



**REQUEST FOR PROPOSALS (RFP)
9TH STREET STORMWATER PUMP STATION UPGRADES**

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:	9 th Street Stormwater Pump Station Upgrades
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 # BPM042934
Proposals are to be sent to:	Stacy Milor, Town Clerk at the North Beach Town Hall, PO Box 99, North Beach, MD 20714 or emailed to: northbeachrfp@northbeachmd.org
Pre-Bid Meeting:	A mandatory pre-bid meeting will be held on Thursday, March 21, 2024, at 9:00 a.m. The pre-bid meeting location will be at the corner of 9 th and Atlantic Avenue.
Questions Due Date and Time:	By Thursday, March 28, 2024, at 12:00 PM to Stacy Milor, Town Clerk no later than 4:00 PM to northbeach@northbeachmd.org
Proposal Bid Form Due Date and Time:	Proposals are due by Thursday, April 4, 2024 10:00 am
Contract Type:	Fixed Contract Award
Grant Funding	N/A
Bid Proposal Pricing:	All bid proposals received must be valid up to 120 days from the Proposal due date.

1.1 Minimum Qualifications

Bidders must submit three references for projects they have done involving stormwater pump systems and installation. 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 Purpose

The Town of North Beach is seeking a licensed qualified contractor to upgrade the 9th Street Stormwater Pump Station.

2.2 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.

2.3 Scope of Work

The North Beach 9th Street Stormwater Pump Station is located at the corner of 9th Street and Atlantic Avenue, North Beach, MD 20714. Engineered drawings are provided as an attachment to this RFP.

- The project will consist of two phases.
- The first phase will consist of the removal and replacement of the existing control panel, piping, and existing pumps. Please refer to the engineered drawings for the job specifications.
- The second phase will consist of the removal of the existing swing gate check valve and replacement with a new Wapro or equivalent backflow valve per the engineered drawings.
- Review of all information provided by the Town including the Engineered drawings on existing conditions and demolition, site plan, pump station detail and sections, and mechanical and electrical specifications, etc... Bidders are strongly encouraged to come to the pre-Bid meeting with all questions related to this project and/or submit all questions related to this project by the due date (see section 3.9 for additional guidance regarding questions).

2.4 Mandatory Pre-Bid Meeting

All Bidders are required to attend a pre-bid meeting on Thursday, March 21, 2024, at 11:00 am at the corner of 9th and Atlantic Avenue.

2.5 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 billing.

2.6 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 it is found 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 due: Thursday, March 28, 2024, at 12:00 PM at northbeach@northbeachmd.org

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 equipment and materials. The Town will be notified when equipment and supplies have been received. (The Town understands that there may be some lead time required in obtaining materials needed for the completion of the Work.) 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 may not be limited to, labor, materials, equipment, supervision, training, overhead, vehicle fuel, mileage, airfare, and other travel expenses, etc.

3. Instruction to Bidders

3.1 Proposals:

Proposals will only be accepted by the Town if submitted per the instructions herein, the general conditions, and any other attached bid documents.

3.2 Qualifications of Bidders:

The Town may make such an investigation as it deems necessary to determine the ability of the Bidder to provide 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 (attached).

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 as an attachment to this document (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 its 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 via email 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:

Bids must be submitted on the enclosed Bid Form and it must be filled out in full. The Bid Form and any attachments 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 this document.

3.11.3. 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 locations identified above for the receipt of bids. Bids received after the designated date and 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 this document. Thereafter, a spreadsheet will be prepared promptly by the Town, showing all bid information received. The spreadsheet will be made available to the public on the Town's website 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. Copies of the Contract (Sample Agreement Form are included in the RFP package). Changes may be made to the Contract form at the sole discretion of the Town.

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. Award may then be made to the next lowest responsible bidder meeting specifications, or the work may be re-advertised 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.

3.14 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 or 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.

3.15 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.

3.16 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.

3.17 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.

3.18: Submissions are Public Information

Procurement information, including responses to Information for Bids and Request for proposals, 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 this document.

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 Two Million Dollars (\$2,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and One Million Dollars (\$1,000,000.00) property damage/One Million Dollars (\$1,000,000.00) 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 \$250,000.00 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, 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 again or 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

9th Street Stormwater Pump Station Upgrades

If hand delivered, THIS BID IS SUBMITTED TO:

THE TOWN OF NORTH BEACH (OWNER)
8916 CHESAPEAKE AVENUE, PO BOX 99
NORTH BEACH, MARYLAND 20714

If via email this bid is submitted 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 the Town (i.e., OWNER) to perform all Work as specified or indicated in the Town's Request for Proposal (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 RFP, 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, including all attachments and/or addendums, and all other related data identified in the RFP, receipt of all, which is hereby acknowledged.

Initial Acknowledgement & Date_____

- B. Bidder has included a signed Bid Form, Notarized Affidavit of Public Contracting; Certification of a Drug-Free Workplace, and a 5% bid bond or certified check.

Initial Acknowledgement & Date_____

- C. Bidder has attended the mandatory Pre-Bid Visit.

Initial Acknowledgement & Date:_____

- D. 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.

- E. 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.

4.01 Bidder acknowledges that Bidder's price(s) constitutes Bidder's sole compensation for performing all work required by the Contract Documents and RFP, and if a particular part of the Work is not listed in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Bid Item Descriptions:

1) Phase One: Removal and replacement of the existing control panel, piping, and pumps.

\$ _____

2) Phase Two: Removal of existing swing gate check valve and replacement with a new Wapro or equivalent backflow valve.

\$ _____

5.02 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.