permit. The contractor is expected to obtain any other required utility connections and permits. The Bidder shall obtain any licenses and any additional permits required by law to undertake the work as described in the Contract Documents.

k. Documents to be submitted with Proposal. Documents to be submitted with the Proposal shall include:

- i. Bid Proposal
- ii. Non-Collusion Affidavit
- iii. Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
- iv. Information Regarding the Bidder
- v. Schedule of Construction, preferably in a Gantt chart

1. Performance Bonds. The successful Bidder will be required to give Performance and Labor and Material Bonds within ten (10) days after the date of the award of the Contract and prior to the beginning of any work. The Performance Bond shall be in the amount of 100% of the Contract Price and shall name the City as an insured and shall be in a form and with a surety acceptable to the City. The Labor and Material bond shall be in the amount of 100% of the Contract Price.

m. Insurance and Indemnification The selected Consultant will purchase from insurance companies authorized to do business in Maryland, and maintain during the entire term of the contract, comprehensive general liability insurance, automobile liability insurance, professional errors and omissions coverage, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Bidder will name the City as an additional insured, with the exception of the workers' compensation and errors and omissions insurance, and will provide an additional insured endorsement.

- i. Comprehensive General Liability Insurance: Combined single limit liability insurance with a limit of \$2,000,000 each occurrence/aggregate. All insurance shall include completed operations and contractual liability coverage.
- ii. Property Damage Liability Insurance with limits of \$2,000,000 each occurrence/aggregate.
- iii. Automobile Liability Coverage: Automobile insurance with a combined limit of \$1,000,000 for each occurrence/aggregate.
- iv. Professional Errors and Omissions Insurance. The Bidder shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate
- v. Workers' Compensation Insurance: Bidder shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Bidder shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

The selected Consultant will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Bidder on behalf of the City under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any Services. The City shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

Provision of any required insurance does not relieve Consultant of any of the responsibilities or obligations assumed by the Bidder in the contract awarded, or for which the Consultant may be liable

by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The selected Bidder shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of Services in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, caused by negligent or willful actions or omissions on the part of the Bidder, its agents, servants and employees, and subcontractors.



ATTACHMENT C

TO BE SUBMITTED WITH BID

CITY OF COLLEGE PARK, MARYLAND  
Duvall Field Renovation  
RFP CP-25-01  
BID PROPOSAL

MUST BE SUBMITTED ON OR BEFORE OCTOBER 18, 2024,  
AT 2:00 PM WITH TWO HARD COPIES TO:

CITY OF COLLEGE PARK  
Department of Finance  
7401 Baltimore Avenue  
Suite 201  
College Park, MD 20740

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(to be filled out by bidding company)

hereby submits the following proposal for the Duvall Field Renovation **RFP CP-25-01**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, Special Provisions, the Plans and Specifications, the proposed Contract and Addenda Numbered \_\_\_\_\_ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Duvall Field Renovation

**TOTAL ALL INCLUSIVE, LUMP SUM COST FROM ATTACHMENT 1:**

**Dollars**

\_\_\_\_\_  
(Written)

\$

\_\_\_\_\_  
(Figures)

A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation. No Bidder may withdraw the bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

B. Should the Contractor fail to complete the work within the time specified, the Contractor shall reimburse the City for any extra administrative and inspection costs necessitated by the continuance of the work beyond the time herein specified for completion. Such extra administrative costs charged to the Contractor as hereby agreed to in no way constitutes a penalty, but said costs represent additional expense to the City caused by delayed prosecution of the work by the Contractor. Such additional expense will be deducted from the monies due the Contractor at the time of final payment, recognizing any extensions of time granted by the City as herein provided in the General Terms and Conditions.

The expenses for extra administration and inspection will be:

\$100.00 per calendar day

Payment of the City's expenses as set forth herein shall be in addition to the Contractor's obligation as set forth in any other section hereof.

D. The prices shall be stated in both words and figures.

E. In submitting this bid, the Bidder certifies that the Bidder:

1. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
2. Will comply with the conditions of §69-6 at time of contract award; or
3. Is not required to comply with the conditions of §69-6 because of allowable exemption.

G. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: \_\_\_\_\_

Name of Individual Authorized to Bind the Bidder \_\_\_\_\_

Signature: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Firm License No.

Date Issued

Place of Issuance

How did you learn about this RFP?

- City Staff
- findrfp.com

- eMaryland Marketplace
- Other (please specify): \_\_\_\_\_

Non-Collusion Affidavit

\_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the Proposal; that no officer of the said Corporation has nor has any person, firm or corporation acting on 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 the said Corporation has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the Proposal is submitted; that in making this Affidavit, the affiant represents that 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 her knowledge and information.

To be signed by a duly authorized Officer.

\_\_\_\_\_(SEAL)  
Name

Title \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES**

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 7 below, neither I nor the Business Entity 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 7 below, neither I nor the Business Entity 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 7 below, neither I nor the Business Entity 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 7 below, neither I nor the Business Entity 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 been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or

associate thereof; nor any of its employees directly involved in obtaining contracts with the City, 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.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College 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 City of College 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 City.

I further affirm that the business entity is properly registered to do business in the State of Maryland or is not required to be registered.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**TO BE SUBMITTED WITH BID  
ATTACHMENT F**

**INFORMATION REGARDING THE BIDDER**

1. Legal name of bidder: \_\_\_\_\_  
Individual/partnership/corporation

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address of contact person \_\_\_\_\_

**2. Non-Corporation Business:**

List the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

| <u>Name</u> | <u>Business address</u> | <u>Residence Address</u> |
|-------------|-------------------------|--------------------------|
| _____       | _____                   | _____                    |
| _____       | _____                   | _____                    |
| _____       | _____                   | _____                    |
| _____       | _____                   | _____                    |
| _____       | _____                   | _____                    |

**3. Corporate Business Entities**

List all officers of the corporation, their business address and the date on which they assumed their respective offices.

| <u>Name</u> | <u>Office</u> | <u>Business address</u> |
|-------------|---------------|-------------------------|
| _____       | _____         | _____                   |
| _____       | _____         | _____                   |
| _____       | _____         | _____                   |
| _____       | _____         | _____                   |

4. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

| FOR WHOM<br>PERFORMED<br>NUMBER | CONTRACT<br>AMOUNT | DATE<br>COMPLETED | CONTACT'S NAME/<br>TELEPHONE |
|---------------------------------|--------------------|-------------------|------------------------------|
|---------------------------------|--------------------|-------------------|------------------------------|

|       |       |       |       |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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5. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

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6. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

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7. Bidders will answer the following questions: (The word "you" refers any individual, partnership, partner and/or corporation and its' officers.)

a. Have you ever failed to complete any work or contract awarded to you?

\_\_\_\_\_ If yes, state where and why \_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract?

\_\_\_\_\_ If yes, state name of other organization and reason therefore. \_\_\_\_\_

c. With what other businesses are you affiliated? \_\_\_\_\_

d. Please list all persons who will supervise the work under the Contract. \_\_\_\_\_

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Company/individual

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF COLLEGE PARK  
CONTRACT NO. CP-25-01

THIS CONTRACT is effective on the \_\_\_\_ day of \_\_, 2024 by and between the City of College Park (hereinafter referred to as the "City") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

WHEREAS, the City wishes to award a contract for the Duvall Field Renovations under the requirements of RFP CP-25-01; and

WHEREAS, the Contractor was the successful offeror under RFP No. CP-25-01 and is willing to provide the work required under RFP CP-25-01.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The Services required of the Contractor will be managed by the City and \_\_\_\_\_ as Project Manager, who will supervise the work. The Bidder shall supply all labor, equipment, and materials necessary to perform the Contract. The Contractor shall perform the work required under RFP-CP-25-01 and response to Propose for the same as attached hereto as Exhibit \_\_\_\_\_.

II. CONTRACT TERM

The work to be performed under the contract shall commence within ten days of notice to proceed. All work is required to be completed on or before \_\_\_\_\_ from notice to proceed. Time is of the essence to the performance of the work.

III. CONTRACT PRICE

The City agrees to pay to \_\_\_\_\_ as listed in the Contractor's bid for services described in RFP No. CP 25-01.

IV. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of work pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the work to be rendered hereunder except as set out herein. The parties further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of the obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the cost payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the City, is responsible for directly assuming and provision

of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

#### V. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the contract, and they are fully a part of the contract as if attached hereto:

RFP No. CP 25-01

Contractor's Response to RFP No. CP-25-01 dated \_\_\_\_\_

Bid Forms as submitted by Contractor

Other Documents Contained within the RFP

Certifications, Affidavits and Affirmations of Bidder Required by the City

Information Regarding the Contractor

The bid documents submitted by the Contractor are incorporated herein and made a part of the contract documents by reference.

#### VI. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed. The Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the Contractor.

#### VII. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

#### VIII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;

Property Damage Liability Insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

Automobile Liability Coverage: Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved subcontractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs 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 to other causes.

## IX. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

## X. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland, Prince George's County, and the City and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

XI. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this contract.

XII. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the City’s Project Manager or designated representative to ensure that all contract requirements have been met.

XIII. RESTORATION OF PROPERTY

The Contractor, at its own expense and in a manner acceptable to the City, will restore or replace to original condition any property displaced or damaged as a result of work performed under this contract, whether the property is owned by the City or a third party.

XIV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have in law or at equity.

XV. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

XVI. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Kenneth A. Young  
City Manager  
City of College Park  
7401 Baltimore Avenue  
College Park, MD 20740

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## XVII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

## XVIII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

## XIX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

## XX. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

## XXI. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

## XXII. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto, constitutes the entire agreement between the City and the Contractor and may only be amended in a writing executed by both parties.

## XXIII. NON-DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry, or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation, or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry, or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, pregnancy, political affiliation, or any other factors not related to the ability to perform the work.

## XXIV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

#### XXV. PERMITS

The Contractor is responsible for obtaining all permits required for the work.

#### XXVI. SEVERABILITY

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

#### XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until executed by a duly authorized officer of each party. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

#### XXVIII. THIRD PARTY BENEFICIARY.

This Contract is entered into solely for the benefit of the City and the Contractor. No third party will be deemed a beneficiary of this Contract, and no third party will have the right to make any claim or assert any right under this Contract.

#### XXIX. PERFORMANCE DURING DISPUTE.

Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved, excepting disputes over payment for services that are past due that are otherwise not contested.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESS:

CITY OF COLLEGE PARK

\_\_\_\_\_  
Yvette Allen, CMC, City Clerk

\_\_\_\_\_,  
Kenneth A. Young, City Manager

WITNESS:

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
Stephanie P. Anderson, City Attorney  
Attorney for the City of College Park