



# The Maryland-National Capital Park & Planning Commission

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

## PATUXENT RIVER PARK - JACKSON'S LANDING BOAT RAMP RENOVATION INVITATION FOR BID IFB NUMBER: B44-111

### PATUXENT RIVER PARK - JACKSON'S LANDING BOAT RAMP RENOVATION

Jackson's Landing is one of three (3) public boat launch facilities along the Patuxent River in Prince George's County that is owned and operated by The Maryland-National Capital Park and Planning Commission. Jackson's Landing is the most northern ramp in a string of six (6) public boat launch areas on the western shore of the Patuxent River. Jackson's Landing is located in the Jug Bay Natural Area and is home to the headquarters of Patuxent River Park, a tidal wetland in the Chesapeake Bay region.

The major proposed improvements include renovation of a concrete boat ramp with an L-shape floating pier, a kayak launch, a fishing pier, and a parking area.

**BID DUE DATE/TIME: September 18, 2025, before 3 p.m.**

**NOTE: PRE-BID MEETING ONSITE: August 21, 2024 at 10:00 a.m.**

**All interested bidders must RSVP to [Denisha.White@pgparks.com](mailto:Denisha.White@pgparks.com) before August 15, 2024 at 5 p.m.**

**ONSITE LOCATION: 16000 Croom Airport Road, Upper Marlboro, MD 20772**

**RELEASE DATE: August 8, 2024**

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

INVITATION FOR BID (IFB) SUMMARY

<b>IFB Number:</b>	<b>B44-111</b>
<b>Bid Name:</b>	<b>Patuxent River Park – Jackson's Landing Boat Ramp</b>
<b>Pre-Bid Meeting:</b>	<b>A Pre-Bid Meeting will be held onsite on August 21, 2024 at 10:00 a.m. Please RSVP no later August 15, 2024 at 3:00 p.m., with the person’s name, email address, phone number via email <a href="mailto:Denisha.White@pgparks.com">Denisha.White@pgparks.com</a>.</b>
<b>Deadline for Technical Questions:</b>	<b>August 27, 2024, before 3:00 p.m. Questions must be submitted via email to <a href="mailto:Denisha.White@pgparks.com">Denisha.White@pgparks.com</a>.</b>
<b>Deadline for Bid:</b>	<b>SEPTEMBER 18, 2024, BEFORE 3 P.M.</b>
<b>Submit Bid to:</b>	<p><b>Bids shall be submitted online through the Commission’s electronic bid service provider (OPEN GOV PROCUREMENT). The Commission will not be accepting paper copies of bids. Please follow the link below to submit an electronic bid for this solicitation:</b></p> <p><a href="https://secure.procurenow.com/portal/mncppc">https://secure.procurenow.com/portal/mncppc</a></p> <p>Bids delivered to any location or electronic submission other than the Commission’s electronic bid service provider (OpenGov Procurement) listed above will not be considered. Oral, telephonic, telegraphic, and facsimile bids will not be accepted. No bids shall be delivered by mail or courier service, the bidder assumes full responsibility for its timely delivery to the designated website (OpenGov Procurement). Bids received after the date and time specified for receipt of Bids will be rejected and returned unopened. Bidders are to conform to the procurement conditions herein.</p>
<b>Bid Submittal Instructions:</b>	<p>The bid package must include all required information as outlined in this solicitation and submitted electronically through the Commission’s electronic bid service provider (OPEN GOV PROCUREMENT). All addendums and notices will be posted on OPEN GOV PROCUREMENT.</p> <p>Prospective Bidders should <a href="#">register as a vendor</a> to be included in the Commission’s bidders list.</p>
<b>Inquiries:</b>	<p>All inquiries regarding this solicitation are to be made to:</p> <p style="text-align: center;">Denisha White, PMP, Capital Procurement Supervisor Email: <a href="mailto:Denisha.White@pgparks.com">Denisha.White@pgparks.com</a></p> <p>MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]</p>

**TABLE OF CONTENTS**

Section I. General Instructions .....4

Section II. General Conditions ..... 9

Section III. Special Conditions .....12

Section IV. Project Scope .....20

Section V. Forms .....23

## **Section I. GENERAL INSTRUCTIONS**

### **PRESUBMISSION INFORMATION**

#### **Examination Of Bid Documents**

Bidders must examine all the Invitation for Bid (IFB) documents very carefully and must make their bid after examination of the location and/or nature of the proposed work. The submission of a bid indicates that the bidder thoroughly understands all the terms and conditions, instructions, and specifications of the bid.

#### **Commission Assistance in Bid Preparation**

Commission staff will not assist any bidder or bidder's agent in the actual preparation of the bid. Bidders or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the bid unless the Commission representative specified in the Invitation for Sealed Bids has given specific authorization.

#### **Interpretation And Correction of Bid Documents**

Should a bidder require an interpretation or clarification of any provisions of the bidding documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the bidder must notify the Commission in writing at least 5 working days prior to the date set for receipt of bids.

A bidder who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency, or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of bids.

All interpretations, clarifications, corrections, changes, or other directions related to these requests of bidders will be provided in writing by the Commission and sent to all prospective bidders who obtained copies of the documents and information from the Commission.

#### **Extension Of Bid Opening**

The Commission may extend the bid opening date at its option. If the date is extended, the Commission will notify all prospective bidders who have obtained copies of the bid documents from the Commission.

#### **Response To Solicitations**

In the event a firm does not submit a bid on this solicitation, the firm should return the Bid Pricing Schedule with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for bids. The return of the Bid Proposal Page with a "No bid" is not considered a failure to respond.

### **PREPARATION AND SUBMISSION OF BIDS**

All bids must be:

Submitted on the forms provided in the bid document. Bids submitted on any form other than the attached official forms will not be considered. NOTE: Bidders are especially advised to fill out the "Total Price" column in the official form, so that the result of the bidding, barring possible arithmetic

errors, will be known at once. Any errors in computation will be corrected when the proposals are evaluated.

Initialed by the bidder where there are erasures or other changes in the bid.

Signed in ink by authorized principals with the bidder's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of \_\_\_\_\_". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of \_\_\_\_\_". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of \_\_\_\_\_". This wording should be added to the bid proposal page under "Firm Name".

Fully completed by the bidder, including all forms to the IFB that require execution. All such forms are to be returned with the bid.

### RECEIPT AND OPENING OF BIDS

Bids received prior to the date and time specified for the receipt of proposals will be securely kept, unsealed. The Commission representative whose duty it is to unseal the bids will decide when the specified opening time has arrived. A pre-liminary bid tabulation will be posted and a public notice issued within 24-48 hours following the deadline for bids.

If the Bidder to whom an award is made should fail to execute a contract or deliver any insurance certificates within the time specified:

The award may be annulled and the project awarded to the bidder who has submitted the next lowest, responsible and responsive bid, who shall be required to fulfill all stipulations as if such Bidder were the original Bidder to whom the award was made, or The Commission may reject all remaining bids.

Unless otherwise stated in the Invitation for Bid, the Commission reserves the right to award in the aggregate or to make separate awards. The Commission reserves the right, when reviewing bids for award, to waive minor informalities or irregularities in the proposals and in the proposing procedure. The Offeror to whom the award is made will be notified at the earliest possible date. The Commission reserves the right to reject any or all bids, and to reject any or all optional items included in the bid. In the event that the Commission offices are closed due to weather or other contingencies, the proposals will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

### MODIFICATION AND WITHDRAWAL OF BIDS

All bids shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening of the bid unless otherwise stated in Section 4, "Special Conditions."

At any time prior to the specified bid opening time and date, bids may be modified or withdrawn in person by a bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

### LATE BIDS, MODIFICATIONS AND WITHDRAWALS

If a bidder submits a bid or request for withdrawal is after the time set for receipt of bids, the following applies.

- A late bid, late modification or late request for withdrawal will not be considered. Any bid,

proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.

- Any request for withdrawal or request for modification received at the place designated for bid opening after the time set for opening of bids is late.

#### MISTAKES IN BIDS

After the opening of bids, Commission staff shall examine all bids for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the bid. If the bidder alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged bid mistakes. The authority permitting correction of bids is limited to bids which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a bid may have been made, the Purchasing Manager shall require that the bidder confirm the bid. Confirmation by the bidder of the bid will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the bidder fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the bid may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the bidder confirms his bid, the Purchasing Manager shall consider it as originally submitted.

If the bidder alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subcontractor's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made, and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.
- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are obvious misplacement of a

decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.

- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

#### AWARD OF BIDS

The award shall go to the lowest, responsive, and responsible bidder, after calculation of any qualifying prompt payment discount, unless the bid amount is unreasonable, or the Commission determines that awarding the purchase is not in its best interests. The parts percentage discount will not be part of the evaluation process.

A bid may be rejected as non-responsive if it fails to conform to any of the essential requirements of an IFB, such as specifications, delivery schedule, or other material aspects. If the bidder fails to furnish a bid bond, or any other assurance required by the IFB, the Commission will find the bid to be non-responsive. A bidder's failure to comply with the Commission's Anti-Discrimination Program may also make its bid non-responsive.

A bid may be rejected as non-responsive if it is submitted on any form other than the attached official forms. A bid may also be rejected as non-responsive if the bidder imposes conditions that modify the IFB or limit the firm's liability.

"Responsible" means the bidder is capable to fully perform the contract requirements and has demonstrated integrity and reliability that assure good faith performance. If the Commission determines that the bidder is not responsible, the bid will be rejected. A bid from a debarred or suspended offeror will be rejected as not responsible.

If the bidder fails to supply information, within the specified time frame, that the Commission needs to be able to determine responsiveness and responsibility on a timely basis, the bidder may be deemed non-responsive or not responsible.

Unless otherwise stated in the Special Conditions Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right to waive minor informalities or irregularities in bids when reviewing bids for award.

#### CANCELLATION OF INVITATIONS FOR BIDS

At any time prior to the award of the solicitation, whenever it determines that such action is fiscally advantageous to it or otherwise in its best interest, the Commission may cancel in whole or in part any Invitation For Bids. Whenever such action is taken before the Bids are opened by the Commission, Bids will be returned unopened to all Bidders, together with a Notice of Cancellation which will contain any information then known to the Commission regarding future plans related to the procurement. Whenever such action is taken after the Bids are opened, the Commission will send a Notice of Cancellation which will contain any information then known to the Commission regarding future plans related to the procurement.

#### FAILURE OF SUCCESSFUL BIDDER TO EXECUTE CONTRACT

The failure of the successful Bidder to execute and deliver, within the required period, either the Contract, Bonds, Certificate of Insurance or any of the other papers required by these Instructions to Bidders shall be just cause for annulment of the award of the Contract to the Bidder by the Commission and the forfeiture, as liquidated damages and not as a penalty, of the Bid Bond in an amount equal to the increased cost to the Commission of, at its sole option, either awarding the Contract to the next lowest responsive and responsible Bidder or re-advertising and re-bidding the work for award under another Invitation For Bids.

## BID PROTESTS

Any actual or prospective bidder who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- the name and address of the protester.
- identification of the solicitation or purchase.
- statement of reasons for the protest.
- any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- the remedy sought.

The purchasing agent shall, upon written request, make available to the protester information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential.

The protester shall submit any additional information requested by the Purchasing Manager within five calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

## **Section II. GENERAL CONDITIONS**

### **ETHICS IN PROCUREMENT**

By submitting a bid, the offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of a Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (phone: 301/454-1600).

### **SPECIFICATIONS**

All work must be furnished in accordance with the Specifications section of the bid.

### **BRAND NAMES OR EQUAL ITEMS**

Except as may be specifically indicated to the contrary elsewhere within the bidding or contract documents, the specification by description of or reference to any particular product or item of material or equipment by type, brand name, make, model, catalog number or design description is intended only to establish a standard of quality. Any product, material or equipment of equal quality which is also the functional equivalent of and possesses the salient characteristics found in the particular item so specified may be substituted upon the approval of the Commission. Unless specifically noted in the Commission's Invitation for Bids, bidders are not restricted to the specific brand, make or manufacturer named but may offer to the Commission any material that the bidder considers equivalent to that specified or indicated.

The Commission reserves the right to approve as equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements even though the article may comply substantially.

The product offered as "or equal" must be clearly disclosed in the bid proposal. If it is not, the Commission will not be under any obligation to examine such product to determine whether it is or is not equal and will do so only when it is determined to be in the best interest of the Commission.

Bidders must submit descriptive literature and/or samples of "or equal" products.

Requests for approval of "or equal" products may be made prior to the time specified for bid opening. The requirements for such approval are the same as the requirements for substitutions which are covered next.

### **SUBSTITUTIONS**

Substitutions are considered to be:

- Any change to the specifications in the bid proposal other than an "or equal" product
- Any change to the specifications after the bid opening.

No substitution will be considered prior to receipt of bids unless a written request for approval has been received by the Commission at least five (5) workdays prior to the date set for the opening of the bid. Each request must include the name of the material or equipment for which it is to be substituted as well as a complete description of the proposed substitute including, as appropriate, drawings, cuts,

performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the bidder.

The decision made by the Commission's representative to approve or disapprove a proposed substitution will be final. If the representative approves any proposed substitution prior to receipt of bids, such approval will be set forth in a written addendum to the bid document. Bidders must not rely upon approvals made in any other manner.

The procedure described above also applies to requests for approval of "or equal" products prior to bid opening. The Commission is under no obligation to consider any substitution after the bid opening. However, if it is in the best interest of the Commission to consider a substitution, it may do so. Any substitutions that are accepted by the Commission after the bid opening will be provided for in the contract, or in an amendment to the contract, or by change order to the Contract or Purchase Order.

### ESTIMATES MADE BY THE COMMISSION

Any quantities or dollar values given by the Commission as estimates or approximates, or as needs requirements, are given as a general guide for preparing the bid but are not guaranteed amounts. They represent the best estimate of the Commission but are subject to increase or decrease. Any such variance will not change the unit prices to be paid for the product or services.

### TAXES

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

### PAYMENT

The Commission within 30 days after acceptance of the work and submission by the Contractor of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the contractor, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

### COMPLETION OF WORK

Upon award of the bid, bidders must be prepared to complete/deliver the work within the time stated in the bid or within the time stated in the proposal if the bid does not state a completion/delivery time.

### ANTI-DISCRIMINATION PROGRAM

By submitting a bid, a bidder shall understand and agree to:

- Not discriminate against minority, female, and disabled-owned firms (MFDs) in the selection of subcontractors on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subcontractors and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require offerors to submit standardized forms with their bids that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the bid documents specifies whether these

forms must be submitted.

- Not discriminate against MFDs in their performance of work as subcontractors on Commission contracts.
- Submit forms verifying payment to subcontractors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability, or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from bidding on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies.

A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act of 1990.

### Section III. SPECIAL CONDITIONS

#### 1. TIME FOR PROJECT COMPLETION AND LIQUIDATED DAMAGES

This contract shall be in effect from the start date specified in the Notice to Proceed until final payment and disbursement of funds. **ALL WORK TO ACHIEVE SUBSTANTIAL COMPLETION SHALL BE ACCOMPLISHED IN THREE HUNDRED SIXTY (360) CALENDAR DAYS. FINAL COMPLETION SHALL BE ACCOMPLISHED IN THIRTY (30) CALENDAR DAYS AFTER SUBSTANTIAL COMPLETION.**

The completion days shall be consecutive calendar days beginning ten (10) days after the date given in the Contract Administrator's written notice to commence work. If the Contractor refuses or fails to complete such work within the period hereinabove stated, subject to the conditions named in the specifications and drawing, the Commission may deduct from the final payment the sum of **\$1,000.00 per day** as fixed and agreed liquidated damages, but not as a penalty, for each calendar day delay after the expiration of such period until the final physical completion of the work and its acceptance by the Commission.

#### **CONTRACTOR SHALL NOTE THE FOLLOWING INFORMATION ABOUT CLOSURE PERIODS FOR WATERWAY WORK:**

Both U.S. Army Corps of Engineers (USACE) and Maryland Department of the Environment (MDE) permits have time-of-year restrictions:

- **U.S. Army Corps of Engineers (USACE):** The USACE conditions include: All in-water work must not be conducted during the period from February 15 to June 30, inclusive of any year, to minimize impacts on anadromous fish.
- **Maryland Department of Environment (MDE):** The MDE conditions include: The Licensee shall not perform any construction from November 15th through March 1st of any year to protect wintering waterfowl. The proposed project site is located in a Historic Waterfowl Concentration Area.

M-NCPPC is seeking a waiver from USACE and MDE at this time. At this time M-NCPPC anticipates receiving waivers from both USACE and MDE before bids are due for this project and will be confirmed through a future addendum for this project. Offerors shall provide pricing under the assumption that there will be no work stoppages during the time of performance.

For this project the work period is defined as:

- a) Monday 7:00 am through Friday 7:00 pm. (Work period)
- b) The end of the work period (Friday 7:00 pm) shall be considered the end of the time made available to the Contractor. Any additional time needed for Contractor operations shall be coordinated with park personnel prior to construction activity.
- c) All weekend work shall be specifically coordinated with park personnel prior to construction activity.  
The Patuxent River Park shall be opened to the public for normal operations. Only the boat ramp shall be closed to public use during the Time of Performance.

#### 2. MINORITY, FEMALE, AND DISABLED (MFD) SUBCONTRACTING LEVEL OF PARTICIPATION

This Invitation for Bid (IFB) has significant subcontracting opportunities and, therefore, each bidder must demonstrate compliance with the Commission's nondiscrimination in subcontracting program. This IFB falls into the major procurement category of Construction. A MFD subcontracting level of participation of **16%** has been established for this IFB. A Nondiscrimination in Subcontracting Bid Form (Form 5G) must be completed and signed by an authorized person in order to be deemed responsive.

### 3. SUBCONTRACTOR UTILIZATION REPORT

The Bidder shall be required to submit a detailed breakdown (type, amount, percentage of total project) of all work to be performed by the Bidder and each proposed Subcontractor with his bid utilizing Form 5H. Once a contract has been awarded to the successful Bidder, no portion of the resulting contract shall be subcontracted, assigned or otherwise disposed of except upon written consent of the Commission Contract Administrator. If a contract is awarded to the Bidder, the Bidder agrees to document the utilization of all subcontractors by completing a Subcontracting Utilization Report. This report documents payments made to Subcontractors for work performed in connection with the IFB and contract identified on the report. The report includes the Subcontractor's name, total contract amount, payments made this period, payments to date, and the total percentage paid. A copy of the report is attached. See the Forms Section. If the Bidder is awarded a contract as a result of this IFB, submission of this report will be required with each request for payment.

### 4. INVESTIGATION OF LOCAL AND SITE CONDITIONS

By submitting a bid, Bidders acknowledge that they have conducted an investigation of the local and site conditions and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, the handling and storage of materials and equipment, the availability of labor, water, electric power and roads, uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, and the character of the equipment and facilities needed preliminary to and during the prosecution of the work.

Bidders further acknowledge that they have satisfied themselves as to the character, quality and quantity of the surface and subsurface materials existing at the site, including the presence of hazardous materials and the requirements for their removal, or obstacles to be encountered, insofar as that information is reasonably ascertainable from either an inspection of the site, the exploratory work done by the Commission or the information presented by the Drawings and Specifications for the Work.

Bidders further acknowledge that they have confirmed the existence and location of all utilities by contacting Miss Utility. Any failure by Bidders to acquaint themselves with the available information will not relieve them of responsibility for having properly estimated the difficulty or cost of successfully performing the Work. Bidders are solely responsible for all conclusions and interpretations made by them on the basis of the information made available by the Commission.

### 5. EXAMINATION OF PLANS AND SPECIFICATIONS

By submitting a bid, Bidders acknowledge that they have examined the Drawings, Specifications and other Contract Documents, and also satisfied themselves that where the Contract Documents require, for any part of the Work, that a given result be produced, those Contract Documents are adequate to produce that required result. Bidders further acknowledge that they will make no claim for any changed or additional Work upon the basis of any alleged impossibilities in the production of the result required by the Contract Documents, or because of any allegedly inadequate or improper Drawings and Specifications. Whenever such a given result is required, Bidders acknowledge that they will provide any and all extras and make any changes needed to produce, to the satisfaction of the Construction Manager, that required result.

### 6. DOCUMENTS REQUIRED OF THE CONTRACTOR

Proof of Carriage of Insurances: The Contractor will be required, simultaneously with the execution of

the Contract, furnish the Commission with satisfactory proof of all insurance required by Form 5C. Form 5C Insurance Checklist identifies the types and limits of coverage required for this project. This list supersedes other insurance requirements that may be referenced in the General Conditions.

Bidders must be licensed as required by Annotated Code of Maryland, Business Regulation, Title 17. Miscellaneous State Business Licenses, Subtitle 6. Construction, Section 17- 602. License Required and Section 17-603. License Fees. Satisfactory evidence of compliance therewith will be required to be submitted by the successful Bidder prior to contract award.

Itemized Contract Breakdown: The Contractor shall submit to the Engineer a detailed breakdown of the contract price at least 14 calendar days before his first periodic request for partial payment. The values employed in making up this itemized contract breakdown will be used only for determining the basis of partial payments and will not be considered as fixing, a basis for additions to or deductions from the contract price.

Progress Schedule: See General Conditions, paragraph 6.3.

Guarantee: The Contractor shall guarantee in writing upon the Commission's Guarantee Form (Form 5J) to the Commission that he will repair or replace any or all work, together with any work, which may be displaced, damaged, or marred in doing so, that may prove defective in failure to conform for one (1) year.

## 7. DUST CONTROL

Throughout the entire construction period, the Contractor shall maintain dust control. Inherent for this project is the control of airborne particulate in accordance with all regulating agencies.

## 8. BARRICADES

The Contractor shall provide and maintain a temporary fence barricade to isolate the construction. Provide at least two (2) "No Trespassing" signs. The fencing must remain in place until final acceptance of work by the Commission, or otherwise directed by the Maryland- National Capital Park and Planning Commission.

## 9. REDUCTION IN RETAINAGE

The Commission reserves the right to approve or disapprove the Contractor's request for a reduction in the Retainage being held under the contract. **No such reduction shall be considered before substantial completion is achieved.** Any such approvals granted to a request for a reduction in the Retainage shall be conditional upon receipt of a Consent of Surety to a reduction in the Retainage. Retainage shall be administered in accordance with The Annotated Code of Maryland, Finance and Procurement Regulations, Title 17, Section 17- 110.

## 10. BID GUARANTIES, PAYMENT AND PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE

All Bids, where total bid is in excess of \$100,000., must be accompanied by a Bid Bond, in an amount equal to not less than five percent (5%) of the total amount of the Base Bid, properly executed in favor of the Commission. A performance bond and a labor and material payment bond, each in the amount of 100 percent of the contract amount, are required for any construction contract in excess of \$100,000.

Acceptable security for bonds include:

- a. A bond in a form satisfactory to the Commission underwritten by an acceptable bonding company. Acceptable bonding companies are those having active claims offices in the District of Columbia; Arlington or Fairfax Counties or the City of Alexandria in Virginia; or Montgomery, Prince George's or Baltimore Counties in Maryland; and which are licensed by the Maryland Commissioner of Insurance and currently have a "A" or better rating from A.M. Best Company, or a minimum Standard & Poor's rating of BBBq. The bonding company must have a resident agent named in Maryland.
- b. A bank certified check, bank cashier's check, bank treasurer's check, or bank trust account.
- c. Pledge of securities backed by the full faith and credit of the United States Government or bonds issued by the State of Maryland or Montgomery or Prince George's Counties in Maryland.
- d. Irrevocable Letter of Credit acceptable to the Commission.
- e. Alternative security approved by the Secretary-Treasurer.

The life of all contract securities must be consistent with the performance period of the contract.

All bid guaranties, except those of the three lowest Bidders, will be returned upon request following the opening and evaluation of Bids. The guaranties of the three lowest Bidders are to be returned upon request following the execution of the awarded contract by the successful Bidder.

The successful Bidder must deliver the executed performance and payment bonds, together with all certificates of insurance required by the contract documents and the executed contract, to the Commission within 10 calendar days after receipt of the proposed contract. If the successful Bidder fails to deliver these items within that period, the Commission will reject the bid and Bidder will forfeit the bid guaranty. The Commission may then award the contract to the next lowest responsive and responsible Bidder.

## 11. RELEASE OF LIENS

All release of liens shall be made upon the attached form (Form 5K) and must be submitted to the Engineer before final payment is made to the Contractor.

## 12. CLOSE OUT OF CONTRACT

In addition to the documents previously requested and those required by specifications, the following shall be provided to the Commission in conjunction with the Contractor's request for contract close out.

Summary of items required for contract close out:

- A. Final application for payment
- B. Consent of surety to final payment (if applicable)
- C. Release of Liens
- D. Guarantees
- E. As-built drawings (one (1) each - electronic pdf file and paper copy)

## 13. PAYMENT AND FINAL INSPECTION

All payment applications shall be submitted on notarized AIA Form G702 (Contractors Application for Payment) with AIA Form G703 (Schedule Values) attached.

A final inspection must be conducted to assure all specified work was completed correctly, and any resulting punch list deficiencies must be corrected prior to final payment being approved. A final contract payment, less any liquidated damage accruals, shall be made upon satisfactory completion of the project and submission of a pay request. Final payment request must be accompanied by all items listed above in Special Conditions, paragraph 9.

#### 14. CONTRACTOR QUALIFICATIONS

The Bidder must submit satisfactory evidence that they possess the necessary experience, ability, personnel, equipment and financial resources to do the type and quality of construction work required and in the permitted time period by submitting the following with the bid:

- A. General Contractor's copy of the certification / license by the Clerk of the Circuit Court or other licensing agency for the type of work they will be performing. The Contractor shall have a current Marine Contractor license issued by Maryland Department of the Environment.
- B. Letter stating that the firm and principals for the General Contractor have been performing the same type of work as proposed for a minimum of five (5) consecutive years.
- C. The Bidder must submit at least three (3) references (Contractor Reference Questionnaire-Form 5E), satisfactory to the Commission, for projects completed in the past three (3) years of a similar size and nature, located within a 150-mile radius of Prince George's County, Maryland.
- D. The reference projects must involve:
  - 1. At least two (2) Contractor reference shall be for general site work
    - Excavation, clearing & grubbing, tree removal/pruning/protection and stabilization.
    - Asphalt paving, concrete paving and flatwork.
    - Landscaping.
  - 2. At least one (1) Contractor reference shall be for a marine facility or marine equipment installation including, but not limited to following project specific areas:
    - Concrete boat ramp, floating kayak launch and fishing pier.
- E. References shall include the:
  - 1. Property name
  - 2. Address
  - 3. Contact person name and Title
  - 4. Telephone number and e-mail address
  - 5. The dates work was performed, including starting and ending date.
  - 6. The percentage of work performed by Bidder.
  - 7. A brief description of the types of work, methods and materials used.

The Commission reserves the right to make inquiries of any persons to confirm experience, skill and satisfactory level of work by the bidders and subcontractors.

Firms not meeting the above requirements may be deemed nonresponsive. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder/Contractor to perform the work and the Bidder/Contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request. Failure to provide the required information may render the bid nonresponsive.

#### 15. INCLEMENT WEATHER DAYS

Unusually severe weather is any weather that exceeds the average number of weather days as listed below **AND** affects the major work activities on the critical path of the Project as established by the baseline schedule, as approved by the Owner's Representative.

The following schedule represents the mean average of the total number of inclement work days from the preceding 5 years. This data has been taken from the daily precipitation totals of days where rainfall exceeds 0.1", snow exceeds 1", temperature above 100 degrees, & temperature below 0 degrees, as compiled by the National Oceanographic and Aeronautic Administration (NOAA) and/or local reporting agencies.

The rounded inclement weather work days are non-compensable days that the Contractor shall include when bidding this project and developing the project schedule.

**TABLE TO CALCULATE FIVE YEAR AVERAGE WEATHER WORK DAYS PER MONTH**

**MONTHLY AVERAGE WORKING DAYS (2019 - 2023) WASHINGTON, D.C.**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
<b>NOAA Data 2023 Calendar Days</b>	9	7	8	6	9	7	6	7	8	12	8	12
<b>NOAA Data 2022 Calendar Days</b>	9	7	8	6	9	7	6	7	8	12	8	12
<b>NOAA Data 2021 Calendar Days</b>	7	6	9	7	8	7	8	7	6	5	6	7
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
<b>NOAA Data 2020 Calendar Days</b>	9	7	8	6	9	7	6	7	5	4	5	3
<b>NOAA Data 2019 Calendar Days</b>	5	5	4	5	4	10	8	4	3	5	5	9
<b>Total Inclement Weather Calendar Days</b>	29	29	31	27	33	31	44	36	29	32	25	37
<b>Average Inclement Weather Calendar Days</b>	5.8	5.8	6.2	5.4	6.6	6.2	8.8	7	5.8	6.4	5	7.4
<b>Calendar Days per Month</b>	31	28	31	30	31	30	31	31	30	31	30	31
<b>Average Work Days per Month</b>	21	19	22	21	21	21	21	22	21	22	20	21
<b>Percent Work Days per Month</b>	67.7	67.9	71.0	70.0	67.7	70.0	67.7	71.0	70.0	71.0	66.7	67.7
<b>Average Inclement Weather Work Days per Month</b>	3.9	3.9	4.4	3.8	4.5	4.3	6.0	5.0	4.1	4.5	3.3	5.0

<b>Rounded Inclement Weather Work Days per Month</b>	4	4	4	4	5	4	6	5	4	5	3	5
--	---	---	---	---	---	---	---	---	---	---	---	---

**INCLEMENT WEATHER DAY INCLUDES:** Rain that exceeds 0.1 inches, snow that exceeds 1 inch, temperature less than 0 degrees, and temperature greater than 100 degrees

**16. SCHEDULE**

By submitting a bid, the Bidder shall ensure that the staffing and equipment requirements are available to prosecute the work in force and without delay within ten (10) calendar days of the date of the Notice to Proceed.

**17. CONSTRUCTION PRICING BREAKDOWN**

The Commission is subject to financial reporting requirements involving allocation of costs associated with new construction and major improvements. Therefore, the Contractor will be required to supply the Commission with cost breakdown reports of major components of this project. The reporting of estimated cost allocations on the Commission furnished form shall be submitted by the Contractor with the proposed contract, along with any required Certifications of Insurance and/or Payment and Performance Bond or required documents.

The report from the Contactor shall be comprised of the total, lump sum costs initially estimated to be allocated to each of the following applicable categories as directed by the Commission: Buildings, Infrastructure (roads, parking lots, trails, dams, vehicular bridges), Other Improvements (playgrounds and equipment, sports lighting, sports courts) and Repairs/Renovations/Maintenance. The total of the initial estimated cost allocations shall equal the Total Bid amount bid, not including unit prices.

**18. GREEN CARD CERTIFICATION**

Contractors or their subcontractors performing grading or installing/maintaining at sediment control facilities on M-NCPPC development projects must employ a responsible person to perform or supervise the work who has a current “green card” certification (MDE Erosion and Sediment Control Training).

**19. BASIS OF AWARD**

Determination of lowest responsive and responsible bid shall be the Base Bid – Lump Sum.

Prompt payments as stated in the bid shall be considered when evaluating the bids and determining the low bidder. Discounts for periods of less than 20 calendar days will not be considered in determining the low bidder. The award shall go to the lowest, responsive and responsible bidder, after calculation of any qualifying prompt payment discount.

**20. SEQUENCE OF CONSTRUCTION**

The sequence of construction shall be at the discretion of the Contractor, provided that it meets the requirements of permits, specifications and the 360 days stated herein.

**21. PREVAILING WAGE REQUIREMENTS**

This project is subject to the Maryland Prevailing Wage Law. The bid form contains a statement that the Bidder must mark attesting to their adherence to the prevailing wage rates. Any bids not using the

prevailing wage rates shall be considered non-responsive and ineligible for award.

Upon notification of the successful bidder, the Contractor must register with DLLR as “contractor-on-record” for the assigned case number. The Contractor shall report certified payroll statements to DLLR using the rates in the Prevailing Wage Determination.

Bidders are strongly advised to review the Prevailing Wage Requirements at DLLR web site at: <http://www.dllr.maryland.gov/labor/prev/>

Final payment shall be contingent upon the Contractor satisfying all reporting and compliance requirements of DLLR.

## Section IV. PROJECT SCOPE

The Jackson's Landing project is to renovate an existing boat launch facility along the Patuxent River in Prince George's County. Most of the work will take place in the Patuxent River with on-land renovation limited to less than 5,000 square feet. M-NCPPC has obtained a permit from The Army Corps of Engineers which regulates construction activities in the Patuxent River for the entirety of the limits of disturbance on this project. The major proposed improvements are listed below; Bidder shall consult attached Construction Drawings and technical specifications for full detail.

1. Demolition and disposal of existing structures and materials per Construction Drawings and Specifications.
2. Construct new concrete boat ramp.
  - a. The elevation of the new concrete boat ramp on land shall be raised above the existing ramp as shown on Construction Drawings to accommodate anticipated sea level rise associated with climate change.
  - b. The concrete boat ramp shall be 21-foot-wide by 78-foot-long (minimum) with raised curb stop at the end of boat ramp.
  - c. Flank walls on both sides of the new concrete boat ramp.
  - d. 14% slope maximum on the concrete boat ramp.
  - e. Chevron angled grooves for traction down the entire length of the ramp.
  - f. Drop-off area.
  - g. A L-shape floating pier.
3. Construct new kayak launch.
  - a. 6-foot-wide accessible fixed timber pier.
  - b. ADA accessible aluminum gangway.
  - c. 235 square-feet +/- floating kayak launch and landing.
  - d. ADA transition bench and accessible launch with rollers and rails.
4. Construct new fishing pier.
  - a. 6-foot-wide by 78-foot-long (minimum) accessible fixed timber pier with a 10-foot-wide by 65-foot-long (minimum) "L" section accessible fixed timber fishing pier with railings.
  - b. 4 benches.
  - c. 3 ADA compliant fishing stations.
5. Renovate existing parking area.
  - a. Parking area with grass pavers (less than 5,000 square feet).
  - b. One accessible parking space with wheel stop, signages and markings.
  - c. Landscaping.

Contractor shall refer to Construction Drawings and Specifications attached to this IFB document for full construction details.

For all the products specified in the drawings and specifications, the Contractor can submit "as equal" substitution requests to the Owner for review and approval. Contractor shall refer to sections "C.8 Equal Products, Materials and Equipment", "C.9 Substitutions", "D.4.4.5 Substitutions", and "D.4.4.6 Approved

Equals" for detail.

The Contractor will be responsible for obtaining and paying for all required trade permits. Army Corps of Engineers (COE) Joint Permit, Critical Area Approval, and Prince's George's County permit/exemption have been obtained by M-NCPPC.

The Contractor shall have a current Marine Contractor license issued by Maryland Department of the Environment.

Contractor shall note Federal Funds are used for this project and Davis Bacon rates apply. See Federal Form 1273 (**Attachment 3**) for Federal-Aid Construction Contract Provisions.

**CONTRACTOR SHALL NOTE THE FOLLOWING INFORMATION ABOUT CLOSURE PERIODS FOR WATERWAY WORK:**

Both U.S. Army Corps of Engineers (USACE) and Maryland Department of the Environment (MDE) permits have time-of-year restrictions:

- **U.S. Army Corps of Engineers (USACE):** The USACE conditions include: All in-water work must not be conducted during the period from February 15 to June 30, inclusive of any year, to minimize impacts on anadromous fish.
- **Maryland Department of Environment (MDE):** The MDE conditions include: The Licensee shall not perform any construction from November 15th through March 1st of any year to protect wintering waterfowl. The proposed project site is located in a Historic Waterfowl Concentration Area.

M-NCPPC is seeking a waiver from USACE and MDE at this time. At this time M-NCPPC anticipates receiving waivers from both USACE and MDE before bids are due for this project and will be confirmed through a future addendum for this project. Offerors shall provide pricing under the assumption that there will be no work stoppages during the time of performance.

**Construction General Conditions, Drawings, and Specifications are sent as attachments to this IFB document.**

**DRAWING INDEX**

Sheet No.	Sheet Title
1 of 9	Cover Sheet
2 of 9	Key Sheet
3 of 9	Existing Conditions & Demolition Plan
4 of 9	Site Plan
5 of 9	Fixed Pier Details
6 of 9	Boat Ramp & Gangway Details
7 of 9	Floating Pier & Flank Wall Details
8 of 9	Pier Plan, Profile, & Details
9 of 9	Site Details & Notes

## TECHNICAL SPECIFICATIONS

Section Number	Title
Division 1	General Description Scope of Work and Special Conditions
Division 2	Demolition and Removal of Existing Structures
Division 3	Timber Construction
Division 4	Floating Pier
Division 5	Pile Caps
Division 6	Steel Pipe Anchor Piles
Division 7	Reinforced Concrete Boat Ramp
Division 8	Bituminous Pavement
Division 9	Bituminous Pavement
Division 10	Signage, Striping, Bollards, Curb Stops, Ladders, and Fire Extinguishers
Division 11	Restoration of Graded or Disturbed Areas and Site Plantings
Division 12	Sediment and Erosion Control

## Section V. FORMS

### A. Submit the following REQUIRED FORMS with your bid response:

#### 1. **Pricing Schedule – Form 5A. must be completed and signed by an authorized person.**

All Unit Costs and Total Price must be clearly entered in dollars and cents. Make your decimal points clear and distinct. Any line items at No Cost to the Commission must be clearly entered in the Unit Price, if appropriate, and extend price by \$0.00. Pricing shall be all inclusive of all shipping and handling costs. No additional cost shall be accepted.

#### 2. **Bid Declaration – Form 5B. Must be completed and signed by an authorized person.**

#### 3. **Insurance Checklist- Form 5C.**

The Insurance Checklist must be signed by the authorized member of the firm and the firm's insurance agent. *Failure to complete and submit this form may result in your firm being deemed non-responsive.* The Bidder shall be required, prior to the execution of issuance of a Purchase Order or written contract, to furnish a Certificate of Insurance with satisfactory proof of all insurance required by the Insurance Checklist.

#### 4. **Reference Form - Form 5D.**

Bidders must furnish at a minimum three references for projects or work orders currently active and/or completed in the last two (2) years that are in similar scope and size of the work to be performed under this contract.

#### 5. **Contractor Reference Questionnaire – Form 5E.**

Bidders must furnish at a minimum three completed Contractor Reference Questionnaires that are associated with the supplied references on Form 5D. These should be completed by the Owner/Owner's Representative of the projects submitted as references.

#### 6. **Contractor's Contact Information -Form 5F.**

Bidders must provide contact information for personnel who will be responsible for service calls during business hours and emergency hours.

#### 7. **Nondiscrimination in Subcontracting- Form 5G.**

This form provides directions for documenting compliance with M-NCPPC's nondiscrimination policy. A Nondiscrimination in subcontracting form must be completed and signed by an authorized person.

#### 8. **Subcontractor Utilization Report- Form 5H.**

Bidders must document any subcontractor to be utilized with total subcontract amount, percentage of total contract amount and MFD status.

Subcontractor Report of Payments Received shall be submitted with Contractor's periodic billings for this project. This form does not need to be included with the bid response.

#### 9. **Statement of Evidence of Responsibility – Form 5I.**

Bidders must complete and sign this form and attach all required supporting documentation.

**10. Guarantee – Form 5J.**

This form is required to be submitted as part of the contract close out process.

**11. Release of Lien – Form 5K.**

Release of Liens is required to be submitted as part of the contract close out process.

- B. **Sample Contract – Attachment 1.** This a sample contract for informational purpose. Any exception shall be requested at the bid submission. If no exceptions, the bidder will be provided with a letter of recommendation with contract for signature for final execution at the contract award.
- C. **Cost and Price Analysis Form – Attachment 2.** This a sample quote sheet that must be utilized after the contract award for any maintenance, inspection, and repairs. Prior to commencement of any service, M-NCPPC must issue a Purchase Order.
- D. **Federal Form 1273 – Attachment 3.** This is the federal form of required contract provisions for federally funded construction projects.
- E. **Construction General Conditions – Attachment 4.** This attachment has M-NCPPC's Construction Project General Conditions.
- F. **MNCPPC Wetlands License & Plans - Attachment 5.**
- G. **Approved Building Permit Plans - Attachment 6.**
- H. **Building Permit and Documents - Attachment 7.**
- I. **Jackson's Landing Technical Specifications - Attachment 8.**
- J. **NAB-2022-60161.20220923.SP Final Permit - Attachment 9.**
- K. **Department of Labor Highway Informational Wage Rates - Attachment 10.** This attachment is for the prevailing wages that are to be used on this project.

IFB # B44-111

PATUXENT RIVER PARK – JACKSON'S LANDING BOAT RAMP RENOVATIONS

The undersigned hereby certifies that bidder has examined and fully comprehends the requirements and intent of the plans, and specifications and addendum.

Number _____	Dated _____	Number _____	Dated _____
Number _____	Dated _____	Number _____	Dated _____
Number _____	Dated _____	Number _____	Dated _____

for the above project; that the bidder has visited the site and examined all conditions affecting the work and proposes to furnish all labor, supervision, material, tools, equipment, engineering, supervision, etc., necessary for or incidental to, the proper execution of the work.

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

Name & Title (type or print) \_\_\_\_\_

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

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

(Optional) Prompt Payment Discount: \_\_\_\_\_ %; twenty days; net 30 days.

**CONTRACTOR SHALL NOTE THE FOLLOWING INFORMATION ABOUT CLOSURE PERIODS FOR WATERWAY WORK:**

Both U.S. Army Corps of Engineers (USACE) and Maryland Department of the Environment (MDE) permits have time-of-year restrictions:

- **U.S. Army Corps of Engineers (USACE):** The USACE conditions include: All in-water work must not be conducted during the period from February 15 to June 30, inclusive of any year, to minimize impacts on anadromous fish.
- **Maryland Department of Environment (MDE):** The MDE conditions include: The Licensee shall not perform any construction from November 15th through March 1st of any year to protect wintering waterfowl. The proposed project site is located in a Historic Waterfowl Concentration Area.

M-NCPPC is seeking a waiver from USACE and MDE at this time. At this time M-NCPPC anticipates receiving waivers from both USACE and MDE before bids are due for this project and will be confirmed through a future addendum for this project. Offerors shall provide pricing under the assumption that there will be no work stoppages during the time of performance.

## Pricing Schedule for IFB#44-111 Patuxent River - Jackson's Landing Boat Ramp Renovations

Item	Description	Amount
<u>1</u>	<p><b>Demolition and Disposal</b></p> <p>Provide all labor, supervision, equipment and/or materials to perform work specified and necessary for the demolition and disposal of the existing ramp, dock, pier, and associated work described in the drawings and technical specifications.</p>	\$
<u>2</u>	<p><b>Concrete Boat Ramp with A L-Shape Floating Pier</b></p> <p>Provide all labor, supervision, equipment and/or materials to perform work specified and necessary for the construction of the concrete boat ramp with a L-shape floating pier and associated work described in the drawings and technical specifications.</p>	\$
<u>3</u>	<p><b>Kayak Launch</b></p> <p>Provide all labor, supervision, equipment and/or materials to perform work specified and necessary for the construction of the kayak launch and associated work described in the drawings and technical specifications.</p>	\$
<u>4</u>	<p><b>Fishing Pier</b></p> <p>Provide all labor, supervision, equipment and/or materials to perform work specified and necessary for the construction of the fishing pier and associated work described in the drawings and technical specifications.</p>	\$
<u>5</u>	<p><b>Accessible Parking Area</b></p> <p>Provide all labor, supervision, equipment and/or materials to perform work specified and necessary for the construction of the accessible parking area and associated work described in the drawings and technical specifications.</p>	\$
<u>6</u>	<p><b>Lump Sum Total:</b></p> <p>Written: (Do Not Round Off Numbers)</p>	\$

Bidder attests that bid pricing adheres to the applicable prevailing wage rates.



# BID DECLARATION

Page 2 of 2

To execute the form of contract and begin work within ten (10) days of the date of Notice to Proceed and to prosecute said work so as to complete the construction specified within THREE HUNDRED SIXTY (360) calendar days maximum, as defined in the specifications. In the event a project is over \$100,000, to furnish a Performance Bond in the full amount of the contract award, and a Labor and Material Payment Bond, as security for the construction and completion of the construction specified in accordance with the plans and specifications and contract.

To guarantee all of the work performed under this contract to be done in accordance with the specifications and in a good workmanlike manner, and to reconstruct or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance.

Enclosed herewith find bid bond (or acceptable alternate) in accordance with paragraph 20 of Instructions to Bidders in the amount of (\$) ) for five (5) percent of the aggregate amount of the bid (if the bid is over \$100,000) payable to The Maryland-National Capital Park and Planning Commission as a proposal guarantee, which it is understood will be forfeited in the event the contract is awarded to this bidder and the Form of Contract is not executed within ten (10) days thereafter.

Signature (circle one: Individual, Partner, Officer)

---

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

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

**(NOTE:** The bidder or bidders must sign here, and the address of each must be given. In case of firms, the firm's name must be signed and subscribed to by at least one member. In case of corporations, corporate name must be signed by some authorized officer or agent thereof who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm, or the names, addresses and titles of every officer of a corporation, as is the case, must be given here by the member of the corporation who signs the proposal.)

## FORM 5C. INSURANCE CHECK LIST

COVERAGE REQUIRED	LIMITS (Minimums)
<b>1. Worker's Compensation</b> <input type="checkbox"/> Accident (Each) <input type="checkbox"/> Disease (policy limits) <input type="checkbox"/> Disease (each employee)	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
<b>2. General Liability</b> <input type="checkbox"/> Products Liability & Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Premises & Operations <input type="checkbox"/> XCU for explosion and/or cave in <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury and Advertising <input type="checkbox"/> Medical Payment any one person	All items in No. 2: \$1,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence  \$5,000 per occurrence
<b>3. Contractual Indemnity/Hold Harmless Exactly as Specified</b>	
<b>4. Automobile Liability</b> Owned Hired, Non-owned & Leased <input type="checkbox"/> Bodily Injury Each person Each occurrence <input type="checkbox"/> Property Damage Each occurrence Or Combined Single Limit	 \$ 500,000 \$1,000,000  \$ 300,000 \$1,000,000
<b>5. Excess Liability</b> Combined Single Limit	\$1,000,000
<b>6.</b> The Maryland-National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
<b>7. Other Insurance</b> <input type="checkbox"/> Renovation over \$50,000 All Risk Builders Coverage <input type="checkbox"/> Professional Liability For errors, omissions, and negligent acts, per claim and per aggregate, with one year discovery period and no greater than a \$25,000 deductible. Combined Single Limit (Professional services contracts only)	\$ 250,000
<b>8.</b> 30 days Cancellation Notice Required 45 days Cancellation Notice Required	Under \$500,000 Over \$500,000
<b>9.</b> Best's Guide <b>A</b> rating or better/ S&P Rating of <b>BBB</b>	
<b>10.</b> The Certificate Must State Bid Number and Bid Title.	IFB #B44-111 Patuxent River Park – Jackson's Landing Boat Ramp Renovations
<b>BIDDER AND INSURANCE AGENT STATEMENT</b>	
We understand the insurance requirements of these specifications and will comply in full if awarded this contract.	
<b>Bidder Signature</b>	<b>Insurance Agency Signature</b>

FORM 5D. Reference Form

1. FIRM NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

2. FIRM NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

3. FIRM NAME: \_\_\_\_\_  
NAME OF CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK PERFORMED: \_\_\_\_\_  
CONTRACT PERIOD: FROM \_\_\_\_\_ TO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_



9. How would you rate the Contractor's safety performance?

1 2 3 4 5 6 7 8 9 10  
Poor Excellent

Schedule

10. Did the Contractor meet critical schedule/milestone dates?

1 2 3 4 5 6 7 8 9 10  
No Yes

Construction Means and Methods Skills

11. Did the Contractor demonstrate adequate technical knowledge to successfully execute the work?

1 2 3 4 5 6 7 8 9 10  
Poor Excellent

Cost Control

12. Was the Contractor effective in controlling costs on the project?

1 2 3 4 5 6 7 8 9 10  
Poor Excellent

13. Did the Contractor submit substantiated change order requests?

Yes No

14. Were change order negotiations difficult?

1 2 3 4 5 6 7 8 9 10  
Very Difficult No

15. Was there any litigation on this project?

Yes No

If Yes, please describe the nature and outcome of the litigation.

Customer Satisfaction

16. How would you describe the Contractor's responsiveness and your overall satisfaction with their performance?

1 2 3 4 5 6 7 8 9 10  
Not Satisfied Very Satisfied

17. What are the company's strong points or what do you like most about them?



**FORM 5F. Contractor's Contact Information**

**Regular Repair:**

Primary Contact Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

**Emergency Repair:**

Primary Contact Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Backup Contact Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

**Complete and return this form with your bid. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID.**

**FORM 5G: NONDISCRIMINATION IN SUBCONTRACTING FORM**

**IFB # B44-111**

**PATUXENT RIVER PARK – JACKSON'S LANDING BOAT RAMP RENOVATION**

**The Maryland-National Capital Park and Planning Commission  
Nondiscrimination in Subcontracting Form**

*This form gives directions for documenting compliance with the nondiscrimination policy. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order to be deemed responsive to this RFP.*

It is the policy of the Commission that any Bidder/Offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of subcontractors/suppliers on Commission projects. Specifically, Bidders/Offerors are required to provide MFDs the opportunity to submit Proposals/offers as subcontractor/suppliers and to award those MFDs submitting low Proposals the subcontracts unless there are legitimate reasons not to do so.

INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.

**Statement 1.** The Bidder/Offeror will not contract with any subcontractors or materials suppliers to perform any portion of this contract and has not normally contracted with subcontractors or materials suppliers as a part of similar contracts in the past two years. Within five (5) days of notice, the Bidder /Offeror will show evidence as requested that it has not normally subcontracted portions of similar contracts within the past two years.

**Statement 2.** The Bidder/Offeror has made efforts to provide MFD firms the opportunity to submit Proposals for subcontracting and/or materials supply components of this contract, and will document same using one of the two (2) options:

**Option A** Within five (5) days of notice, the Bidder/Offeror will show evidence of the efforts described by providing the Commission copies of documents such as letters or faxes to MFDs; advertisements for Proposals; telephone logs or other notes concerning contacts with MFDs; evidence of participation in pre-Proposal conferences where interest in MFD Proposals was communicated; Proposals received from MFDs and notes concerning evaluation of those Proposals. (The above-mentioned documents are only examples of possible documentation and are not exhaustive.) OR

**Option B** Within five (5) days of notice, the Bidder/Offeror will show evidence of efforts by producing letters of intent from MFD subcontractors and/or materials suppliers to perform at least **16%** to the total dollar value of the contract.

Contractors are encouraged to contact the Purchasing Office (301) 454-1600 with any questions concerning compliance with the nondiscrimination in subcontracting requirements. The Purchasing Office can also provide a listing of MFD firms which may be considered for subcontracting.

I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

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

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name/Title*

**NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE BID NON-RESPONSIVE, RESULTING IN THE BID BEING REJECTED.**

**FORM 5H: SUBCONTRACTOR UTILIZATION REPORT**

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

TYPE OF CONTRACT	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT OF SUBCONTRACT	PERCENTAGE	MFD	NON-MFD
<b>TOTAL</b>		\$			

**FORM 5I: STATEMENT OF EVIDENCE OF RESPONSIBILITY**  
**IFB # B44-111**

1. Name of Bidder \_\_\_\_\_

2. Business Address \_\_\_\_\_

\_\_\_\_\_

3. Where Incorporated \_\_\_\_\_ Date: \_\_\_\_\_

4. Give the numbers of years' experience under the present firm name \_\_\_\_\_

5. Give details if firm ever declared bankruptcy \_\_\_\_\_

\_\_\_\_\_

6. Give details if firm has unsatisfied liens and/or judgments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Attach a **copy of latest Financial Statements** (Balance Sheet and Income Statement). Provide audited financial statements, if available. If not available, provide unaudited or staff prepared financial statements. If neither is available, provide copy of latest Federal tax return.

8. Other Comments \_\_\_\_\_

\_\_\_\_\_

The above statements are true, and the information submitted is accurate. The person signing below is authorized to sign for the Proposer.

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

*Name & Title (type or print)* \_\_\_\_\_

**FORM 5J. GUARANTEE FORM**

Guarantee. The Contractor shall guarantee in writing to the Commission that he will repair or replace any or all work, together with any other work which may be displaced, damaged, or marred in so doing, that may prove defective in failure to conform to respective periods cited below, each such period to begin on the date of acceptance of the work by the Commission, without any expense whatsoever to the Commission, ordinary wear and unusual abuse or neglect excepted.

The following guarantees are required:

- (1) General Contract Work and all workmanship 1 year

All contractor workmanship guarantees shall be made upon this form and must be submitted to the Engineer before final payment is made to the Contractor.

**Guarantee for The Maryland-National Capital Park and Planning Commission**

Project: PATUXENT RIVER PARK – JACKSON'S LANDING BOAT RAMP  
RENOVATION

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

We hereby guarantee the PATUXENT RIVER PARK - JACKSON'S LANDING BOAT RAMP RENOVATION which we have completed on the above-named project, for the periods of time stated above. We agree to repair or replace any or all such work together with any other work which may be displaced or marred in so doing, that may prove defective workmanship or materials within the above mentioned period (from the date of acceptance) without expense whatsoever to the Commission, ordinary wear and tear, unusual abuse and neglect excepted.

\_\_\_\_\_  
Signature of General Contractor

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

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

\_\_\_\_\_  
Signature of Subcontractor (If applicable)

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

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

**FORM 5K. RELEASE OF LIENS**

Maryland -National Capital Park and Planning Commission  
6600 Kenilworth Avenue  
Riverdale, MD 20737

\_\_\_\_\_, being the \_\_\_\_\_ (an officer or principle) of

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

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

pursuant to Article 17-101, et. seq. of the State Finance and Procurement Article of the Annotated Code of Maryland (the "Little Miller Act") hereby certifies that \_\_\_\_\_ (name) has received progress payments totaling

\$ \_\_\_\_\_ to date for work done In conjunction with the **PATUXENT RIVER PARK – JACKSON'S LANDING BOAT RAMP RENOVATION** and that

\_\_\_\_\_ (name) has made and will continue to make timely payments from these proceeds to all the subcontractors and suppliers in accordance with his contractual arrangements with them.

Additionally, upon receipt and acceptance of final payment totaling \$ \_\_\_\_\_ (amount), the undersigned agrees to release the Commission, its officers, agents, and employees from all claims and liability to the Contractor for anything done or furnished or withheld, and for anything relating to the work or any act or neglect of the Commission, its officers, agents, and employees.

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature, Title and Date

Subscribed and Sworn to before the undersigned, a Notary Public for the County of \_\_\_\_\_, State of \_\_\_\_\_, This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary \_\_\_\_\_

## ATTACHMENT 1. CONTRACT FOR SERVICES – EXAMPLE ONLY

**THIS CONTRACT FOR SERVICES (“Contract”)**, made this on the date last signed by the parties below (the “Effective Date”) by and between The MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland located at 6611 Kenilworth Avenue, MD 20737 (hereinafter called the “**Commission**”), and CONTRACTOR NAME, a company incorporated in the State of Pennsylvania, with a principal place of business at ADDRESS (“**Contractor**”).

### RECITALS

**WHEREAS**, the Commission issued an Invitation for Bid (“**IFB**”) No. BXX-XXX, dated September XX, 202X, Addendum No. One, dated September X, 202X, and Addendum No. Two, dated September X, 202X, (collectively, “**Addenda**”) (the IFB and all Addenda shall collectively be defined as the “**Solicitation**”), requesting sealed bids for Contract Name; and

**WHEREAS** the Contractor submitted a bid (“**Bid**”) on MM/DD/YYYY, offering to perform the work; and

**WHEREAS**, the Commission has determined that the Contractor is the lowest responsive and responsible bidder.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration, the Commission and the Contractor agree as follows:

1. **Scope of Work.** The Contractor shall perform the work described in the Solicitation and the Bid. The documents incorporated into this Contract are the: (1) Solicitation; and (2) the Bid and all other forms and documents submitted by the Contractor in response to the IFB.
2. **Priority of Documents.** In case of any conflict, the documents shall have precedence in the following order: (a) the Contract, and all change orders and amendments issued subsequent to the award and execution of the Contract; (b) the Commission’s Purchasing Manual, Procurement Practices, Rules, Regulations and Laws (“**Commission Rules**”); (c) Addendum No. Two, dated September XX, 202X; (d) Addendum No. One, dated September XX, 202X; (e) IFB BXX-XXX; (f) Contractor’s Bid; and (g) all other forms and documents submitted by the Contractor.
3. **Compensation.** The Commission agrees to pay the Contractor an amount based on the Pricing Schedule in the award. Once Contractor completes the services, the Commission will pay the invoices based upon the issued Task Order (also referred to as a “Purchase Order”). Individual Task Orders shall not exceed XX Dollars (\$XX,000.00) without the approval of the Procurement Director (the “Not-To-Exceed Amount”). Furthermore, the Commission shall have the responsibility to monitor fees charged in relation to the Not-To-Exceed Amount. The Commission will either terminate the Task Order or increase the Not-To-Exceed Amount prior to attainment of the Not-To-Exceed Amount dollar amount limitation. The Commission shall be responsible for all charges for services in the event the Commission fails to notify the Contractor of termination of the Task Order or an increase of the Not-To-Exceed Amount via new Task Order. Contractor shall send an itemized invoice to the contact identified on the Task Order, as well as to the Commission’s Accounts Payable Section, 6611 Kenilworth Avenue, Riverdale, Maryland 20737. Invoices for these services will be paid by the Commission within thirty (30) days of receipt of a proper invoice or acceptance of the work, whichever is later. Each invoice for services rendered must include the Contractor’s Federal Tax Identification Number.

4. **Term.** The term of this Contract is from the date of last signature of this Contract for a period of two (2) years. The Commission reserves the right to renew this Contract for additional three (3) additional one-year periods. The Commission's right to renew survives expiration of the Contract.
5. **Commencement.** The Contractor shall commence work on the start date specified in the Notice to Proceed from the Commission and by issuance of a Purchase Order authorizing the work.
6. **Completion of Work.** The Contractor shall perform and complete the work in accordance with the Task Order and Contract requirements as specified in the Solicitation documents.
7. **Time is of the essence.** Time is of the essence in this Contract. The failure of the Contractor to complete the work within the specified time provided by the Task Order shall constitute a material breach of the Contract by the Contractor and may result in the termination of the Contract for default.
8. **Nondiscrimination.** The Contractor shall comply with the Federal, State, and local nondiscrimination in employment laws and regulations. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination in employment clause. The Contractor shall not discriminate against any person because of race, creed, sex, age, color, national origin, or disability. If the Contractor is determined to be in violation of Federal, state, or local nondiscrimination laws by an order, opinion, or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract in whole or in part, and the Commission may declare the Contractor ineligible for any future contracts with the Commission.
9. **Insurance.** The Contractor shall maintain, at its own expense, during the term of the Contract, such insurance as shall protect it and any subcontractor(s) performing work under this Contract from claims, damages, liability, legal actions, costs, and expenses, including but not limited to those from bodily injury, death, or property damage, which may arise from operations under this Contract. The Contractor shall also provide the Commission with a certificate of insurance for the types of coverage and limits required by the Commission's Risk Management Office. The Contractor shall furnish a certificate of insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office. The Certificate will name the Commission as an additional insured and will provide for forty-five (45) days advance notice in the event of termination or cancellation of coverage.
10. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Commission, its officers, employees, agents, and representatives (collectively, "Commission Indemnitees") and shall require that each subcontractor indemnify, defend, and hold harmless, the Commission Indemnitees from and against any losses, all actions, liability, claims, legal actions, damages, costs, or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligence, negligent performance of, or failure to perform any of their obligations under the terms of this Contract.
11. **Termination.** The Commission may terminate this Contract: (a) for convenience, (b) for default, and (c) for lack of appropriation.
  - a. For Convenience. This Contract may be terminated by the Commission without cause, upon thirty (30) days written notice. Immediately after receiving such a notice the Contractor shall stop all the activities associated with the Contract, except work required to secure the completed work and protect it from damage or deterioration and delivering the same to the

authorized representative of the Commission. In the event of termination, the Contractor shall receive compensation for services rendered in accordance with the Contract prior to the effective date of such termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

- b. For Cause/Default. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons: any non-performance; breach of a representation, covenant, or warranty; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Contract; services performed in conflict with the terms and conditions of this Contract; or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Contract. and the Commission may terminate this Contract with written notice to the Contractor effective immediately.
- c. For Lack of Appropriation. If the appropriating authority pursuant to Md. Ann. Code, Land Use Article, Title 18, Subtitle 1 fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Commission's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the Commission from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The Commission shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

12. **Compliance.** The Contractor agrees that it shall comply with all applicable provisions **under** the Commission Rules and all other Commission regulations and with all applicable Federal, State, and local laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of this Contract. Further, the Contractor hereby represents, warrants, and covenants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- b. It is not in arrears with the respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the terms of this Contract.
- c. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract.
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- e. It has the necessary special expertise and experience to complete the work under this Contract.
- f. It shall provide the Commission any requested certification on the release of the Commission for claims and demands for delays and disruptions in the event of any mutually agreed change orders arising under this Contract.

13. **Assignment; No Delegation.** The Contractor may not assign or transfer any rights or delegate any duties and responsibilities under this Contract without prior written consent of the Commission.

14. **Entire Agreement.** This Contract contains the entire agreement between the parties and shall not be modified except by written agreement signed by both parties hereto.
15. **Severability.** If any provision of this Contract, including this provision, is determined to be invalid or illegal by a court or an administrative body or agency, that provision shall be severed from this Contract and shall not affect the remainder, or any other provision contained herein.
16. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland without regard to conflict of laws principles and enforced in any court of competent jurisdiction in Prince George's County, Maryland.
17. **Waiver.** The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver of a further breach of the same covenant, condition, or contract or of any other covenant, condition of Contract.
18. **Independent Contractor.** The Contractor is an independent contractor. The Contractor and the Contractor's employees and agents are not agents or employees of the Commission.
19. **Warranty and Guarantee.** All warranties and guarantees on goods, services and construction shall survive the completion of performance, expiration or termination of the Contract and shall continue through the warranty or guarantee period.
20. **Disputes.** This Contract shall be subject to the provisions of the Commission's Practice 4-10 and the Purchasing Manual. These documents can be obtained by contacting the Commission's Purchasing Division. If there is a dispute concerning this Contract, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving contract disputes and claims between the parties. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Purchasing Manual.
21. **Cross Default.** Upon the occurrence of a material breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Contract, then the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Contract and any other contract the Contractor has with the Commission, including, but not limited to the right to terminate this Contract and/or any other contract the Contractor has with the Commission, whether now existing or arising in the future. Contractor expressly understands and acknowledges the Commission's rights and remedies created by this provision.
22. **Electronic Signatures.** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature."

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Contractor and the Commission have executed this Contract on the Effective Date.

**CONTRACTOR NAME**

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

By: \_\_\_\_\_  
(Signature)

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

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

**ATTEST:**

\_\_\_\_\_  
(Signature)

**MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION**

By: \_\_\_\_\_  
Asuntha Chiang-Smith  
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY
_____
M-NCPPC LEGAL DEPARTMENT
Date: _____

## Attachment 2. The Maryland National Capital Park and Planning Commission COST AND PRICE ANALYSIS

### PROJECT COST ESTIMATE

This form is to be completed by contractors providing an estimate on work in accordance with a Commission contract and when submitting final or partial costs for a completed project. Questions on the use of this form should be referred to the Purchasing Manager.

Name and Address of Contractor:		Contract No.:	
		Project No.:	
		Max. Estimate or Partial Cost or Final Cost	
Project Description:		No. of Calendar Days for Completion after Notice to Proceed _____ Days.	
		Contractor's Signature	
Complete the following using additional pages, if necessary. <i>Rates all Inclusive.</i>			
1. Labor:	Hours:	Rate/Hours:	Cost:
		A =	\$
2. Materials Cost (provide general description here and attach itemized invoice):			Cost:
			\$
		State Tax	\$
		B =	\$
3. Equipment Cost (provide general description and attach itemized invoice and receipts):			Cost:
			\$
		C =	\$
4. Total Costs: A + B + C =			\$
5. Total Subcontractor Cost from attached Subcontracting forms plus markup from Pricing Page. Attach completed Subcontracting form for each Subcontractor utilized, and itemized invoices; list Subcontractor's name and address and if applicable, Minority Certification number here:			Cost:
Name:			
Address:			
If applicable, Identify type of MFD			
Plus _____%			\$
State Tax			\$
Total			\$
6. Bond Cost, if applicable			\$
<b>7. GRAND TOTAL (Total Costs + Subcontracting + Bond Cost)</b>			<b>\$</b>