



Date: March 10, 2021

RFP #DPW21-004

City of Hyattsville – RFP



Request for Proposal

Department of Public Works
Turnkey Solar Power System

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP #DPW21-004) Department of Public Works turnkey Solar Power System.

BACKGROUND AND OBJECTIVE

The City of Hyattsville's Department of Public Works manages the power usage for public buildings, spaces, and street & pedestrian lighting throughout the City. As part of the City's sustainability policy DPW investigates and implements energy saving features as well as renewable power generation. This will be the City's first photovoltaic generating system.

The purpose of this solicitation is for the City of Hyattsville to select no more than one (1) RFP Respondent (hereafter Contractor) that provides the best price and responsiveness as selected by City Staff. The Contractor selected will work according to all Federal, State, and local requirements and using industry accepted best practices to perform landscape maintenance as per the scope that follows.

The City will select no more than one (1) Contractor for this RFP according to the following proposed schedule.

RFP Solicitation Schedule:

March 10, 2021: Solicitation
March 17, 2021: Pre-proposal meeting at 1:00PM
March 24, 2021: Questions Due by 5:00PM
March 31, 2021: Proposals Due at 1:00PM
March 31, 2021: Proposals Opened at 1:10PM
April 9, 2021: Notification of Intent to Award
April 19, 2021: Council Review and Approval

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all the solicitation steps.

RECORDS & REPORTS

The City will require the Contractor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the Contractor to provide specific records for confirming City records or use in litigation.

PRE-PROPOSAL MEETING

There will be a virtual pre-proposal meeting on March 17, 2021 at 1:00PM. The link will be posted on the City's website. An optional tour of the locations by appointment only on a first come, first served basis. To setup a tour between March 18th and 24th please contact Joe Buckholtz at jbuckholtz@hyattsville.org or call 240-832-1700.

SCOPE OF PROPOSAL

The objective of this solicitation process is for the City of Hyattsville to identify and select one (1) Contractor to provide a turnkey Solar Power System in accordance with all stated intents, specifications, and stipulations contained or referenced herein.

Each Contractor shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The selected Contractor shall furnish all personnel, with the correct qualifications, licenses, certifications, etc., as required, to complete the assigned task.

The selected Contractor shall furnish all designs, drawings, and permits as may be required to complete this project. This shall include all drawings and documents that may need to be signed and sealed by an engineer or other professional as may be required to complete the project.

The selected Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to install, test, and activate a turnkey solar power system.

The intent is to maximize the amount of solar power that can be generated utilizing the space available on the new DPW facility located at 4637 Arundel Place. Power generation may exceed the estimated power consumption of the facility. The City intends to use the excess power to offset power consumed at other City locations. The selected contractor is expected to assist the City in working with PEPCO on net metering or other appropriate power sharing program. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the City.

A bid add alternate will be to provide a turnkey solar power system for the adjacent building 4633 Arundel Place. Each building has a separate PEPCO connection and meter and will be evaluated as 2 stand alone systems.

All proposals should evaluate and address the following:

A. System Design

1.Site Conditions: Obtain all necessary site condition information which may affect the ability to install the System. The site condition information to be included in the design report shall include, but not be limited to:

- i. Condition of the surface, subsurface and underground structures that may impact the System;
- ii. load calculations for the solar panels, tracks, anchoring equipment and other System elements;
- iii. any restrictions of the roof or building structure to support the System;
- iv. placement of current rooftop equipment (ex: HVAC units), and the recommended placement of the System to avoid or mitigate obstruction of this existing equipment;
- v. the optimal means by which to access the roof in a secure manner. Proposals should include as few roof penetrations as possible, to minimize the potential for roof leaks.

2. *System Anchoring*: Provide calculations and comparison recommendations for a fixed in place mounting system that maintain the integrity of the roof and avoiding roof penetrations. The secure System can be moved if necessary to enable ongoing maintenance and roof repairs.

3. *System Design*: Provide a design layout for the System, including but not limited to:

- i. Recommended location and design of the array, including racking, module placement, conduit raceways, conduit sizes, module spacing, etc.;
- ii. Recommended PV model type and model no.;
- iii. Recommended number and dimensions of solar panels and their respective efficiency rating;
- iv. Recommended inverter type, model number and rating;
- v. azimuth and tilt;
- vi. maximum System size AC and DC;
- vii. controls, monitors and all related instrumentation;
- viii. estimated length of System productivity;
- ix. time line for installation with major anticipated milestones, including permitting and approvals, site preparation, and any lead time for the delivery of panels or equipment;
- x. Maryland Licensed Professional Engineer verification that the system will meet wind-load, seismic and structural requirements.

4. *System Production*: Provide calculations and estimations of year 1 electricity production, as well as rated System degradation percentage and the related decline in power production over the years of the System installation.

5. *System Regulations and Conditions*: Provide written confirmation of compliance with all prevailing code, fire safety regulations, and general site safety considerations.

6. *Project Guarantees and Warranties*: Provide how the following guarantee/warranties will be implemented:

- i. All exposed quick-connect wiring shall be warranted against UV degradation for 20 years.
- ii. All metals used in the construction of the system including, but not limited to, PV modules and array support structures shall be warranted against degradation for 20 years.
- iii. All PV modules, invertors and roof penetrations (if any) shall be warranted for the projected lifespan of the system.
- iv. The design shall provide for a functional PV system, to include, but not be limited to the solar panels, racking, and sealants to provide a water-tight installation on the asphalt shingle roof and connections to existing circuits, as well as conduit, junction boxes, wiring, pull boxes, inverter(s), data connections, and other electrical items as required by the system design. The system must include a functional network-connectable monitoring system that will provide daily reports of system status power generation and all required wiring that will connect the system to the City's network switch located within the YFS Building (network switch to be provided by the City).

7. *PEPCO Approval*. Using PEPCO Maryland Application Process Steps to obtain the approval of PEPCO to implement Aggregated Net Energy Metering for the and applied for by Contractor during the System Design phase of this Contract.

B. Utility Connection Considerations

1. *Net Metering:* Optimize the System design pursuant to State and utility regulations on municipal net metering and maximum allowable System size, specifically using the State of Maryland Pilot Tariff for Aggregated Net Energy Metering (Rider ANEM) of the Maryland State Senate Bill 355, Electricity Net Metering. To the extent that System generation output is greater than the municipality's electricity requirements, the Proposal must include a plan for the disposition of any power in excess of electricity purchased (e.g., net metering, offsets, or sale into the wholesale power grid), in full compliance with state and utility guidelines.
2. *Utility Tie-in:* System design will include location, logistics, cost and other considerations for System tie-in with the Pepco utility grid. Perform or provide all applications, studies and testing procedures to prepare the system for interconnection with the utility grid. All costs associated with the utility interconnection shall be included as part of the Proposal. Determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. Any anticipated upgrades will be identified in the Proposal. These elements of the design will be completed in consultation with Pepco representatives.
3. *Measurement and Verification:* Provide a measurement and verification strategy for metering onsite electricity generation, and the impact (if any) on time demand related charges on the City utility bills and daily demand charges (peak demand and time tariff).

C. Financial Structuring

1. *Credits, Rebates and Incentives:* Implement the plan for the disposition or assignment of any:
 - i. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
 - ii. tax credits or incentives generated in connection with the operation of the System, including if applicable the PTC and any credits available through the State of Maryland;
 - iii. other grants or rebates available in connection with the installation of the System;
 - iv. requirements (such as insurance, reporting, etc.) that maybe associated with available rebate and incentive programs.
2. *Potential System Revenues and Savings:* Provide a:
 - i. table of yearly estimated SREC values for the duration of the installation.
 - ii. table of yearly estimated value of electricity generated, both gross and net of the City's total current electricity consumption.
 - iii. yearly estimate of total potential System value of combined SREC values and the value of net electricity savings.Any assumptions of future values (SREC, price of electricity, etc.) will be documented.
3. *Analysis of Tax Opportunities:* Advise whether the City, as a non-taxable entity, may make use of the Production Tax Credit (PTC) and Investment Tax Credit (ITC). This may include creative recommendations using innovative models.

D. Pre-Installation

1. *Permits*: Provide a table of permits, associated fees, permitting organization, timelines and required documentation needed to complete the project.

2. *Timeline*: Provide a timeline for construction. Installation must be complete, the System commissioned, and all funds fully expended prior to July 1, 2021. Time if of the essence to this contract.

E. Installation

Upon the approval of the System design Proposal by the Mayor and City Council, purchase of the applicable equipment and installation of the designed System will be authorized. Elements of the installation phase will include:

1. *Permits and Permissions*: Apply for and obtain all necessary permits required by all regulatory agencies including Federal, State, and Local jurisdictions. All associated fees shall be clearly identified as a distinct part of the cost proposal. Likewise the Work shall include all other cost elements necessary for a turn-key installation project, including but not limited to: rebate applications, grid connection agreement, and approvals from governing agencies.

2. *Construction and Commissioning*: the Work shall include, but not be limited to, the following elements of a turnkey construction and commissioning project:

- i. timelines for acquisition of materials;
- ii. proposed construction schedule, including delivery, installation, testing and commissioning;
- iii. project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays and performance shortfalls;
- iv. reporting and client liaison protocols to be employed throughout construction process;
- v. management and oversight of subcontractors;
- vi. associated labor, taxes, services and equipment by task;
- vii. warranties and guarantees provided by the Bidder.

3. *Record / Archive*: The Work includes provision of "as built" and record drawings of all existing and modified conditions associated with the project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Professional Engineer (P.E.) for the corresponding discipline. Any records required by MEA shall be maintained.

4. *Electrical Compliance*: Only electrical contractors or sub-contractors licensed by the State of Maryland may be employed to perform all electrical installations and connections. Provide rough-in and final electrical inspections by appropriate third party inspectors.

5. *Start-Up, Testing and Commissioning*: System start-up, testing and commissioning. The City reserves the right to observe and verify the System's performance. Required start-up, testing and commissioning services include:

- i. Start-up of the PV system until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month.
- ii. Successful registration of the SRECs with the Maryland Public Service Commission as well as the Interconnect Agreement and CPCN waiver.

- iii. Provision of an inspection certification by an appropriate electrical inspector.
- iv. All interconnection agreements, forms, etc. with the utility provider (PEPCO).

F. Maintenance and Operations

It is expected that the System will have a life expectancy of at least 20 years or more, and that at the end of the project the City will decommission and remove the System from the roof of UPES. Contractors shall provide an operation and maintenance (“O&M”) manual. The manual should include basic system maintenance data including key elements for preventive maintenance, test and commissioning data, O&M data, and all warranty information.

1. Maintenance and Operations for Five Years: Provide maintenance and operation for a period of five years from date of initial commissioning.

2. Maintenance and Operations: Supply a pro-forma maintenance and operations schedule (“O&M”) for the life of the System, which includes, but will not be limited to:

- i. O&M schedule with major milestones including decommissioning;
- ii. O&M costs, both yearly and cumulative;
- iii. O&M responsibilities, clearly identifying any specialist skills or trades required;
- iv. A table of System depreciation and anticipated decline in production;
- v. An associated Cost proposal for each task included above;
- vi. Sets of site-specific parts manuals for the installed equipment;
- vii. Procedural information for emergency or shut-down conditions that arise during the lifetime of the system.

3. Contingency. Provide a detailed contingency plan for the possibility, including sequence, costs and other considerations, in the event that the roof requires repair during the life of the project and the System must be temporarily moved.

AMERICANS WITH DISABILITIES ACT (ADA) ACKNOWLEDGEMENT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

COMPENSATION FOR SERVICES (FEE)

The City intends to enter into a service contract for the proposed project term. Compensation for the services rendered will be based upon a not to exceed contract, the value of which will be determined by the Department of Public Works and the selected Contractor.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

Evaluation of Contractor will be based upon the complete submission of the required Proposal package.

Incomplete packages may be eliminated from further consideration.

Selection Procedures:

Selection of successful Contractor will be based upon the following:

- Proposal Price
- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

SUBMISSION OF PROPOSALS

The Proposals will be received by the City Clerk, no later than **1:00 pm**, Wednesday, March 31, 2021 and shall be mailed or hand delivered to:

**The City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at hmetzler@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Wednesday, March 24th, 2021.

PROPOSAL DOCUMENTS

Contractors must include the following information in the Proposal:

- a) The body of the proposal must address items identified in Section III, RFP Bid Terms and Conditions as well as provide a clear explanation of the Bidder's approach to the tasks to be undertaken in Section IV, Scope of Work.
- b) *Total Cost Proposal*: The Bidder will provide a fixed price for undertaking all the work, divided into four distinct sections and including line item costs, as follows:
 - i. Cost proposal for System design services, including all activities listed in sections IV (A) through IV(D), inclusive;
 - ii. Cost proposal for turnkey System installation, including all activities listed in section IV(E);
 - iii. Cost proposal for operations and maintenance contract for the installed System for 5 years per section IV(F),
 - iv. Cost proposal for providing an estimated budget for operations and maintenance of the System over its assumed 20 year life span;
 - v. Total cost proposal of all three stages of the project: design, installation, and O&M.

- c) Resume or corporate profile clearly reflecting key personnel, qualifications and experiences.
- d) Any administrative expenses that the Bidder anticipates billing to the City (e.g. telephone, mileage, etc.). Note that out-of-pocket expenses shall require pre-approval to be reimbursed.
- e) Any other terms and/or conditions required or preferred by the Bidder for the consulting arrangement to be feasible and/or desirable.
- f) Acknowledgement that the Bidder shall purchase and maintain during the entire term of the consulting arrangement commercial general liability insurance, professional errors and omissions insurance, and workers' compensation (if applicable), in such amounts as are reasonably required by the Town or as required by law.
- g) List of at least three (3) professional references who are able to provide feedback on services undertaken by the Bidder within the last three (3) years.
- h) Bid Bond – **Attachment D**
- i) Copies of Vendor Certifications and relevant Licenses.

A Contractor responding to this RFP must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the Contractor. The City will base the selection of a Contractor on documentation submitted in the Proposal Documents.

Applicants must submit **6 total copies of their Proposal. These copies must adhere to the following format: one (1) bound, four (4) unbound and one (1) digital pdf copy of the proposal on a USB drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The Proposals will be publicly opened and read on Wednesday, March 24, 2021 at 1:10pm via a virtual meeting. The link to the meeting will be available via the City website.

Proposals from all Contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated.

The City reserves the right to reject all RFP submissions and further reserves the right to re-issue the RFP.

PRICE TO REMAIN VALID

All Proposals must be valid for a period of **120 days** from the due date of the RFP.

AMENDMENT OR CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such

modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

SUSPENSION AND/OR DEBARMENT

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from applying under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such developer will be reported to the State's Attorney General and Comptroller's Office.

PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

CODES AND STANDARDS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction.

No work is to occur between the hours 7:00 P.M. and 8:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff.

In performance of this project, or where there is an ADA component involved, the Contractor

acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 10 calendar days of the date of a notice to proceed. The deadline shall be spelled out in the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.

END OF RFP

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Contact Person

Phone Number

Email Address

PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment, and services, necessary to complete the work as outlined in the Scope, per the pricing stated below:

Item	Approx. Quantity	Unit	Position	Unit Rate	Proposal Amount
1	1	LS	4637 Arundel Place Turnkey Solar Power System		
A1	1	LS	Bid Alternate 1 – 4633 Arundel Place Turnkey Solar Power System		
				Total Proposal	

The quantities on this Proposal form are an estimate. Proposals will be for lump sum rate per occurrence; Contractor will be only paid for work that is inspected and accepted by the City.

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following:

That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

I. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name

Main Office Location

Year Founded

Project Manager Name

Project Manager Phone

Project Manager Email

Years of Experience

Has the company ever operated under another name? If yes, what name?

Do you have the equipment and staff available to start within 10 days of notice to proceed?

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project

Owner of Project

Address of Project

Contact Person

Phone Number

Email address

Description of work

--

Comments

--

Appendix (A) – City of Hyattsville Sample Contract Form

CITY OF HYATTSVILLE AGREEMENT

--- Contract Name ---

Contractor:

RFP No.:

Contract No.:

THIS AGREEMENT is made this ____ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and XXXXXXXX, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding an XXXXXX;

WHEREAS, the Contractor submitted a response to the City’s Request for Proposal No. XXXXXX dated XXXXXX; and

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to the City’s Request for Proposal (hereinafter, the “RFP”) and all of Contractor’s bid responses.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, the RFP, the proposal dated XXXXXX, and all other work as reasonably required by the City, including those set forth

elsewhere herein. In shorth, the contractor shall be responsible to provide for the design, installation, and maintenance of XXXXXX for various projects around the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. The study shall be completed within ninety (90) days of the notice to proceed. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will be paid on a per unit basis as set forth in the Contractor's XXXXXX proposal, but in no event shall the total amount paid to the Contractor exceed \$XXXXXX.00 over the life of the contract, including any and all options that may be exercised by the City.

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFPXXXXXX, and
- C. Contractor Proposal dated XXXXXX.

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:^[SC1]

A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.

B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

D. Be responsible directly to the City Administrator or his/her designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or

requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms,

covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his

interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: “The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City’s Representative).”

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City

and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

Witness/Attest:

XXXXXX

By: _____(SEAL)
Date

Witness/Attest:

The City of Hyattsville

Clerk

By: _____(SEAL)
Date

Appendix (B) – Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto City of Hyattsville, hereinafter called “City”, for the sum of _____, for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the City if its bid identified above, within the period specified herein for acceptance, being 120 days if no period is otherwise specified, shall execute such further contractual documents, if any, and give such bond(s), as may be required by the terms of the bid as accepted within the time specified, being ten (10) days if no period is otherwise specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the City for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

WITNESS:

Individual Principal

_____ (SEAL)

Co-partnership Principal

(Name of Co-Partnership)

WITNESS:

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

Corporate Principal

(Name of Corporation)

Attest:

By: _____

Corporate Secretary

Title _____

AFFIX
CORPORATE
SEAL

SURETY _____

Name of company

Attest:

By: _____

Title: _____