

**TOWN OF BEL AIR  
39 N. Hickory Avenue  
Bel Air, Maryland 21014**

## **SOLICITATION ANNOUNCEMENT**

**BID TITLE:** **Directional Signage for the Town of Bel Air, Maryland**

**BID NUMBER:** **#19005-P**

**BID OPENING DATE AND TIME:** **March 28, 2019 at 2:00 pm local time**

**QUESTIONS DUE DATE & TIME:** **March 14, 2019, 1:00 pm**  
Questions to be emailed to [jmiller@belairmd.org](mailto:jmiller@belairmd.org)  
Email Subject line to state, "Directional Signage Bid # 19005P"

**PLACE OF BID OPENING / BID MAILING ADDRESS:** Finance Department  
Town of Bel Air  
39 N. Hickory Avenue  
Bel Air, Maryland 21014

**TIMELY DELIVERY OF BID DOCUMENTS:** Bids must be received in the Finance Department before the bid opening date and time. It is the bidders responsibility to ensure their Bid Proposal is delivered to the Finance Department prior to the bid opening date and time.

Bids should be sealed and labeled with the bid number, bid title and directed to the Finance Department.

**Bidders may obtain the Solicitation Documents by downloading the information at our website: <https://www.belairmd.org/bids.aspx>. Bidders shall continue to check the website for possible addenda to the bid(s) prior to the bid opening date.**

**LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED**

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**Town of Bel Air, Maryland  
39 N. Hickory Avenue  
Bel Air, MD 21014  
Attn: Finance**

**General Terms and Conditions**

**Instructions to Bidders and Offerors**

**1. Receipt and Opening of Bids/Proposals**

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Town of Bel Air (Town) will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Finance Department, 39 North Hickory Avenue, Bel Air, MD 21014. Bidder/Offerors must submit their bids/offers in a sealed envelope. The envelope must state "Bid/Proposal Enclosed". **Late bids/proposals will be returned unopened.** The Town of Bel Air reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Town shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

**2. Award or Rejection of Bids / Proposals**

The contract will be awarded to the responsive and responsible bidder/offeror proposing the best value. All bid and proposal documents will become the property of the Town of Bel Air. Bids/Proposals must be submitted in duplicate.

The Town of Bel Air also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Town contracts.

The Town reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award.

**3. Reservations and Annulments**

- A. TOWN reserves the right to reject any or all proposals and re-advertise for other bids.
- B. TOWN reserves the right to waive technical defects within submittals.
- C. TOWN may conduct any investigation to determine the ability of the bidder/offeror to perform the work, and the bidder/offeror shall furnish to the TOWN all such information and data requested. TOWN reserves the right to reject any proposals if in its opinion as a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract and is deemed non-responsible.
- D. Conditional bids/proposals may deem a bidder non-responsive.

- E. TOWN reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon TOWN, materials, products and/or workmanship inferior to that required by the awarded bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of TOWN to damages for the breach of any covenant of the contract by the awarded bidder.
- F. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, TOWN reserves the right to purchase the required articles on the open market, or to complete the required work at the expense of the contractor, and to withhold on the open market, or to complete the required work at the expense of the contractor, and to withhold all money that may be due or may become due in order to mitigate its damages in accordance with law.
- G. Contractors and any of its sub-contractors, shall advise the TOWN of its intention to use any employees that are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to TOWN shall include the name and violation for each individual. The use of these employees must receive the prior approval of the TOWN. The contractor shall take reasonable precautions when selecting such individuals and provide strict supervision and proper safeguards.

#### 4. **Compliance with Specifications**

The contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the TOWN, and as described herein. Deviations, exceptions, alternates, etc., may render the bid/offer as non-responsive.

#### 5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviation from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

#### 6. **Waiver of Technicalities**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Procurement Officer.

#### 7. **Omission of Specifications**

The omission of any specification or details of any specification which would normally apply to the products, services or construction described herein, shall not relieve the bidder/offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Procurement Officer.

8. **“Or Equal” Clause**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance. Any alternates or the submission of “or equal” items must receive final approval from the TOWN.

9. **Contractor’s Obligation**

The contractor shall and will, in good and professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Town of Bel Air as given from time to time during the progress of the work. The contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Town.

10. **Multi-Agency Procurement (Piggybacking)**

TOWN reserves the right to extend the terms and conditions of this contract to any and all other public agencies, municipalities and school districts. This is conditioned upon the contractors’ approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. TOWN assumes no obligation on behalf of any other entity.

11. **Termination for Cause**

- A. The Town of Bel Air reserves the right to terminate any contract if in its opinion there shall be a failure at any time to promptly and faithfully perform any of its terms, requirements or services in the prescribed manner and timeframe.
- B. Any cost and/or expense incurred under this section above shall be deducted from and paid by the Town of Bel Air out of such monies as may be due or become due to the contractor, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Town.

12. **Bill of Lading / Delivery Tickets**

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity and vendor name.
- B. All bills of lading will clearly indicate the name of the contractor/bidder/offeror.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

13. **Political Contribution Disclosure**

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of the State of Maryland certain specified information required by law.

14. **Nondiscrimination**

The contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. Department of Labor at (410) 962-3572.

15. **Governing Law**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

16. **Indemnification**

To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17. **Safety**

The contractor shall provide all equipment and machinery furnished and delivered to TOWN complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

Material Safety Data Sheets shall be submitted for all supplies, materials or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal or local regulation. The contractor, when required, must submit MSDS sheets to each location that receives any such supplies or materials furnished and/or installed by the contractor.

18. **Language/Gender**

Bidder, proposer, offeror and contractor all have the same meaning and may be used interchangeably. When used, TOWN means the Town of Bel Air.

19. **Taxes**

No charge will be allowed for federal, state or municipal sales and excise taxes from which the TOWN is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished. TOWN is specifically exempt from retail sales tax.

20. **Drug, Tobacco, Alcohol**

All TOWN properties are “drug, tobacco and alcohol free zones” as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco or alcohol product on TOWN property. Use or possession of such items on TOWN property may result in immediate termination of the contract.

21. **Contract**

The bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offeror and the TOWN.

22. **Right of Selection**

The TOWN reserves the right to solicit proof or evidence of the bidders qualifications to supply and install signs according to the specifications and scope of work contained herein. The TOWN also reserves the right to not award to a vendor who does not meet the qualifications to satisfy the requirements of this contract.

The TOWN reserves the right to accept this bid/offer by items or as a whole or lump sum. The TOWN also reserves the right to increase or decrease the quantities estimated in the bid.

23. **Insurance**

Please review in detail the insurance requirements contained in the attached document. Failure to comply with these insurance requirements may render the bid/offer as non-responsive. Proof of insurance must be provided at the time of contract execution and before work commences.

24. **Labor and Rates of Pay**

The successful bidder/offeror agrees that it shall abide by all applicable provisions of federal and state law and regulation pertaining to workplace conditions, child labor and that all employees will be treated lawfully.

25. **Wages/Pay**

The successful bidder agrees to comply with all applicable federal and state law and regulation relating to payment of wages.

26. **Billing and Payment**

Each invoice shall list the details of goods or services provided.

27. **Dispute Resolution**

Alternate Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

28. **Use of Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by the Town of Bel Air is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.



## Town of Bel Air, Maryland

### Insurance Requirements

#### 1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Town of Bel Air (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Town; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Town of original certificates of insurance signed by authorized representatives of the insurers or, at the Town's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Town under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Town's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Town throughout the term of the Contract and for two years after final payment by the Town under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Town in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Town under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Town immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Town.  
  
Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Town shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.

- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Town for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Town denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Town grants specific approval for an exception. The Town hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Town's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Town by the Vendor in connection with this Contract shall belong to and be payable to the Town.
- 1.10 If the Town is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Town, then the Vendor shall bear all reasonable costs properly attributable thereto.

## **2. Vendor's Liability Insurance**

- 2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
- 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
- |             |   |
|-------------|---|
| \$1,000,000 | Each Occurrence;                        |
| \$1,000,000 | Personal and Adv Injury;                |
| \$1,000,000 | General Aggregate; and                  |
| \$1,000,000 | Products/Completed Operations Aggregate |

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Town under this Contract; and

- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- |           |   |
|-----------|---|
| \$100,000 | Each accident for bodily injury by accident;    |
| \$100,000 | Each employee for bodily injury by disease; and |
| \$500,000 | Policy limit for bodily injury by disease.      |

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- |             |  |
|-------------|--|
| \$1,000,000 | Per occurrence;  |
| \$1,000,000 | Aggregate for other than products/completed operations and auto liability; and |
| \$1,000,000 | Products/completed operations aggregate.                                       |

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 The Town of Bel Air and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Town's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

**Special Notes:** ISO forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are **NOT ACCEPTABLE**. A manuscript endorsement with the above wording is required.

### 3. **Vendor’s Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Town under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Town under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Town under this Contract when caused by the dishonest acts of the Vendor’s (or subcontractor’s) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Town under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

### 4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Town of Bel Air, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of

or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Town's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Town and that the Town's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Town.

6. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its employees, officials, volunteers, agents and representatives caused by the Vendor during assigned work or delivery of goods for the Town.

## **SPECIFICATIONS**

### **BID #19005P**

#### **Directional Signs, Town of Bel Air, Maryland**

##### **1. GENERAL CONDITIONS**

- 1.1 The TOWN seeks qualified bidders to supply and install directional signs. Qualified bidders will have the experience and expertise to provide and install signs to direct people and traffic. The TOWN reserves the right to not award to vendors who do not meet the qualifications to satisfy the requirements of this contract. These specifications in addition to and/or in place of similar paragraphs in the Town of Bel Air of Harford County, Maryland (hereafter referred to as TOWN). Awarded Bidders will be expected to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to supply and install twenty-one directional signs for the downtown area of the Town of Bel Air.
- 1.2 It is the intent of this specification to provide prospective bidders with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.
- 1.3 The work of this contract will be coordinated through the Department of Planning.
- 1.4 All questions must be submitted via email to [jmiller@belairmd.org](mailto:jmiller@belairmd.org). Relevant questions will be responded to via formal Addendum. Questions are due prior to **March 14, 2019, 1:00 pm**.

##### **2. SPECIFIC CONDITIONS**

- 2.1 It is the sole responsibility of the Bidder to call to the attention of any discrepancies in specifications to the Procurement Officer, John Miller, **IN WRITING**, at least **TEN (10)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the scope of work and the specifications for this project.
- 2.2 John Miller, Procurement Officer, will administer the solicitation process. The Procurement Official will be the sole point of contact for purposes of this bid. The contact information is [jmiller@belairmd.org](mailto:jmiller@belairmd.org).
- 2.3 The Town of Bel Air may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to The Town of Bel Air all such information and data for this purpose as The Town of Bel Air may request. The Town of Bel Air reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy The Town of Bel Air that such bidder is properly qualified to carry

out the obligations of the Contract and to complete the work contemplated therein.

- 2.4 The Contractor shall give their personal attention to the performance of the Contract, shall keep the same under their own control.
- 2.5 The Contractor shall, without additional cost to The Town of Bel Air, be responsible for obtaining any and all necessary license and permits, unless otherwise noted. The Contractor shall comply with FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.
- 2.6 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.
- 2.7 Awarded Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site and persons occupying areas adjacent to the work site.
- 2.8 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards related to the requirements of this solicitation.
- 2.9 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).
- 2.10 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.  
  
The Contractor shall be responsible for their work until its completion and final acceptance.
- 2.11 The Bidders agree to hold the bid pricing submitted, under the same terms and conditions for a period of ninety (90) days from the date of the bid opening to allow for approval by the Board of Commissioners.
- 2.12 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.

- 2.13 All work shall be approved by TOWN Department of Planning, 410-638-4540, attention Kevin Small, Director. The TOWN reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to TOWN. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in TOWN contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).
- 2.14 There will be no cost to TOWN for prospective bidders visiting a TOWN site to provide a quote and/or for any pre-examination of work.

3. **FORM OF PROPOSAL**

All pricing must be submitted on the Bid Form.

4. **AWARD**

- 4.1 The Town of Bel Air reserves the right to reject any bids from proposers that cannot demonstrate the ability and/or capacity to completely satisfy the requirements of the contract. The Town reserves the right to reject all bids if it is in their best interest. The Town reserves the right to waive any informalities in bids received.
- 4.2 Method of award will be to the responsive and responsible bidder/s offering the best value to the TOWN.
- 4.3 It is the intent of The TOWN to award to one (1) bidder.
- 4.4 Award will be based on the Total Bid Price.
- 4.5 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also be able to guarantee provision of materials and service as required. Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- Proposed awarded bidder must show evidence of the ability to properly satisfy the requirements of this contract. This includes the demonstration of qualifications and/or experience addressing all aspects as presented in this solicitation.
- 4.6 Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- 4.7 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can complete all requirements "as specified" in this solicitation and within the specified time frame.



5. **TERM OF AGREEMENT**

5.1 The initial term of the Contract shall begin upon the date of contract execution following all necessary and required approvals and executed signatures. **All work must be completed no later than June 30, 2019.**

6. **BILLING AND PAYMENT**

Detailed invoices must be submitted, with listing of all services performed, locations and associated costs. Invoices should be submitted to the Department of Planning, 705 E. Churchville Rd., Bel Air, MD 21014.

7. **GUARANTEE/WARRANTY**

7.1 The Contractor shall supply all manufacturers' guarantees in substance and term normally provided in the trade.

7.2 The awarded contractor shall unconditionally guarantee the materials and workmanship of all work and service furnished by them.

7.3 All warranties, express or implied, shall be applicable for a minimum of twenty-four months following contract award. Any exceptions to this provision must be so noted.

8. **TAXES AND PERMITS**

8.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.

8.2 Award Bidders shall obtain and pay for any permits required and provide a copy to TOWN as well as post a copy on site if applicable.

9. **CONFLICT OF INTEREST**

9.1 No employee of The Town of Bel Air shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, The Town of Bel Air may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of The Town of Bel Air having received a gratuity, or promise thereof, in any way or form.

9.2 Bidders must complete the **"Anti-Bribery Affidavit"** and the **"Certification regarding U.S. Government Debarment Suspension, Ineligibility and Voluntary Exclusions"** included in this solicitation, and must include them with

the completed bid forms. Failure to complete these forms and submit them with the completed bid forms may result in rejection of the entire bid proposal.

10. **SPECIAL NOTATION**

The Contractor shall advise The Town of Bel Air of the intention to use any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to TOWN shall include name and violation for each individual. The Contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision.

11. **SCOPE OF WORK**

- 11.1 The Town of Bel Air is soliciting proposals for the fabrication, delivery, and installation of twenty-one (21) directional signs for the downtown area. These signs will be located along Main Street, Bond Street, and Churchville Road, Baltimore Pike and Hickory/Maitland right-of-way. It is the desire of Bel Air to provide wayfinding that is unique, eye-catching, and aesthetically pleasing in order to reinforce directional graphics in the Town and reflect a coherent message for visitors.

The proposer will be required to provide sufficient documentation regarding the items being provided within this scope of work. Such documentation should include, but is not limited to, vendor catalog sheets, general data sheets, shop drawings and/or specifications and warranty information. **Attached is Exhibit A** showing annotated details from the recently completed Graphics Assessment Final Report prepared by Nice Kern for the Town which provides overall design elements for typography, color graphics and construction standards for the sign fabrication. The entire Wayfinding System Plan is available on the Town website [www.belairmd.org](http://www.belairmd.org). Dimensions for the panels have changed and are reflected on Exhibit A. **Exhibit B** shows a conceptual image of all the proposed panels including if they are attached to an existing pole, the orientation and if they are to be priced as part of the base price or either Add/Alt #1 or #2. **Exhibit C** shows a general location for each sign. The cost of each sign should encompass all materials including delivery and installation.

11.2 Design Detail

Graphic elements for each sign will be provided by the Town in digital format. All signs are anticipated to be one of three typical sizes depending on Font size and will provide graphics on only one side of each panel, except as noted. Some of the signs have been listed with **Add/Alt #1 or Add/Alt #2 to provide separate pricing for these selected signs.**

The location for each sign will be verified in the field with the selected contractor. The contractor is responsible for contacting Miss Utility prior to installation. All posts must match existing and be break away design.

### 11.3 Process

The selected contractor is expected to complete the design of each panel based upon the data provided by the Town. The process of design and review is outlined below:

- Kick-off meeting with Town and consultant (including any sub-consultants responsible for design tasks). This may include a site visit to each proposed location.
- Town to provide digital data for each message to be included on the panels.
- Submission of proof material including information on colors, material, dimensions, font size and layout of message. Town to review and provide comments back to the contractor.
- Final Design submission (if needed) to provide revised images, layout and material samples for approval by the Town. Town to provide final comments prior to fabrication and installation.
- Pre-Construction meeting at each site prior to installation to coordinate security, traffic, utility protection and installation procedures.

### 11.4 Material Specifications

The selected contractor is responsible for providing material specifications for all fabricated items supplied to the Town. This includes a shop drawing of the final layout for each sign with dimensions and color samples to be approved by the Town prior to final location.

- Background Color – Dark Blue (Pantone 294C)
- Background Color – Green (Pantone 342C)
- Rear Panel Color—Black
- Post Finish--Black

### 11.5 Permits

**The successful contractor is not responsible for acquiring construction related permits but must coordinate utility locations prior to installation.**

### 11.6 Standards

All equipment and installation must, at a minimum, meet the following standards:

ADA	Americans with Disabilities Act
ASTM	American Society for Testing Materials

Manufacturer shall be ISO 9001-2008 certified and the designer and installer be experienced with the application of materials.

### 11.7 Installation and Delivery Requirements

The selected contractor will install all graphic sign material according to manufacturer specifications. Information regarding weather conditions, surface conditions, equipment

required, and method/sequence of installation shall be provided to the Town for approval. **The delivery and installation shall be conducted prior to July 1, 2019.**

#### 11.8 Maintenance Requirements

The selected contractor shall also provide written maintenance instructions including, but not limited to, vandalism, repair, panel removal, snow/ice removal tolerances, and paint touch-up or repair.

#### 11.9 Warranties

Manufacturer's warranty information must be provided as part of the proposal submittal. Warranties must at a minimum meet the following:

Two-year warranty on all applications.

#### 11.10 Samples

The successful contractor shall provide material color/material samples for all components for approval. Samples submitted must include font style, size and message for each sign.

### 12. **PROTECTION OF WORK AND PROPERTY**

12.1 The Contractor will be held responsible for any and all damage to The Town of Bel Air property done or caused by the Contractor or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others, including possible irrigation systems. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold The Town of Bel Air free from any and all claims for damages arising from the execution of the work.

12.2 The Awarded Bidder shall make effort to protect all TOWN property, materials, equipment, utilities and structures at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by the Contractor to the satisfaction of TOWN .

13. **PROFESSIONALISM**

13.1 TOWN requires all work to be completed utilizing "Professional Workmanship". TOWN shall monitor and examine the services provided and will only accept a "Professional Workmanship" level. The following shall be considered examples of reasons for immediate termination of a company:

13.2 Repeated failure of the Contractor to have the required materials, equipment or personnel with them to execute the service without undue delay or to repeatedly leave the project to pick up supplies and/or equipment.

13.3 Failure of the Awarded Bidder to utilize qualified personnel to do the work. The individuals doing the work at the TOWN sites shall:

13.3.1 be properly trained and experienced to perform services specified.

13.3.2 refrain from any comments and/or gestures to the public and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

14. **SUBCONTRACTORS**

14.1 All subcontractors, prior to their use by the Contractor must be approved by TOWN.

14.2 The Contractor shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof.

15. **TERMINATION**

The Town may terminate this contract for cause and/or reasons of non-performance by the Contractor with fifteen (15) days written notice to the Contractor.

The Town may terminate this contract for convenience without cause at their discretion with ninety (90) days written notification. Contractor will be paid for all services completed.

**THE TOWN OF BEL AIR  
39 N. HICKORY AVENUE  
BEL AIR, MARYLAND 21014**

**BID FORM #19005-P**

**Directional Signage for the Town of Bel Air, Maryland**

All bids must be submitted properly executed, securely sealed, and prominently marked. All bids must be received in the Finance Department of The Town of Bel Air by **2:00 pm local time, March 19, 2019**, at which time they will be publicly opened. Bids shall be submitted in a sealed envelope bearing on the outside **the name and address of the bidder, the name and number of the bid, and the bid opening date.**

Bids submitted by mail or delivered in person shall be addressed to the, Town of Bel Air, 39 N. Hickory Avenue, Bel Air, Maryland 21014, attention: Finance Department.

In compliance with the invitation for bids, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to satisfy the requirements of this solicitation for the prices listed below.

ITEM	DESCRIPTION	COST
15 Wayfinding Signs		\$
3 Add/Alt #1		\$
3 Add/Alt #2		\$
TOTAL		\$

**ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE PROPOSAL.**

**Bid Form, Continued**

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Bid Form Continued

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

Bidder acknowledges receipt of the following addenda (if applicable):

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Signature: \_\_\_\_\_

## Town of Bel Air

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### CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

**THIS FORM MUST BE RETURNED WITH BID PROPOSAL**



**TOWN OF BEL AIR, MARYLAND**  
**ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of whose \_\_\_\_\_ address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any. \_\_\_\_\_)

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Town of Bel Air may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**MUST BE RETURNED WITH BID/PROPOSAL**

