

The Town of Denton

&

The Denton Development Corporation

Request for Proposals

Design-Build for the

Pedestrian Pathways and Rainwater

Harvesting Portion of the Denton

Community Garden Project

Between Gay and Market Streets
and Between 3rd and 4th Streets
Denton, MD 21629

Due Date: Wednesday January 4, 2012
Time: 2:00 PM(EST)

1. PROJECT INTRODUCTION

- 1.1. The Town of Denton, Maryland (TOWN) in partnership with the Denton Development Corporation (DDC) is soliciting competitive bids from qualified contractors for the **DESIGN AND CONSTRUCTION** of the pedestrian pathways and rainwater harvesting portion of the Community Garden Project to be located between Gay and Market Streets and 3rd and 4th Streets in Denton, MD. With this important downtown project, the Town seeks to highlight sustainable design and construction practices as well as promote community involvement. To that end, the Town seeks a proposal that will allow this project to serve as an illustration and inspiration to the community of the benefits of sustainable and green practices

- 1.2. Sealed bids will be received by the TOWN until 2:00 PM **January 4, 2012** at the address listed below. The bids will be publicly opened and read aloud at the Town Offices at 13 North 3rd Street, Denton, Maryland 21629 at 4:00 p.m. that afternoon

Town of Denton
Attn: Construction Procurement Agent
13 North 3rd St.
Denton, MD 21629
RE: Pedestrian Pathways Proposals

- 1.3. The Bid Packages are available to potential bidders at the Denton Town Offices, 13 North Third Street, Denton, Maryland. The TOWN and the DDC reserve the right to reject any and all proposals and/ or to waive informalities or irregularities as it may deem best for its interests. They also reserve the right to award the contract on suitability to purpose, quality, service facilities, terms of warranty and service knowledge and any other factor deemed to be in the best interests of the TOWN.

- 1.4. Bidders shall visit the site before submitting a bid for this work and thoroughly familiarize themselves as to the accuracy and correctness of the same. Site visits shall be coordinated with the TOWN's project manager.

- 1.5. The successful bidder must agree to commence work on or before a date specified in a written "Notice to Proceed" from the TOWN.

- 1.6. No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

- 1.7. With their bids, bidders must submit a firm delivery period in number of work days as well as the date upon which they are able to begin the WORK.

1.8. The TOWN reserves the rights to accept all reasonable and qualified bids for the work and also reserve the right to reject any and all bids and/or waive informalities or irregularities as it may deem in its best interest. The TOWN reserves the right to choose a combination of base bid and/or alternate bids, from any, or all, parts of the bid proposal form.

2. Scope of Work

2.1. General

2.1.1. All Measurements shall be verified by the Paving Contractor.

2.1.2. The Contract shall include but not be limited to the following:

2.1.2.1. The Contractor shall supply all equipment, material, and labor to complete the Work in a timely manner. All work shall be performed in a workmanlike manner. Failure to supply enough labor to complete the Work in a timely fashion and/or unworkmanlike manner will result in a breach of contract and subject to the loss thereof. This applies to all phases of the Work performed by the Contractor.

2.1.2.2. The Contractor shall participate in a scheduling conference with the Town and establish a schedule for all the work to be done on the project.

2.1.2.3. The Contractor shall coordinate with any and all other contractors hired by the Town to perform work on this project so as to facilitate the completion of the project.

2.2. Design and Construction

2.2.1. Contractor shall supply a design as well as provide the supplies and manpower to complete the Pedestrian Pathway and Rainwater Harvesting portion of the Community Garden Project. The design shall include the following elements

2.2.1.1. Pedestrian Pathways - the pathways shall have the following characteristics:

2.2.1.1.1. Design shall be for 280 LF of pathway (see attached drawings). Contractor shall provide pricing options for both four (4) and five (5) foot wide paths

2.2.1.1.2. Pathways shall be constructed of an engineered pervious material (not gravel) that allows precipitation to flow through for collection

2.2.1.1.3. The top surface of the pathway shall be between one half and one inch above the surrounding grade

2.2.1.1.4. Pathway foundation shall be sufficient depth and construction to prevent buckling or heaving of the path, and shall

extend one (1) foot beyond the path to either side

2.2.1.2. Rainwater Harvesting – the rainwater harvesting system shall include the following elements

2.2.1.2.1. A buried tank to store the harvested rainwater

2.2.1.2.2. A filtration system to filter the harvested rainwater prior to storage

2.2.1.2.3. A pump to allow the harvested water to be utilized in the Community Gardens

2.2.1.2.4. A system for aerating the collected water to prevent the growth of algae

2.2.1.2.5. A method of channeling the rainwater that flows through the pervious path to the storage tank

2.2.1.2.6. A method of channeling the water from the downspouts of the three Town-owned properties that surround the Community Garden: #7 4th St. (Hardee House), #11 4th St. (Smith House), and 323 Market St. (Microenterprise Center)

2.2.1.3. Lighting– the project elements related lighting shall include the following

2.2.1.3.1. Relocate the lamp post from the public parking lot on Gay St. (between 3rd and 4th St.) to the intersection of the two path elements.

3. Drawings and Specifications

See attached drawings

4. Contractor Requirements

4.1. Contractor must be properly licensed in accordance with federal regulations and the laws of the State of Maryland to perform the scope of services described herein, and selected contractor shall submit a copy of all required licenses and certification prior to contract award. Contractor shall maintain required licenses and certifications in good standing for the duration of the contract.

4.2. Inclusive Costs: Proposal rates and costs shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise and no additional allowance will be made thereof, unless separate payment provision should specifically so provide. Proposals submitted in response to the RFP without evidence/ proof of current required licenses and certifications shall be declared non-responsive and ineligible for further consideration.

- 4.3. Any additional work or change orders require prior written approval by the Town. All work performed and completed under the resulting agreement is subject to the acceptance of the Town or its authorized representatives.
- 4.4. Failure to take corrective action within 24 hours after personal or telephonic notice by the Town's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the Town taking whatever corrective action it deems necessary. All costs resulting from such action by the Town will be claimed against Contractor.
- 4.5. If a contract is awarded as a result of this Request for Proposal, the selected Contractor must at all times when work is being done on site keep a copy of the scope of work, plans, and specifications on site.
- 4.6. If a contract is awarded as a result of this Request for Proposal, the selected Contractor must at all times when work is being done on site keep a signed copy of the contract on site.

5. Affirmative Action and Equal Opportunity Contracting Policy

The Town of Denton is an equal opportunity contracting agency. Qualified firms including small businesses and businesses owned by women, minorities and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the federal regulations and City ordinances regarding Affirmative Action and Equal Opportunity, as may be mandated by the regulations governing the source of the funds supporting this contract.

6. Insurance

- 6.1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - 6.1.1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 6.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 6.1.3. Claims for damages insured by usual personal injury liability coverage which are sustained

- (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or
- (2) by any other person; and

6.1.4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

6.2. Certificates of Insurance acceptable to the TOWN shall be filed with the TOWN five working days before the WORK is scheduled to begin. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

6.3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

6.3.1. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR . from all claims for personal injury, including death, and all claims for distribution of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any-SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

6.3.2. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from

obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

6.4. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.5. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER. The CONTRACTOR will supply proof of insurance before any contract work agreement is signed with the DDC.

7. Evaluation Criteria

The contract, if awarded, will be awarded to the Contractor whose proposal is considered the best value to the Town. Best value will be determined based on price, responsiveness, and responsibility. The following criteria will be used to evaluate vendor proposals:

7.1. Price

7.1.1. Lowest price for total cost of services

7.2. Design

7.2.1. Design that best meets the Town's needs for this project

7.3. Responsibility

7.3.1. References and prior experience

7.3.2. Vendor and employee certifications and licenses

7.3.3. Financial stability of the vendor

7.4. Responsiveness

7.4.1. Responsiveness to terms and conditions of this RFP

7.4.2. Ability to meet the specifications of this request

8. Proposal Requirements and Format

8.1. All proposals are required to be in the following format:

- The proposing contractor's organization name should appear at the top right of each page (except Cover Sheet).
- The page number, displayed as Page " " of " ", should appear centered at the bottom of each page (except Cover Sheet).
- The name of each section of the proposal should appear in large bold letters at the top of the first page of that section.
- The proposal sections must appear in the order they are listed in below

8.2. The following sections are required to be in the proposal:

8.2.1. Proposal Cover Sheet – Bidders must use the cover sheet form that can be found at the end of this RFP. For the Total Bid Amount lines, use the lowest price among the options and alternates detailed in the Technical Proposal.

8.2.2. Executive Summary should be a broad overview of the proposing contractor's understanding of the contents of the RFP and how the proposing contractor's proposal meets the scope of services outlined in Section 2 (Scope of Services), and must contain:

- Summary of the proposing contractor's history, qualifications, and experience.
- Summary of the proposing contractor's Technical Proposal.
- Exceptions or exclusions to this RFP as well as any attachments must be clearly identified in this section. Exceptions and exclusions may result in the proposal being rejected or not reasonably susceptible of being selected for award.

8.2.3. Technical Proposal should contain:

- A narrative description accompanied by drawings and product descriptions/specifications to illustrate the proposed design.
- A detailing of all services to be provided and tasks to be performed.
- An itemized cost breakdown of all services and tasks including all options or alternates listed in the Scope of Work.

8.2.4. Exceptions or Exclusions – If there are any exceptions or exclusions in the proposal they should be placed in this section. Exceptions or exclusions

may result in the proposal being rejected or not reasonably susceptible of being selected for award.

8.2.5. Experience must contain:

- The relevant experience that qualifies the prospective contractor for this project.

8.2.6. Personnel must contain:

- A complete list of personnel who will be assigned to this project. This will include their relevant experience, qualifications, and responsibilities.

8.2.7. References must contain:

- A minimum of three (3) client references from projects of similar size and scope.

8.2.8. Supporting Documentation must include:

- Copies of all documentation necessary to do the work required including certifications, licenses and proof of insurance.

8.2.9. Suspension and Debarment Requirements

- A signed copy of the “**SUSPENSION AND DEBARMENT REQUIREMENTS**” form (supplied at the end of this Request for Proposal) is required.

8.2.10. Attachments

- If any attachments are part of the proposal they should be placed in this section.

9. Submission Details

9.1. Prospective Contractors will Submit Two (2) sealed hard copies of the proposal marked “**Pedestrian Pathways**” to the address below.

Town of Denton
Attn: Construction Procurement Agent
13 North 3rd Street
Denton, MD 2121629
RE: Pedestrian Pathways Proposals

9.2. The proposals are due on **Wednesday January 4, 2012 at 2:00 PM (EST)**

9.3. Late proposals will not be considered. All proposals must include the required attachments and documentation identified in this RFP. Proposals not including required attachment documentation will be deemed non-responsive. A nonresponsive bid is one that does not meet the minimum requirements and will result in elimination of the proposal from further consideration.

- 9.4.** Proposals will be publicly opened and read. The reading will take place on **Wednesday January 4, 2012 at 4:00 PM (EST)** at the Denton Town offices, 13 North 3rd Street, Denton, MD.
- 9.5.** Proposals will be privately reviewed and evaluated by a Town evaluation team. Proposals shall be valid for 90 days following the submission date.
- 9.6.** The Town shall not, under any circumstances, be liable for any pre-contractual expenses incurred by the proposing agency and any such expenses shall not be included as part of the proposal. Pre-contractual expenses are defined as any expenses incurred by the proposing agency in the any of the following:
- 9.6.1.** Preparing its proposal and response to this RFP
 - 9.6.2.** Submitting the proposal to the Town
 - 9.6.3.** Negotiating with the Town regarding the proposal
 - 9.6.4.** Engaging in any activity prior to the effective date of award
- 9.7.** The Town reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The Town makes no representation any contract will be awarded to any respondent to this solicitation. The Town also reserves the right to reject any and all proposals at its sole discretion.
- 9.8.** All proposals and materials submitted become property of the Town. All proposals received are subject to the "Maryland Public Information Act."
- 9.9.** Vendors must provide a signed **Waiver and General Release** (attached) to the Construction Procurement Office before being allowed on the project site for a site visit. The **Waiver and General Release** may be emailed, faxed, mailed or hand delivered.

10. Questions

Questions must be received in writing (letter, FAX, or email). Answers to questions will be given to all prospective bidders. All questions and answers will become addenda to the RFP.

11. Contact Information

Clarification of terms and conditions of the proposal process shall be directed to:

Town of Denton
Construction Procurement
Glenn Collins
13 North 3rd Street

Denton, MD 21629
RE: Pedestrian Pathways

Fax: (410) 479-3534
E-mail: gcollins@dentondevelopmentcorp.com

We appreciate your consideration of this request and look forward to your response.

Glenn Collins,
Project Manager

**Pedestrian Pathways
Bid Proposal Cover Sheet**

Company Name: _____

Total Bid Amount (Numbers): _____

Total Bid Amount (Words): _____

Project Duration (Work Days): _____

Date Available to Begin Work: _____

Time and Material Rate for Additional Work: _____

Company Legal Status:

Corporation

Partnership

Individual

Corporate Executive Officer: _____

Contact Person: _____

Contact Person's Phone Number: _____ FAX: _____

In the spaces provided below, please acknowledge, by number, the Addenda (if any) to this Request for Proposal that have been received.

Company Address: _____

Authorized Signature

Date

Typed name of the authorized signatory

Title of the authorized signatory

**WAIVER AND GENERAL RELEASE
RE: ACCESS TO TOWN OF DENTON PROPERTIES
REQUEST FOR PROPOSAL
PEDESTRIAN PATHWAYS**

In consideration of receiving a limited and permissive right to enter TOWN OF DENTON properties, IT IS AGREED THAT the undersigned hereby releases the TOWN OF DENTON, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as "TOWN") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of TOWN, except for TOWN's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by TOWN or others, except for TOWN's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the TOWN, any individual, company or agency in relation to transportation services to or from TOWN facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, TOWN or TOWN rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the TOWN from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the TOWN for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to TOWN's grant of a limited and permissive right of entry.

**The foregoing is agreed to this _____ day of _____, 2010:
PRINTED NAME COMPANY NAME TELEPHONE #**

FAX # _____ () _____

Signature _____ () _____

**SUSPENSION AND DEBARMENT REQUIREMENTS
TOWN OF DENTON
PEDESTRIAN PATHWAYS**

The bidder/offering party certifies by submission of this Proposal or acceptance of this Contract, that neither he/she nor his/her Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The bidder/offering party further agrees in submitting this Proposal he/she shall include this clause without modification in all lower tier transactions, solicitations, proposal contracts, and subcontracts. Where the bidder/offering party or contractor or any lower tier participant is unable to certify to this statement, he/she shall attach an explanation to this solicitation/proposal.

Signature (Name of Bidder/Offering Party)

Date (Name and Title of Signing Official)

Business Address: _____

