

# **TOWN OF CENTREVILLE**

Queen Anne's County, Maryland

# **Invitation for Bid**

# **Water Tower Maintenance Services**

Documents Available: March 1, 2023 @ 1:00 pm

Mandatory Pre-bid Meeting: March 17, 2023 @ 9:00 am

Proposal Due: March 31, 2023 @ 1:00 pm

Location: Centreville Town Hall

101 Lawyers Row Centreville, MD 21617

## **CONTACT:**

Michael C. Whitehill, Project Administrator (c) 443-988-1947 or by e-mail - <a href="mailto:michael@whitehillconsultingllc.com">michael@whitehillconsultingllc.com</a>

Town Hall 101 Lawyers Row Centreville, MD 21617 410-758-1180

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# Town of Centreville Invitation for Bids Water Tower Maintenance Services

The Town of Centreville is accepting sealed bids from qualified Professional Tank Maintenance Service Providers, for the following project:

Inspection, renovations, and preventative maintenance, of the Town's three potable water storage towers.

**Bid packages will be available on March 1, 2023 @ 1:00 pm** from Town Hall. Town of Centreville, 101 Lawyers Row, Centreville Maryland 21617. Telephone 410-758-1180, or found as a download in .pdf form on the Town's website: www.TownofCentreville.org.

A <u>mandatory</u> on-site pre-bid meeting will be held on <u>March 17, 2023 @ 9:00 am</u> at the Centreville Well 5 Water Treatment Plant, 151 Comet Drive, Centreville, MD 21617. Individuals interested in submitting a bid should contact the Town office, or the project administrator, for further information.

**Bids must be received at Town Hall by March 31, 2023 @ 1:00 pm** at which time they will be publicly opened and read aloud. Late arriving bids will not be opened.

The Town reserves the right to reject any and all bids, to waive any requirements and to accept all or part of any bid considered to be in the best interest of the Town. Award of the contract is subject to the approval of the Town Manager and Town Council of Centreville. The Town is an Equal Opportunity Employer. Discrimination based on age, race, sex, handicap or national origin is expressly prohibited.

Michael C. Whitehill, Project Administrator - (c) 443-988-1947 or by e-mail michael@whitehillconsultingllc.com.

### STANDARD BIDDING FORMS

To: Town Manager, Town of Centreville

We hereby submit for your review the following proposal as requested by the Invitation for Bids. This <u>Bid Form</u> includes and incorporates all information and specifications as required by the CONTRACT DOCUMENTS, as described in <u>"Information to Bidders"</u>, the same as if specifically written herein.

\_\_\_\_\_\_

# Centreville Water Tower Maintenance Services

BID AMOUNT	Only use form on page 5 for this item.	
BIDDER:		
AGENT:		
FIRM:		
ADDRESS:		
PHONE:		
EMAIL:		
SUBMITTED BY:	(Signature of Authorized Agent)	
	(Title)	
	THISDAY OF, 2023.	
TOWN OF CENTREVILLE USE:		
Additional Information:		
ATTEST:	ACCEPTED:	
	Charles M. Koogle, Town Manager	

# **BID FORM**

# **BASE BID**

Description	Year 1 Service (Lump Sum)	Year 2 Service (Lump Sum)	Year 3 Service (Lump Sum)	Year 4 Service (Lump Sum)	Year 5 Service (Lump Sum)	Per Tower Total 5 Year Cost
Tower 1						
Powell Street, Centreville MD						
Tower 2						
151 Comet Drive, Centreville MD						
Tower 3						
500 Wexford Drive, Centerville MD						
Total Annual Cost						
				5 YEAR TOT		

# **TOTAL 5 YEAR COST NOT TO EXCEED BID:**

Numbers:	
\$	 
Price in Words:	

# **ADDITIONAL BID REQUIREMENTS AND PROVIDED INFORMATION**

1. Each bidder shall provide three (3) references for similar construction projects completed by the bidder within the last five (5) years. Provide description of the project, contract award amount, client/organization name, reference name/point of contact and phone number.

# **AFFIDAVIT OF QUALIFICATION TO BID**

# I hereby affirm that

1.	I am the (Title)	and the duly authorized
	representative of the Company of (Name of Corporation)	
	whose address is	and that I
	possess the legal authority to make this affidavit on behalf of myself acting.	and that I and the firm for which I am
2.	Except as described in paragraph 3 below, neither I nor the above fir knowledge, any of its officers, directors, or partners, or any of its em obtaining contracts with the State or any county, bi-county or multi-of the State have been convicted of, or have pleaded nolo contender during the course of an official investigation or other proceeding adnacts or omissions which constitute bribery, attempted bribery, or corprovisions of Article 27 of the Annotated Code of Maryland or under federal government (conduct prior to July 1, 1977 is not required to be	ployees directly involved in county agency, or subdivision to a charge of, or have nitted in writing or under oath aspiracy to bribe under the the laws of any state or the
3.	(State "none" or, as appropriate, list any conviction, plea, or admission above, with the date, court, position with the firm, and the sentence	
	I acknowledge that this affidavit is to be furnished to The Town Coun Attorney, and where appropriate, the Attorney General under Sectio Annotated Code of Maryland. I acknowledge that, if the representat are not true and correct, The Town Council of Centreville may termin and take any other appropriate action. I further acknowledge that I a compliance with Section 16D of Article 78A of the Annotated Code of that certain persons who have been convicted of or have admitted to or conspiracy to bribe may be disqualified, either by operation of law entering into contracts with the State or any of its agencies or subdiv	in 16D of Article 78A of the cions set forth in this affidavit nate any contract awarded am executing this affidavit in f Maryland, which provides bribery, attempted bribery, or after a hearing, from visions.
	are true and correct.	the contents of this amdavit
	(Signature)	

(Date)\_\_\_\_\_

# NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the				
	(Title)			
and the duly	and the duly authorized representative of the firm of			
whose addre	ess is			
	IEITHER I nor, to the best of my knowledge, information and belief, the above of its other representatives I here represent have:			
(a)	Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;			
(b)	Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.			
In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.				
	(Signature)			
	(Printed/Typed Name)			
	(Date)			

# SIGNATURE FORM

Name of Bidder:	
Signature of Authorized Person:	
Title of Authorized Person:	
Street Name & Number:	
City, State, Zip Code:	
Telephone Number:	
Email Address:	
Date:	
Bidder's Federal Employers Identification No.:	
Bidder's License No. if any:	
Expiration Date:	
Proposed Sub-Consultants / Subcontractors	Portion of Work to Be Performed

# **GENERAL SPECIFICATIONS**

# 1. GENERAL REQUIREMENT:

- A. The Town is requesting proposals from Professional Tank Maintenance Service Providers, experienced in the inspecting, renovating, and preventive maintenance of potable water storage facilities.
- B. The purpose of this Invitation to Bid (ITB) are:
  - 1) to provide interested service providers with sufficient information to enable them to submit a detailed proposal for review.
  - 2) to set forth a systematic method of evaluation that will be fair and impartial to all interested service providers.
  - 3) to generate uniform proposals for evaluation by the Town.
- C. The Town of Centreville reserves the right to determine acceptability of any bid according to the contract documents.
- D. No verbal instructions or verbal information to a proposing service provider will be binding. The written ITB will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. Should any alterations to the ITB be deemed necessary by the Town, these alterations will be made in the form of a written addenda which will be mailed or emailed to all interested service providers. These addenda shall then be considered as part of the ITB.
- E. Service providers shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s).

### 2. SCOPE OF WORK:

# **DESCRIPTION OF REQUESTED SERVICES**

A successful professional service provider will communicate through their response that they meet the qualifications, possess the experience, capability, and capacity to achieve the Town's maintenance objectives.

Listed below are detail descriptions of the essential services the selected provider will be responsible for performing.

### **ADMINISTRATIVE**

The selected service provider will provide a competent administrative contact directly employed and supervised by the service provider and who is entitled to represent the Company for and in the management of services outlined in the agreement.

The Administrative contact will be responsible for:

- Acting as a single point of contact representing the provider for subjects related to the delivery of services, customer satisfaction, and dispute resolution.
- Certifying compliance with the General Terms and Conditions of the agreement.

#### **INSPECTION & EVALUATION**

The selected service provider will provide trained personnel directly employed and supervised by the service provider to perform all inspections. Reference ANSI / AWWA D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage.

- Each tank must be visually inspected, at a minimum, once in any twelve-month period. If conditions warrant, additional visual inspections will be performed with no additional cost.
- All observations will be documented in a concise report with supporting photographs.
- The tank's compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- Any repairs and/or renovations shall be inspected for compliance quality and projects documented.
- A qualified representative of the selected service provider, acceptable to the Town, may perform the physical inspections.

If any of the inspections are to be performed by a sub-service provider and not direct employees, it must be indicated in your proposal documentation.

## **WATER QUALITY**

The selected service provider will provide trained personnel either directly employed and supervised by, or subcontracted by and directly supervised by the service provider to provide all labor, equipment, and materials to clean, inspect, and disinfect each water storage tank identified in this ITB. Washout disinfection services shall include but not be limited to:

- Each water tank will be washed out, inspected, and disinfected following American Water Works Association (AWWA) C652 Standards or as often as local conditions require.
- Washouts shall be performed following AWWA Standards D652-86 Spray Method 2 Standards for Potable Water Tank Disinfecting.
- All observations will be documented in a concise report with supporting photographs.
- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- A qualified representative of the selected service provider, acceptable to the Town, may perform the physical inspections.

If any water quality related work is to be performed by a sub-service provider and not direct employees, it must be indicated in your proposal documentation.

#### MAINTENANCE SERVICES

The selected service provider will provide trained personnel directly employed and supervised by or subcontracted by and supervised by the service provider to provide the experience, support, equipment, labor, and materials necessary to perform any repairs and interior / exterior renovations. Reference AWWA Standard D101 Painting Steel Water Storage Tanks.

- Projected exterior renovation cycles should foremost ensure the structure is protected.
  Notwithstanding, the Town expects a tank to be kept visually appealing and will not accept visible
  surface imperfections, blistering, cracking, flaking paint or excessive chalking. Re-coating of the
  exterior of a tank shall be performed in an eight (8) year cycle scheduled from the first scheduled
  re-coating. Note that the service provider will be responsible for addressing any premature
  coating failure to ensure a tank is protected and kept visually appealing.
- Projected interior renovation cycles should foremost ensure the structure is protected.
  Notwithstanding, the Town expects the interior of a tank to be free of any visible surface
  imperfections, blistering, cracking, flaking paint or corrosion. Renovating of the interior of a tank
  shall be performed in a fifteen (15) year cycle scheduled from the first scheduled renovation.
  Note that the service provider will be responsible for addressing any premature coating failure to
  ensure a tank is protected and sanitary.

It is the responsibility of the service provider to schedule and specify a scope of work that achieves both the Town's maintenance objectives and cycle criteria. Submitting service providers must incorporate in their response a plan and method they plan to utilize to meet the Town's maintenance Page 11 of 27

objectives. A complete response should comprise, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

#### MISCELLANEOUS SERVICES

The selected service provider must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard stored water quality. Miscellaneous services shall include, but may not be limited to:

- Maintenance related project consulting, management, and scheduling.
- Structural repair consulting, management, engineering, and emergency repairs services.
- Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a painting operation.
- Project consulting or management of cellular phone installations.
- Support services, products, material, and installation expertise of water quality technologies, for water storage facilities.

#### 3. SCHEDULE

Work under this contract shall begin July 1, 2023 upon the Town issuing a notice to proceed. The term of the contract will be annual beginning July 1, 2023 through June 30, 2024 with four (4) additional one-year terms terminating on June 30, 2028. The Town reserves the right to terminate the contract by written notification 60 days prior to July 1<sup>st</sup> of following years contract start date. The Town reserves the right to expand the scope of services, as appropriate, after negotiating with the successful bidder for the additional services that may be required. Changes in negotiated scope may also result in changes in the schedule, if mutually agreeable to the Town and the Contractor.

(The Town reserves the right to eliminate certain scope items as it may be in the benefit to the Town).

## 4. REFERENCE SPECIFICATIONS AND STANDARDS

- Without limiting the general aspects of other requirements, all surface preparation, coating and painting of interior and exterior surfaces shall conform to the applicable requirements of the following:
  - Manufacturer's printed instructions.
  - OSHA Safety & Health Standards 29 CFR 1910-1025 & 29 CFR 1910.268:
     Telecommunication Standards.
  - o Buy American Build American (BABA) rule per State and Federal Regulations.
  - SSPC Steel Structures Painting Council.
  - AWWA D102-97 & C652-92 (Sterilization).
  - o ANSI / NSF Standard 61.
  - Metal Ladder Manufacturer's Association Specification for ladders and Scaffolds.
- UL Requirement for Ladders and Scaffolds.

• The Town's decision shall be final as to the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

#### 5. PAYMENTS

The Town shall be invoiced annually, July 1<sup>st</sup> for work under this contract per the annual bid price accepted and shall be subject to approval of the Town Manager. Invoices are accepted by either email: <a href="mailto:finance@townofcentreville.org">finance@townofcentreville.org</a> or by mailing to: 101 Lawyers Row, Centreville, MD 21617.

Payments shall be made to the contractor within 30 days of receipt of invoice, subject to the approval of the Town Manager.

#### 6. INTERPRETATION OF CONTRACTUAL PROVISIONS

In the event that there is a discrepancy in the contract documents between the special provisions, general specifications, and information to bidders, the following order of priority will be used to resolve the conflict:

- a. General Specifications
- b. Information to Bidders

In the event of a disagreement as to the interpretation of application of this contract, an arbitration board shall be set up to arbitrate and resolve any disagreement and/or help interpret the provisions. The board shall have one person appointed by the Town, one person appointed by the vendor, and a third person to be selected by the two previously named. The ruling of any two members of the arbitration board will be binding on both parties.

#### 7. PROFESSIONAL STANDARDS

All work is to be performed in a workmanlike manner in accordance with The Town of Centreville Standards and Specifications, and any specifications made herein.

The Town's intent is to outsource the management, inspections, repairs, and cyclic renovation of the Town's Water Storage tanks.

The objective with outsourcing the service is to ensure the Town's water storage tanks are:

- Compliant with OSHA, NSF, and AWWA standards.
- The interior surfaces of each tank are sanitary, protected, and renovated accordingly.
- The exteriors are protected, visually appealing to the community, and renovated accordingly.

#### 8. LICENSING AND CERTIFICATIONS

Successful bidders working under this contract shall have current licenses and certifications as may be required under federal, state and local laws and regulations for the work to be completed.

The successful service provider will be required to purchase and maintain a business license for the duration of the agreement. Subcontractor providers are not exempt from a business license tax even though the general service provider may pay a tax on the full contract price of a project.

Successful bidders will be required to produce documentation of applicable licenses and certifications prior to beginning work under this contract.

### 9. PERMITS

The Town of Centreville requires the bidder to provide complete applicable permit application forms for Maryland Department of the Environment and/or all other applicable agencies.

### 10. INSURANCE CERTIFICATE

Prior to beginning work under this contract, successful bidders will be required to submit a certificate of insurance indicating levels of coverage applicable under their current policies.

# 11. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

Prior to beginning work under this contract, successful bidders will be required to submit a Taxpayer Identification Number and Certification, Form W-9.

# 12. BASIS OF AWARD

The Town of Centreville reserves the right to award this contract on the basis of price and/or qualifications for completing the project. The Town reserves the right to reject any and all bids as may best serve the interests of the Town.

# **INFORMATION TO BIDDERS**

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# **INFORMATION TO BIDDERS**

### **SECTION 1.**

# **GENERAL**

The Town of Centreville is accepting sealed bid proposals for the work described in the specifications above.

## **DELIVERY, HANDLING AND STORAGE OF MATERIAL**

- a. Deliver all material to the site in original, new, unopened containers, labeled and bearing the manufacturer's name, stock number, product number, and brand name, contents by volume, instructions for mixing, and reducing and application instructions.
- b. Provide adequate storage facilities designed exclusively for the purpose of paint storage and mixing. Facility area shall be located away from open flames, be well ventilated, and capable of maintaining ambient storage temperature of no less than 45 degrees F.
- c. Paint, coatings, reducing agents, and other solvents must be stored in original containers until opened; if not re-sealable, then must be transferred to UL approved safety containers. Provide proper ventilation, personnel protection and fire protection for storage and use of it.
- d. Comply with requirements set forth by Occupational Safety and Health Act for Storage and use of painting materials and equipment.

#### SURFACE PREPARATION

- a. Perform preparation and cleaning procedures shall be in strict accordance with manufacturer's instructions for each substrate condition.
- b. When the scope of work calls for over coating, areas shall be washed down with clean water at a minimum pressure of 4000 PSI. Each pressure washer shall be equipped with Constant Speed Turbo Nozzles and used in all areas, where the coating adherence is questionable. Use of Standard fan type nozzles on pressure washer will be acceptable when conditions warrant.
- c. All rusted areas must be power tooled cleaned, hand wire brushed at a minimum, to guarantee adhesion prior to primer application. All rusted areas shall be cleaned prior to priming.

#### **APPLICATION**

- a. Paint shall only be applied following the manufacturer's product data sheet for the series of paint specified herein.
- b. Maintain proper ventilation in areas of work to alleviate volatile solvents evaporating from coating material.

- c. Application of a coating shall be by brush, roller, mitt, or spray and in accordance with the scope of work and/or manufacturer's recommendations. All material shall be evenly applied to form a smooth, continuous, unbroken coating. Drips, runs, sags, or pinholes shall not be acceptable.
- d. Provide proper application equipment, including ladders, scaffolding, masking materials, and tools to successfully perform quality work.
- e. All Ladders and scaffolding shall meet or exceed UL requirements and Metal Ladder Manufacturer's Association.

#### SITE LIABILITY

- a. Extreme diligence shall be taken to ensure that all blast media, debris, and trash is contained to the tank site. Corrective action will be at no expense to the Town.
- b. Extreme diligence shall be taken to ensure that any surrounding vehicles, equipment, hardware, fixtures, materials, etc. are protected against paint spillage and/or over spray, etc. Such damage or over spray shall be corrected at no expense to the Town.
- c. Service provider shall be responsible for providing warning signs at all property entrances, which will be displayed for incoming vehicles any time painting activities are in process.

### **REPAIRS**

a. Any repairs identified during the renovation shall be documented in writing and submitted to the Town. Written repair submittals should include a detailed description of the deficiency, recommended scope of work, and the schedule for completing the repair. Any and all repairs to be encountered are to be included in this service at no additional expense to the Town.

# **INTERIOR DISINFECTION (ALL TANKS)**

- a. After the interior liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
- b. The Tank shall be sealed and made ready for service.

# **CLEAN UP**

- a. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site. At no cost to the Town, any damage to surfaces resulting from the work shall be cleaned, repaired, or refinished to the satisfaction of the Town or representative.
- b. Abrasive blast debris generated will be tested for the 8 RCRA heavy metals using the TCLP Method.

All abrasive blast debris will be disposed of in accordance with applicable Federal, State, and Local regulations.

#### SECTION 2.

<u>CHANGES TO CONTRACT DOCUMENTS</u> (Not Applicable to this Project)

# **SECTION 3.**

# **BID INSTRUCTIONS**

To facilitate comparative analysis and evaluation of proposals, a uniform format shall be employed in structuring each proposal. The Town asks that a service provider response follow the order listed below.

# A. ADMINISTRATION & MANAGE OF SERVICE

Summarize that your firm fulfills the qualifications to satisfy the Town's maintenance objective.

- Brief resume summarizing the experience of all the individuals who will be responsible for providing services to the Town.
- Identify the administrative contact.
- A proposing service provider must have been in business a minimum of twenty-five (25) years, and have no current pending litigation.
- Evidence of the minimum of fifty (50) current maintenance management contracts with contact list.

# **B. SERVICE PROVIDER QUALIFICATIONS**

Briefly describe your approach and program to satisfy the Town's maintenance objective.

- A concise narrative introducing your firm detailing your capabilities.
- Demonstrate your insurance provider meets the minimum insurance demanded by the Town.

#### C. VISUAL INSPECTIONS

Briefly describe your approach and schedule to satisfy the Town's maintenance objective.

# D. WASHOUT INSPECTIONS & WATER QUALITY

Briefly describe your approach and schedule to satisfy the Town's maintenance objective.

### E. EXTERIOR & INTERIOR RENOVATIONS

Briefly describe your specifications and schedule to satisfy the Town's maintenance objective.

- Establish a schedule of inspections, washouts, repairs, and renovations.
- A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

#### F. MAINTENANCE OBJECTIVE AND CYCLE CRITERIA

Briefly describe your scope(s) of work and cyclic approach to satisfy the Town's maintenance objective.

# G. PROPOSED COST OF THE MAINTENANCE SERVICE

Affirm you agree to execute a formal written contract in form, content, and cost acceptable to the Town.

- Clearly identify the initial annual fee for the proposed Management Services.
- Account for all cost the Town will be obligated to pay if the agreement is cancelled.

Bids shall be submitted to the Town of Centreville, 101 Lawyers Row, Centreville, Maryland 21617. Bids <u>must</u> be received no later than the date and time listed on the Invitation to Bid. All proposals must be in a sealed envelope with the title of the project, the submitting service provider's name and address, and the words "Do Not Open". Bids will be opened and read publicly immediately after the deadline for bid acceptance.

# **SECTION 4.**

# **BID OPENINGS**

All bids will be opened and publicly read by the Town or its designee at 101 Lawyers Row, Centreville, Maryland 21617.

# **SECTION 5.**

# **BID PROCEDURE**

The Town reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Town further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The Town may also reject the bid of any bidder if the Town believes that it would not be in the best interest of the project to make an award to that bidder. The Town also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder.

More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which that bidder has an interest.

In evaluating bids, the Town will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating bidders, the Town will consider the qualifications of bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

The Town may conduct such investigations as the Town deems necessary to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers, individuals, or entities proposed for those portions of the work in accordance with the Contract Documents.

If the Contract is to be awarded, the Town will award the contract to the bidder whose bid is in the best interests of the Town and the project.

#### **SECTION 6.**

OMISSION OF SPECIFICATIONS (Not Applicable to this Project)

#### SECTION 7.

**BID FORMS** 

All bids must be made on the attached Standard Bidding Forms. All blank spaces for the bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be acceptable. The base price on the Lump Sum bid Form shall be the total cost of the item(s) being bid in accordance with the Invitation to Bid and specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates which are specifically requested by the Town will warrant consideration. [No Alternates are anticipated for this project].

# **SECTION 8. REQUIRED BID SECURITY AND INSURANCE**

**BID SECURITY** (Not Applicable to this Project)

# **Insurance Certificate**

The Contractor and subcontractor(s) must obtain at its own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The service provider's insurance shall be primary. Within five (5) days after contract award the Contractor shall submit to the Town of Centreville, Attn: Town Clerk, Centreville Town Hall, 101 Lawyers Row, Centreville, MD 21617 a certificate of insurance with all endorsements.

In no event may the insurance coverage be less than shown below. Unless otherwise described in this contract the successful service provider shall be required to maintain for the life of the contract and to furnish the Town evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	<b>Endorsements and Provisions</b>
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident	Waiver of Subrogation: WC 00 03 13 Waiver of Our Recover From Others signed and dated.
	Bodily Injury by Disease: \$500,000 policy limits	
	Bodily Injury by	
	Disease: \$100,000 each employee	
3. Commercial General Liability	Each Occurrence: \$1,000,000	Town shall be listed as additional provided 30-day notice of
a. Bodily Injury		or material changes in coverage.
b. Property Damage		CG 20 37 07 04 and CG 20 10 07 04 forms to be signed and dated.
c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Complete g. Operations h. Personal Injury		
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	Town shall be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.
5. Excess/Umbrella Liability	Each Occurrence / Aggregate: \$1,000,000	Town shall be listed as additional insured and provided 30-day notice of cancellation or material change
6. Professional Liability	Each Occurrence / Aggregate: \$1,000,000	

# **SECTION 9.**

**DELIVERY** (Not Applicable to this Project)

#### SECTION 10.

# **WAIVER OF TECHNICALITIES**

The Town Council of Centreville reserves the right to waive formalities or technicalities in bids acting on behalf of the best interest of Town of Centreville.

### **SECTION 11.**

## **CONTRACT AWARD**

It is the intent of the Town Council of Centreville to award a contract using the criteria provided herein within 30 calendar days following the bid opening. The contract will commence on July 1, 2023. Acceptance of a bid proposal and award of the contract is subject to the approval of the Town Council and the Town Manager. The Town Council reserves the right to reject any and/or all bids.

## **SECTION 12.**

## TAX EXEMPTION

The Town of Centreville is exempt from paying all Federal, State and Local Tax.

#### **SECTION 13.**

#### **BASIS OF AWARD**

- 1. Qualifications based with secondary consideration for total cost.
- 2. Compliance with specifications.
- 3. Compliance with terms of bid package.

#### **SECTION 14.**

# MODIFICATION OR WITHDRAWAL OF BIDS

- 1. Pre-Opening Modification or Withdrawal of Bids
  - a) <u>Procedure</u> Bids may be modified or withdrawn by written notice received by the Town Manager before the time and date set for bid opening.
  - b) <u>Disposition of Bid Bond</u> If a Bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the bidder. [Not Required for this Project].

- 2. Late Bids, Late Withdrawals and Late Modifications
  - a) <u>Policy</u> Any bid, request for withdrawal, or request for modification received at the place designated in the invitation for bids after the time and date set for receipt and opening of bids is late.
  - b) <u>Treatment</u> A late bid may not be considered under any circumstances and will be mailed to the bidder's last known address unopened. Late modifications and late withdrawals may be considered by the Town Council and allowed if in the best interest of the Town.

## **SECTION 15.**

# **SERVICE PROVIDERS ABILITY**

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Town all such information and data deemed necessary by the Town for this purpose.

## **SECTION 16.**

# **PAYMENT TERMS**

Payment will be made for properly approved purchase orders supported by an invoice for work performed in accordance with these specifications.

# **SECTION 17.**

<u>PERFORMANCE BOND</u> (Not Applicable to this Project)

### **SECTION 18.**

<u>SUBSTITUTIONS</u> (Not Applicable to this Project)

### SECTION 19.

### **ADDENDA**

Addenda and or answers to interrogatories made at the mandatory pre-bid meeting will be faxed and/or mailed or delivered to all vendors who are known to have received a complete set of bidding documents. Copies of Addenda/ Answers to Interrogatories will be made available for inspection wherever bidding documents are on file for that purpose. No Addenda will be issued later than two (2) working days prior to the posted date for receipt of bids except an Addendum withdrawing the request for bids or one which includes postponement or extension of the date for receipt of bids.

#### SECTION 20.

# ALTERNATES [Non anticipated for this project].

An alternate is a dollar amount to be added to or subtracted from the base bid price. The Town Council may request alternate prices to compare various options that may be in their best interest. The Town shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

# **SECTION 21.**

# **CONTRACT DOCUMENTS**

The Contract Documents shall include the Invitation to Bid, Standard Bidding Forms, Specifications, Information to Bidders, BID Envelope and Addenda and/or any other documents which are clearly intended to be a part of this contract.

#### SECTION 22.

# **BUDGET FUNDING**

A contract made as a result of this bid will be subject to the appropriation of funds by the Town of Centreville. If the Town Council of Centreville does not appropriate any funds, then the Contract shall become invalid.

# **SECTION 23.**

<u>PURCHASE ORDER</u> (Not Applicable to this Project)

### **SECTION 24.**

# **TRADE AND BRAND NAMES**

Except as provided for in Section 31. below, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no ways infer that other trade and brand names will not be acceptable.

#### SECTION 25.

### FEDERAL ASSISTANCE

The Town of Centreville shall comply with Title VI of the Civil Rights Act of 1964 which provides that no person shall be denied on the grounds of race, color or natural origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance.

#### **SECTION 26.**

# QUALITY ASSURANCE

- Workmanship shall be performed by skilled workman thoroughly trained in necessary crafts and completely familiar with specific requirements and methods specified herein.
- High pressure washing of the exterior surfaces shall be performed only by personnel dedicated to quality. This is critical to the quality and results expected by the Town or the Town's representative. The service provider will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable work results.
- Media blasting of the interior surfaces shall be performed only by personnel dedicated to quality. This is critical to the quality and results expected by the Town or the Town's representative. The service provider will be asked to remove anyone from the work force who is observed performing unsatisfactory or unacceptable work results.
- Only personnel dedicated to quality and proven capable of proper applications of each
  material will apply all coating. Areas are to be protected as required to guarantee cut-in
  areas are neat and not recklessly sprayed or rolled with various colors. Final appearance
  is expected to be proper thickness, smoothness, and semi-gloss in appearance. Service
  Provider will be asked to remove from the work force anyone who is observed
  performing unsatisfactory or unacceptable work/results.
- All material shall be from one manufacturer and no cross coating allowed between primers and finish coats. Over thinning of materials which results in runs, etc. will be unacceptable. Service Provider will be asked to remove anyone from the work force who creates excessive paint "runs" which require brushing out, troweling or smoothing out with scraper blades.

## **SECTION 27.**

### EQUAL OPPORTUNITY EMPLOYMENT

Service provider shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, or age. The bidder affirms this by submission of the bid form.

### **SECTION 28.**

## RESERVATION

The Town Council of Centreville reserves the right to increase or decrease quantities and/or project elements at their discretion.

#### SECTION 29.

# **DELIVERY SCHEDULE**

The bidder is required to state on the <u>Standard Bidding Form</u> their most accurate date of delivery.

# **SECTION 30.**

PRODUCT LITERATURE (Not Applicable to this Project)

#### SECTION 31.

# **EXCEPTIONS TO BIDS SPECIFICATIONS**

Any bidder taking an exception to requested specifications must make these exceptions, clear and in writing, on the specification bidding forms. Additional information regarding exceptions can be attached to the sealed bid proposal. However, this section is not to be construed that the Town of Centreville is obligating themselves to accept anything other than the Specifications requested elsewhere in this Bid Proposal.

#### SECTION 32.

DELIVERY PROVISIONS (Not Applicable to this Project)

# **SECTION 33.**

INTERPRETATION OF CONTRACT DOCUMENTS (Not Applicable to this Project)