

REQUEST FOR PROPOSALS (RFP) BAYSIDE BOYS AND GIRLS CLUB EXTERIOR REPAIRS AND PAINTING

ISSUE DATE: March 14, 2024 PROPOSALS MUST BE SUBMITTED BY:

Proposals must be hand-delivered to:

North Beach Town Hall

8916 Chesapeake Avenue

North Beach, MD 20714

Attn: Stacy Milor, Town Clerk

or emailed to

northbeachrfp@northbeachmd.org

KEY INFORMATION SUMMARY SHEET

Request for Proposal:	North Beach Bayside Boys and Girls Club Exterior Repairs and Painting	
RFP Issue Date:	March 14, 2024	
RFP Issuer/ Contact for Clarifications:	Stacy Milor, Town Clerk 443-646-2415 northbeach@northbeachmd.org	
Proposal Information Available at:	North Beach website: www.northbeachmd.org EMMA Market Place Advantage Project # BPM042936	
Proposals are to be sent to:		
Pre-Bid Meeting:	A mandatory pre-bid meeting will be held on Thursday, March 21, 2024, at 11:00 AM, at the Bayside Boys and Girls Club, 9021 Dayton Avenue, North Beach, MD 20714.	
Questions Due Date and Time:	By Thursday, March 28, 2024, to Stacy Milor, Town Clerk no later than 12:00 PM to northbeach@northbeachmd.org	
Proposal Bid Form Due (Closing) Date and Time:	Form Due Closing) Date and	
Contract Type:	Fixed Contract Award	
Grant Funding	N/A	
Bid Proposal Pricing:	All bid proposals received must be valid for up to 120 days from the Proposal due date.	

Printed and emailed submittals will be accepted. Regardless of the delivery method, it is the responsibility of the bidder to ensure delivery by the deadline.

If printed the Town encourages double-sided printing where appropriate. Bids must be placed in a sealed envelope addressed to:

Town of North Beach Attn: Stacy Milor, Town Clerk Bayside Boys and Girls Club Painting/Exterior Repair PO Box 99, North Beach Md 20714

If via email, send to northbeachmd.org with the subject "North Beach Bayside Boys and Girls Club Exterior repairs and painting".

1.1 Minimum Qualifications

Bidders must submit three references for projects involving the repair and painting of the exterior of a commercial building. Bidders must have at least (5) years of applicable experience.

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Contract Background and Scope of Work, Terms and Other Requirements:

2.1 Summary

The Town of North Beach is seeking professional painting services from a licensed contractor to pressure clean, repair, prime, and paint all exterior surfaces of the North Beach Boys and Girls Club building located at 9021 Dayton Avenue, North Beach, MD 20714. Substrates to be painted are all previously painted surfaces, such as, but not limited to wood, trim, rails, and doors.

2.2 Purpose

The Town is seeking to hire a qualified painting contractor to pressure clean, make the necessary repairs, prime, and paint a commercial building located at 9021 Dayton Avenue, North Beach, Maryland 20714.

2.3 Town Staff and Roles

- A. **Mayor:** Provides oversight of contract terms, conditions, and performance and approves all invoices.
- B. **Town Treasurer:** Receives Contractor's invoices and ensures costs are within the budget.
- C. **Town Public Works Director:** Represents the Town in the field to ensure conditions of the contract are met.
- D. **Town Clerk:** Issues the Town's RFPs and receives bids.

2.4 Scope of Work

The North Beach Bayside Boys and Girls Club located at 9021 Dayton Avenue, North Beach, MD 20714 is a 3,150 SF commercial building constructed in 2008.

- The Contractor shall supply all labor, tools, equipment, materials, and permits necessary to perform the work under this contract. The work consists of all preparation, caulking, and painting of the exterior surfaces. All preparation, caulk, and finish work will be performed following the specifications supplied by Sherwin Williams Paints.
- This project consists of any necessary exterior repairs to the finish, ferrous and nonferrous metal trim, wood trim, pressure wash, and painting of all exterior surfaces.
- The Contractor shall make any necessary repairs to the building before painting. Rotted wood shall be replaced whenever it is found that an object the size of the tip of a ballpoint pen can be pushed into the wood more than ¼ inch deep.

- It is imperative that the Contractor follow the Sherwin Williams specifications regarding the use of sealants on the exterior surfaces of the structures on this project.
- The Contractor shall take all due precautions to protect the gutters and roof when using any scaffold structure to access the walls for this work. The Contractor will be liable for any damage caused to the wall surface through his actions.
- The Owner shall choose the building and trim colors before the start of the job. It is anticipated that this paint job will utilize a two (2), color paint scheme.
- The Public Works Director will schedule a meeting to preview color choices and discuss the project parameters with the Contractor and site staff before the commencement of painting.
- The Contractor shall provide the Owner with the remainder of the open paint after the project. The selected contractor shall provide the owner with color samples/swatches for approval before the beginning of the actual work. It is anticipated that the existing colors or a closely as can be matched will be used.
- The Contractor will take all due care so as not to damage the building landscape or the irrigation systems for the buildings. Any damage is at the expense of the Contractor and shall be reported immediately to the Public Works Director. All due caution will be taken to prevent occupants and their vehicles from over-spraying. Paint schedules will be forwarded to the site employees in advance so vehicles may be moved. The contractor must have a plan to cover any vehicles that cannot be moved and/or must be cleaned.
- The Contractor shall follow all applicable safety practices on this job. OSHA regulations shall apply.
- The normal work hours of the Bayside Boys and Girls Club are from 11 am to 6 pm, Monday through Friday during the school year. The hours of operation in the summer are from 7 am to 6 pm. The Contractor may work extended hours with permission from the Public Works Director. Weekend work may be permissible.
- The Contractor is encouraged to set up their completion schedule to consider any rainy days that may be encountered. The Owner expects this project to be completed in a reasonable amount of time. Rain days are to be documented to the Owner.
- The Contractor shall notify the Public Works Director in writing to request a substantial completion inspection.

2.5 Pre-Bid Meeting

All Bidders are required to attend a pre-bid meeting on March 21, 2024, at 11:00 am at the Bayside Boys and Girls Club, 9021 Dayton Avenue, North Beach, MD 20714.

2.6 Contract Payment

The Contractor may submit monthly billings in an amount proportional to the quantity of work performed. Billings are payable within 30 days of receipt by the Town of North Beach after the Director of Public Works has approved the invoice.

2.7 Contractor Personnel

The Contractor shall assign a qualified person or persons to oversee the work under the Contract and shall identify the individual or individuals in their proposal.

- Information regarding the experience of assigned personnel should be furnished and reviewed by the Town if requested.
- The Town may refuse to permit any employee of the Contractor to work on the
 contract if the Town finds, in its sole discretion, that the employee has engaged
 in conduct outside the norms of socially and professionally acceptable behavior
 or has been negligent, or discourteous in the performance of his or her duties,
 or who has been found to be incompetent.
- No loud music is allowed on the job site.

2.8 Contractor Equipment, Materials, and Supplies

The Contractor shall furnish and maintain all equipment and materials required to complete the job.

2.9 Time for Contractor Performance of Work

The Contractor shall perform the services as specified in the contract on the schedule below.

RFP Schedule (subject to change):

Mandatory pre-bid meeting: Thursday, March 21, 2024, at 11:00 AM

Bidder Questions are due: Thursday, March 28, 2024, at 12:00 PM to Stacy Milor at northbeach@northbeachmd.org.

Bidder Answers to Questions distributed: Monday, April 1, 2024.

Bids Due: Thursday, April 4, 2024, at 10:00 AM

Notice to Proceed: TBD

Final due date for completion of all work: Once the Notice to Proceed is released, work should be completed 60 days from receipt of the Notice to Proceed. The contractor may request an extension if needed.

2.10 Contractor Submission of Prices

Prices must be submitted based on a firm, fixed price basis not subject to escalation. Pricing shall include all costs including, but not limited to, labor, materials, equipment, supervision, training, overhead, vehicle fuel, mileage, airfare, and other travel expenses, etc.

3. Instructions to Bidders

3.1 Proposals:

Proposals will only be accepted by the Town if submitted per these instructions, the general conditions, and any other attached bid documents. A bid security in the amount of Five Percent (5%) of the bid amount.

3.2 Qualifications of Bidders:

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

3.3 Reservations:

- 3.3.1. The Town reserves the right to waive formalities or technicalities in bids as the interests of the Town may require.
- 3.3.2. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- 3.3.3. Bids that show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids unbalanced may be rejected.
- 3.3.4. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require. The way the award will be made is indicated in the Bid documents.
- 3.3.5. The Town reserves the right to purchase additional like units at the same unit cost.
- 3.3.6. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.
- 3.3.7 The Town reserves the right to check the bidder's references and to perform such investigations as the Town may deem necessary to ensure that competent personnel and management are used in the performance of the Contract.

3.4 Required Attachments to Bids:

Each bid shall be accompanied by the documents identified on page one of the sample agreement, included as an attachment.

3.5 Acceptance or Rejection of Bids; Reservations:

The Town intends to accept or reject bids within 90 days of the date set for opening bids. The Town reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the Town's sole discretion, be in the best interest of the Town, and further reserves the right to reduce or modify the scope of the Project to meet funding limits, budget, and scheduling constraints.

3.6 Notice of Award, Signing of Contract and Bonds:

The successful Bidder agrees to sign a contract in substantially the form included in the Request for Proposal (except those certain additional provisions may be required of noncorporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or his award of bid.

3.7 Bid Withdrawals:

Before the time of opening, bids may be withdrawn only upon written request received from Bidder to Stacy Milor, Town Clerk at: northbeach@northbeachmd.org. No Bidder may withdraw its bid for a period of one hundred twenty (120) days after the opening of bids.

3.8 Addenda:

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

3.9 Specifications:

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

3.10 Taxes:

The Contractor shall pay all sales, consumer, use, and other similar taxes required by applicable law to be paid for the work performed or the materials or equipment furnished. The Town of North Beach is exempt from the payment of such taxes for items purchased directly.

3.11 Bid Forms:

The Bid Form and attachments are included in this RFP package. Bids must be submitted on the enclosed forms, with all forms being filled out in full. Bidding documents must be clean of alterations or markings. The Bid Form may provide for the submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

- 3.11.1. Bids for which the prices are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that item when considered by itself and not considered in connection with the bid submitted on any other item or items.
- 3.11.2. Bids shall be based on products, materials, and methods named in the RFP.
- 3.11.3. The bidder must detach the completed bid form and required attachments and submit them with the bid package. Bids may be modified or withdrawn at any time before the opening of the bids. The signing of bids shall comply with the instructions on the bid form.
- 3.11.4. The Bidder assumes full responsibility for the timely delivery of their Bid at the location for the receipt of bids. Bids received after the designated time for the submission of proposals will be returned to the Bidder unopened.
- 3.11.5. Bids will be officially opened after the bid opening date and time as set forth in the Invitation for Bid. Thereafter, a spreadsheet will be prepared promptly, showing bid information. The spreadsheet will be made available after verification by the Town. In case of a discrepancy between prices in writing and figures, the writing shall govern. In case of an error in the extension of prices in the Bid, unit prices will govern.

3.12 Execution of the Contract:

- 3.12.1. A Sample Agreement Form is included in the RFP package. Changes may be made to the Contract form at the sole discretion of the Town, and the Bidder should not rely on an expectation of changes in the Contract form.
- 3.12.2. The Bidder to whom the Contract is awarded shall return two copies of the Contract and such other Documents as required by the Contract Documents properly executed to the Town within seven (7) days after the date of issuance of the Notice of Award.

- 3.1.2.3. Failure by the Contractor to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. The award may then be made to the next lowest responsive and responsible Bidder, or the Work may be readvertised and constructed under Contract or otherwise, as the Town may decide.
- 3.1.2.4. By executing the Contract, the Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, the work, and the site, and all federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the performance of the Work and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Contractor also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

3.13 Affidavit of Non-Collusion and Non-Conviction:

- 3.13.1 Pursuant to § 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, any person who has (1) been convicted of bribery, attempted bribery or conspiracy to bribe, under laws of any state or of the federal government; (2) been convicted under a State of federal law or statute of any offense enumerated in § 16-203 of this title; or (3) been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of this Title 16 shall be disqualified from entering into a Contract with the Owner.
- 3.13.2 A Bidder shall complete and submit with its bid the Affidavit of Public Contracting, which shall also swear or affirm under the penalties of perjury that the Bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price and shall also contain an affirmation that the bidder shall not knowingly enter into a contract with the Town under which a person or business debarred or suspended under Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3.13.3. The affidavit required by this Section shall also indicate the Bidder's understanding that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

3.14 Performance Bond and Bid Bond

The Contractor must submit with their bid package a Bid Bond or cashier's check equal to 5% of the submitted bid. If awarded the contractor at the Town's request will submit a performance bond in an amount equal to the costs for performing the required services to protect the Town from the Contractor's failure to perform said services herein, unless such failure is a result of force majeure.

3.15 Bid Submittal Limit:

A Bidder may submit only one proposal for each RFP. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

3.16 Grant-Funded Contracts:

This Agreement may be funded, in whole or in part, using federal or State grant funds and is therefore subject to conditions imposed by regulations of the governmental entity providing such funds. It is the Bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods, and/or approval of subcontracts.

3.17 Submissions are Public Information

Procurement information, including responses to IFBs and RFPs, shall be a public record to the extent provided in the Maryland Public Information Act, Md. Ann. Code, General Provisions Article, Title 4, and shall be available to the public as provided in such statute. Bidders or offerors shall not make blanket assertions that the entirety of their submission is confidential. Rather, should a bidder or offeror contend that their proposal or a portion thereof contains confidential information, they should identify which portion of their proposal should be treated as confidential and state the reason why it is confidential citing the applicable provision(s) of the Maryland Public Information Act and decisions interpreting the Act. The Town reserves the right, within the parameters of the Act, to determine that an item does not meet the appropriate criteria to be considered a confidential item and will inform the bidder or offeror in writing of its determination. Further, the affidavit required by Section 14 of these Instructions to Bidders shall also indicate the Bidder's understanding that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

4. General Conditions

4.1 Disputes:

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

4.2 Completion of Work:

- 4.2.1. The Contractor will be expected to deliver the product within the number of calendar days stipulated in the RFP.
- 4.2.2. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the Town, or by any act or negligence by separate contractor employed by the Town, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Town, the Town shall decide the permissible extent of such delay.
- 4.2.3. Failure to complete the Services within the time provided in the contract documents may cause the Town to incur economic and non-economic damage and losses of types and amounts that are impossible to compute and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for such delay, when the Town, in its judgment, determines that such circumstances exist, such liquidated damages as are outlined in the contract may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained because of the delay. It shall be acknowledged by the Contractor that such liquidated damages represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere therein. **Should a Bidder require specific information about the nature and amount of liquidated damages, if any, to be included in a contract for a project, the Bidder is advised to make an inquiry prior to bidding.**

4.3 Failure to Deliver:

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

4.4 Insurance:

The Contractor shall maintain the following insurance coverages and shall provide Certificates evidencing such insurance to the Town before beginning work. Certificates of Insurance shall be on an occurrence basis. The Contractor shall name the Town as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the Town upon signing the contract.

- 1) Comprehensive Liability Insurance: Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.
- 2) Automobile Liability Insurance. Motor vehicle insurance meets the requirements of Maryland law and covers every vehicle and driver involved in providing the services, in the following amounts:
 - (1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident.
 - (2) Property damage liability with a limit of \$100,000 for each accident.
- (3) Workers' Compensation: Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the Town deducting from each payment made under this contract to the Contractor, a pre-determined percentage to defray coverage costs of the Town. The contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation.

4.5 Indemnification:

The contractor is responsible for any loss, personal injury, death, and any other damage (including incidental and consequential) arising out of, incident to, or caused because of the Contractor's actions or inaction. The contractor must indemnify and hold the Town harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by the Contractor's negligence, malfeasance, or failure to perform any of its contractual obligations. If requested by the Town, the Contractor must defend the Town in any action or suit brought against the Town arising out of the Contractor's actions or inactions under this Agreement. The actions or inactions of any agent, subcontractor, or employee of Contractor is deemed to be that of Contractor. For this Subsection, the Town includes its agents, officials, and employees.

4.6 Testing and Inspection:

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

4.7 Guarantee:

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

BID FORM

CONTRACTOR'S BID

FOR

NORTH BEACH, MARYLAND

Bayside Boys and Girls Club Exterior Painting/Repair

THIS BID IS SUBMITTED TO: THE TOWN OF NORTH BEACH (OWNER) 8916 CHESAPEAKE AVENUE, PO BOX 99 NORTH BEACH, MARYLAND 20714

via email to: northbeachrfp@northbeachmd.org

BIDDER INFORMATION
BIDDER NAME:
ADDRESS:
CONTACT NUMBER:
EMAIL:

- 1.01 The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated in the RFP for the prices and within the times indicated in this RFP and in accordance with the other terms and conditions of the RFP.
- 2.01 Bidder accepts all the terms and conditions of the documents included with the Request for Proposal, including without limitation those dealing with the disposition of Bid security.

3.01	In submitting this Bid, Bidder represents, as outlined in the RFP, that:	
A.	Bidder has examined and carefully studied the RFP documents, all Attachments, and all other related data identified in the RFP, receipt of all, which is hereby acknowledged:	
	Initial Acknowledgement & Date	
В.	Attended the mandatory Pre-Bid Meeting with the Public Works Director.	
	Initial Acknowledgement & Date:	
C.	Bidder is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the Work.	
D.	The bidding documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.	
RFP, and Bidder ha	Bidder acknowledges that Bidder's price(s) constitutes Bidder's sole ation for performing all work required by the Contract Documents and if a particular part of the Work is not listed in the Bid Item Descriptions, as included that part of the Work in the Bid Item Description which it cally belongs.	
5.01	Bid Items:	
	1) Total price for the Repair and Repainting of the Bayside Boys and Girls Club:	
	<u>\$</u>	

5.03	Signature of Bid Submission	
	Signature:	
	Title:	
	Date:	

All questions related to this RFP shall be sent to Stacy Milor, Town Clerk, at northbeach@northbeachmd.org or by phone at 443-646-2415.