



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

SOLICITATION ANNOUNCEMENT

BID TITLE: Removal and Replacement of Bel Air Armory Windows at 37 N. Main St., Bel Air, Maryland

BID NUMBER: BID # 24010

BID OPENING DATE AND TIME: October 25, 2023 at 2:00 pm local time

PLACE OF BID OPENING / BID MAILING ADDRESS: Town of Bel Air
Department of Finance
39 N. Hickory Avenue
Bel Air, Maryland 21014
Attention: John R. Miller, CPPO, Procurement Officer

PRE-BID MEETING **Mandatory: Wednesday, September 27, 2023, 11:00am at DPW conference room (705 Churchville Road)**
A visit to the site will follow.

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

Bids should be sealed and labeled with the bid number and 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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SECTION II
Contract No. DPW

REMOVAL AND REPLACEMENT OF WINDOWS AT BEL AIR RECORD ARMORY

Special Provisions

1. GENERAL

1.1 Reference

- 1.1.1 General Requirements, Proposal and Contract Agreement apply to the work under this section.
- 1.1.2 Materials and workmanship shall be in accordance with current **2018 International Building Code, 2018 International Residential Code and subsequent addenda.**
- 1.1.3 All work shall be in accordance with MOSHA - State Occupational Safety and Health Acts.

1.2 Description of Project

- 1.2.1 This project contains removal, disposal and replacement of seventy-two (72) historic windows at the Bel Air Record Armory with aluminum acoustic, historic, vertical sliding, single hung windows and aluminum acoustic, historic fixed windows per the attached drawings and specifications. Opening Prep scaffolding where needed and caulking included to match.

ITEM #1: REMOVAL AND REPLACEMENT OF WINDOWS AT BEL AIR RECORD ARMORY

Replace existing windows with St. Cloud Windows Manufacture 5020 single hung and 5060 fixed factory glazed with a frame depth of 5" nominal, 1" Insulated glass 1/4" low E temp x 1/2" Argon AS x 1/4" Cl. temp, half screens fiberglass mesh, black (single hung only). Hardware shall be lift rail pinch locks, sweep locks at meeting rail, balances and sash restrictors (single hung only). Interior trim 1 1/4" x 1 1/4" snap trim at head and jambs and interior trim 1 1/4" x 2 1/4" snap trim at sill. The exterior shall be panning 2 1/2" x 3 1/2" preset panning at head and jambs alcoa sill panning, integral muntins between glass units. Along with a 10-year warranty on windows, glass, & finish. Quantities as follows:

- 12 "A" Windows per Drawings

- 9 “B” Windows Per Drawings
- 3 “C” Windows Per Drawings
- 13 “D” Windows Per Drawings
- 6 “E” Windows Per Drawings
- 2 “F” Windows Per Drawings
- 1 “G” Windows Per Drawings
- 25 “H” Windows Per Drawings
- 1 “I” Windows Per Drawings

In addition, remove and reinstall any shades or blinds that are currently installed at each window. Any damage to the blinds or shades shall be the responsibility of the contract to replace.

1.3 Operations Summary (See Plans & Specifications in Attachment Section)

1.4 Preparation

- 1.4.1 Removal and disposal of all existing windows and any leftover material.
- 1.4.2 The Contractor shall furnish and maintain all materials required for removal and replacement of windows to include lifts and ladders.
- 1.4.3 Safe ingress and egress for pedestrian and vehicle traffic must be maintained at all times during this contract.
- 1.4.4 As work progresses, the Contractor shall, on a daily basis, thoroughly clean the areas of dust and other debris and provide ventilation for the area they are working as to not affect the staff.

1.5 Progress Schedule and Schedule of Operation

- 1.5.1 The Contractor will be held responsible for a "Progress Schedule" thus enabling the Contractor to complete the work within the time specified.
- 1.5.2 It will be the Contractor's responsibility to submit a Schedule of Operations to the Director and obtain his approval before any work is done under this Contract.
- 1.5.3 No work will be allowed on Holidays, Saturdays or Sundays on this contract unless written permission is given by the Engineer.
- 1.5.4 No work will be allowed on this contract between the hours of 7:00 p.m. & 7:00 a.m. unless written permission is given by the Engineer.

1.6 Quantities of Materials

1.6.1 Quantities or square footage of materials are estimated herein and the Contractor shall be required to acquire all measurements and material quantity take offs in the field.

1.7 Time of Completion

1.11.1 All work shall be fully and finally completed no later than **June 30, 2024**.

The Bidder shall acknowledge in their bid that they are able to complete the work by the date specified.

1.8 Liquidated Damages

1.12.1 For each calendar day that the Contractor is in default in completing the work to be done under this contract, the Contractor shall pay to the Town liquidated damages which the Town will suffer by reason of such default. The Town shall be fully authorized and empowered to deduct and retain the amount of any damages, determined as monies due the Contractor under the contract at any time after such damages are incurred. The permitting of the Contractor to finish work, or any part of it, after the period of time of completion may have been extended, shall in no way operate as a waiver on the part of the Town of any of its rights under the contract. **The amount of liquidated damages shall be equitably determined but shall not be less than \$100.00 per calendar day.**

IMPORTANT INFORMATION

THIS BID DOCUMENT ALSO INCLUDES DRAWINGS WHICH ARE ITEMIZED AS FOLLOWS:

Window Drawings Exhibit A (Sheets 1-4)

Window Product Specifications Exhibit B (Sheets 1-2)

The entire bid package and drawings will be posted on the Town of Bel Air's web site, <https://www.belairmd.org/> and can be downloaded along with the Bid Document

**SECTION III
Contract No. DPW**

REMOVAL AND REPLACEMENT OF WINDOWS AT BEL AIR RECORD ARMORY

**BID FORM
Schedule of Prices**

NOTE: This bid shall be filled in by the Bidder, with the prices written in words and numerals, and the extensions shall be made by the Bidder. For complete information concerning these items, see Specifications, Special Provisions and Contract Form.

Item Nos.	Approx. Qty.	Description of Items & Price Bid (In written words)	Unit Price \$\$\$	TOTAL AMOUNT \$\$\$
I	L.S.	REMOVAL AND REPLACEMENT OF WINDOWS AT BEL AIR RECORD ARMORY At _____ (Lump Sum Written)	LS	\$ _____

The undersigned swears (or affirms) under the penalty of perjury that the Bidder, its agents, and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

BID SUBMITTED BY: _____

The undersigned acknowledges that they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

ENTITY NAME _____

TELEPHONE NUMBER _____

Must be the entity name as registered with the MARYLAND Department of Assessments & Taxation.

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

**SECTION III
GENERAL TERMS AND CONDITIONS**

Instructions to Bidders

1. Receipt and Opening of Bids

Sealed bids 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 will be opened in the Finance Department, 39 N. Hickory Avenue, Bel Air, MD 21014. Bidders must submit their bids in a sealed envelope and in duplicate. The envelope must state "Bid Enclosed". **Late bids will be returned unopened.** The Town reserves the right to reject any or all bids, and/or waive technical defects if, in its judgment the interests of the Town shall so require. Bids 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

The contract will be awarded to the lowest responsive and responsible bidder. All bid documents will become the property of the Town. Bids must be submitted in duplicate.

The Town also reserves the right to reject the bid 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. The Town reserves the right to reject any or all proposals and readvertise for other bids.
- B. The Town reserves the right to waive technical defects within submittals.
- C. The Town may conduct any investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data requested. The Town reserves the right to

reject any bid, if in its opinion, as a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract.

- D. Conditional proposals may deem a bidder non-responsive.
- E. The 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 the 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 the 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 bid/contract, the 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 the 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 as non-responsive.

5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the Bidder, in writing at the time of submittal of the formal bid. 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 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 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)

The Town reserves the right to extend the price, 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. The Town assumes no obligation on behalf of any other entity.

Contractors taking exception to this requirement must advise the Town as part of their bid submission.

11. Termination for Cause

- A. The Town 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 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.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

13. Political Contribution Disclosure

The 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 and the Town.

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 there from. 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 the 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, Vendor, and Contractor all have the same meaning and may be used interchangeably. When used, Town means the Town of Bel Air.

19. Taxes

The Contractor will be required to pay the Maryland Sales Tax on all materials and supplies used on construction projects in accordance with Maryland State Law.

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders and subcontractors shall be responsible for paying such taxes when purchasing materials. The Town's tax-exempt certificates cannot be used by contract awardees.

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. The 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 and be included in the formal contract executed between the Bidder and the Town.

22. **Right of Selection**

The Town reserves the right to accept this bid 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. The Town reserves the right to reject any and all bids which do not comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of the Town, the bid offered under the higher bid is in the best interest of Town and the additional price can be justified as best value.

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. **Certificates of Insurance, as required, must be submitted to the Procurement Officer prior to the start of any work and within five (5) working days upon notice of contract award. The Certificates of Insurance must name the Town as an additional insured.**

24. **Labor and Rates of Pay**

The successful Bidder 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. Invoices shall be sent to the Department of Finance, 39 N. Hickory Ave. Bel Air, MD 21014 or emailed to finance@belairmd.org. A W-9 form must be in place with the Town's Department of Finance for payment to be processed.

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 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 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.

29. **Sustainability**

The Town is registered as a Maryland Sustainable Community. Where possible, and in accordance with the Town's Sustainable Procurement policies, bidders are urged to incorporate material, supplies, and equipment that meet sustainable standards and sustainable best practices. Environmental factors to be considered include, but are not limited to, a product's environmental and economic effects throughout its life cycle, including:

- Pollutant releases and toxicity
- Source reduction
- Waste generation
- Greenhouse gas emissions

- Energy Consumption
- Recycled Content

Appropriate sustainable certification when available should be noted. Bidders are encouraged to submit a sustainability statement with their bid indicating sustainable efforts in regard to their response to the bid specification requirements.

**Department of Finance
39 N. Hickory Avenue
Bel Air, MD 21014**

**SECTION IV
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 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 Town. 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 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, 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 Town.

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 Town.

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, 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**

The 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.

Special Requirement:

At the time of bid submission and as part of the bid package submitted, the bidder shall submit and attach a copy of the following:

If awarded this contract and as required,
_____ (insert bidders name) will furnish and deliver to the Town, insurance certificates covering in the required amounts:

- Liability**
- Auto**
- Workers Compensation**
- Property**

The awardee also acknowledges that they will indemnify and defend the Town as stated above.

Unless changed by the Procurement Officer, contracts must be executed, and insurance certificates submitted no later than 30 (thirty) working days following the award notification date.

Bidder's Name

Authorized Signature

Bid Name and Number

ATTACH TO THE BID SUBMITTED

Town of Bel Air, Maryland
39 N. Hickory Avenue
Bel Air, MD 21014

SECTION V
ADDITIONAL CONDITIONS

Removal and Replacement of Bel Air Armory Windows at 37 N. Main St., Bel Air, Maryland

BID #24010

1. **ADDITIONAL CONDITIONS**

- 1.1 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 satisfy the requirements contained herein.
- 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 including any related services, will be coordinated through the **Department of Public Works.**

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, CPPO, **IN WRITING VIA E-MAIL**, 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 The Town 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 all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the

Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

- 2.3 The Contractor shall give their personal attention to the performance of the contract, shall keep the same under their own control, and shall not assign by power of attorney, or otherwise sublet the work or any part thereof, without the previous written consent of the Town.
- 2.4 The Contractor shall, without additional cost to the Town, be responsible for obtaining any and all necessary license and permits. 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.
- 2.5 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to assure the safety of all individuals during work, as well as, during operation.
- 2.6 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.
- 2.7 Awarded Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents, and this specification.
- 2.8 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).
- 2.9 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.
- 2.10 The Contractor shall be responsible for their work until its completion and final acceptance.
- 2.11 By submitting a bid, the Contractor acknowledges that you have investigated and satisfied yourself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during execution of the work. You further acknowledge that you have satisfied

yourself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town as well as from information presented by the drawings (if applicable) and specifications made a part of this contract. Any failure to acquaint yourself with the available information will not relieve you from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Town.

3. **FORM OF PROPOSAL**

All pricing must be submitted on the Bid Form.

4. **AWARD**

- 4.1 The Town reserves the right to accept or reject any or all bids and to waive any informalities in bids received.
- 4.2 The method of award will be to the responsive and responsible bidder(s) offering the best value to the Town.
- 4.3 Unless otherwise stipulated, it is the intent of the Town to award to one bidder.
- 4.4 Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- 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.
- 4.6 Consideration will be given to any previous performance with the Town as to the quality and the acceptability of bidder's services. A bidder may be rejected as non-responsive if that bidder has not satisfactorily completed any contract for Town.
- 4.7 Submission of a bid, 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.

4.8 The Town reserves the right to add awarded bidder(s) to this contract if the initial awarded Bidder(s) cannot fulfill all of the requirements.

5. **TERM OF AGREEMENT**

This contract shall take effect following the approval of the Town Commissioners and execution of a Town contract. The term of this contract contains a total completion date of June 30, 2024. Any extension request will be considered based on good cause shown and must not be the result of actions by the Contractor. If the term indicated appears insufficient, the Contractor should submit a reasonable time-line indicating performance steps including a start and completion date.

6. **BILLING AND PAYMENT**

Detailed invoices must be submitted, with a listing of all services performed and associated costs. Invoices should be submitted to the Department of Finance, 39 N. Hickory Ave., Bel Air, Maryland 21014 or emailed to finance@belairmd.org.

7. **GUARANTEE/WARRANTY**

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

7.2 Bidder(s) shall unconditionally guarantee the materials and workmanship of all supplies and service furnished by them.

7.3 All warranties, express or implied, shall apply.

7.4 The Awarded Bidder shall not charge the Town for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

8. **PERMITS**

The Awarded Bidder shall obtain and pay for any permits required and provide a copy to the Town as well as post a copy on the site, if applicable.

9. **CONFLICT OF INTEREST**

9.1 No employee of the Town 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 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 having received a gratuity, or promise thereof, in any way.

- 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-WORK RELEASE PROGRAMS**

The Contractor shall advise the Town 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. **CONTRACT TYPE**

- 11.1 **This is a Construction Contract. Please see Addendum A, page 41, concerning the submission of Bid and Performance/Payment Bonds.**
- 11.2 The Bidders agree to hold the bid pricing submitted, under the same terms and conditions until project completion.
- 11.3 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.
- 11.4 All work must be done with the least possible disruption to traffic and any adjacent properties. All work is to be coordinated with the Deputy Director of Public Works, Mr. Charles Dawson or his designee, at 410-638-4546.
- 11.5 All work shall be approved by the **Town’s Department of Public Works.** 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 the Town contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

11.6 At its sole discretion, Town reserves the following rights:

11.6.1 To perform any work at any site utilizing “in-house/Town personnel” for any project.

11.6.2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid if the size and scope of the project warrant so.

11.6.3 To obtain the work from any source, if for any reason, the Awarded Bidders cannot complete the services within the time frame required by the Town.

12. **SUSPENSION OF WORK**

The Town may, at any time, suspend the work, or any part thereof, by giving five (5) days’ notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Town to the Contractor.

13. **PROTECTION OF WORK AND PROPERTY**

13.1 The Contractor will be held responsible for any and all damage to the Town’s 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 free from any and all claims for damages arising from the execution of the work.

The Contractor shall ensure the location of underground utilities are not in jeopardy due to any project work.

13.2 The Awarded Bidder(s) shall protect all related work areas from work-related debris.

13.3 The Awarded Bidder is responsible for all clean up related to their work.

13.4 The Awarded Bidder(s) shall make effort to protect all Town property, materials, equipment, improvements, utilities, structures, and vegetation 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 Awarded Bidder(s) to the satisfaction of Town.

- 13.5 The Contractor shall repair and restore to its original condition, any material or surface damaged by their operation.

14. **PROFESSIONALISM**

- 14.1 The Town requires all work to be completed utilizing “Professional Workmanship”. The Town shall monitor and examine the services provided and will only accept a “Professional Workmanship” level. The following shall be considered some reasons for immediate termination of a company:

14.1.1 Repeated failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay or to leave the project to pick up supplies and/or equipment.

14.1.2 Failure of the Awarded Bidder to mobilize personnel to provide an adequate response for simultaneous/multiple site emergencies.

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

14.1.3.1 be properly trained and experienced to perform services as specified.

14.1.3.2 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.

14.1.3.3 prominently display the name of their company on a uniform or shirt.

- 14.2 Termination of a company for not providing “Professional Workmanship” as determined by the Town, using criteria determined above by the Town shall result in:

14.2.1 The Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs and/or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount Town owes the Awarded Bidder, the monies required to complete services in progress shall be owed Town by that Awarded Bidder.

15. **SUBCONTRACTORS**

- 15.1 All subcontractors, prior to their use by the Awarded Bidder(s) in any Town property, must be approved by the Town. The Awarded Bidder(s) shall submit with their bid a list of subcontractors that they will employ and utilize for Town work. The responsibility for updating this list is the Awarded Bidders and utilization of a Town non-approved subcontractor is grounds for suspension or termination.
- 15.2 The Awarded Bidder(s) 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. The Awarded Bidder(s) shall provide the name of the subcontractor(s) they intend employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Town. The information may be used in considering the potential performance capabilities of the subcontractor(s).

16. **QUALIFICATION OF BIDDER**

- 16.1 Bidders submitting a bid may be asked to provide evidence that they maintain a permanent place of business. They shall be certified to do business in Maryland.
- 16.2 The Town may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data/documentation requested. The Town reserves the right to reject any proposal if evidence submitted by the Bidder or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 16.3 The Contractor shall have a supervisor on the job site at all times during the work. This supervisor shall be empowered to act in the Contractor's behalf during the absence of the Contractor.

17. **REDUCTION OR INCREASE IN SCOPE OF WORK**

When the scope of work is reduced or increased, the cost of such changes will be subject to negotiation or re-negotiation of the contract cost. Such cost adjustment is to ensure a fair return to the Contractor and eliminate the possibility of the Town paying for services no longer performed or required.

18 **ADDITIONS OR CHANGES TO CONTRACT**

The Contractor shall immediately alert the Project Manager where conditions warrant additional work or changes in the specified work. An agreement to any additional work under this contract must have **prior** approval of **the Director of Public Works**.

19 **NOTICE TO PROCEED**

The Notice to Proceed will be given to the Contractor by the Project Manager. The Contractor shall begin work as soon as possible but not later than ten (10) calendar days after receipt of such notice.

20. **SOLICITATION QUESTIONS**

John R. Miller, CPPO, Procurement Official, will administer the solicitation process.

21. **PUBLIC INFORMATION ACT**

Bidders should give specific attention to the identification of those portions of their proposal which they deem to be confidential, proprietary, or trade secrets. Bidders may be required to provide justification of why such material, upon request should not be disclosed by the Town under the Maryland Public Information Act, Article 76a, Sections 1 through 5 of the Annotated Code of Maryland.

22. **LOCAL PREFERENCE**

See page 37-39 and complete the form if claiming Local Preference if applicable.

Town of Bel Air, Maryland
39 N. Hickory Avenue
Bel Air, MD 21014

SECTION VI
REQUIRED FORMS, ADDENDA, DRAWINGS

TOWN OF BEL AIR, MARYLAND

Removal and Replacement of Bel Air Armory Windows at 37 N. Main St., Bel Air, Maryland

BID #24010

BID SUBMITTED BY: _____

The undersigned acknowledges that they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

BID SUBMITTED BY:

ENTITY NAME	TELEPHONE NUMBER
-------------	------------------

Must be the entity name as registered with the Maryland Department of Assessments & Taxation.

_____	_____
REPRESENTATIVE NAME & TITLE (TYPE OR PRINT)	FAX NUMBER
_____	_____
REPRESENTATIVE SIGNATURE	E-MAIL ADDRESS
_____	_____
ADDRESS	CONTRACTOR'S LICENCE NO.
_____	_____
DATE	PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name_____	Address

Name_____	Address

RETURN COMPLETED INFORMATION WITH YOUR BID

TOWN OF BEL AIR, MARYLAND

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

(Indicate the number of numbers of Addendum received)

Signature

* Insert corporation, partnership or individual as applicants.

MUST BE RETURNED WITH BID PROPOSAL

TOWN OF BEL AIR, MARYLAND

**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.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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 I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

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

TOWN OF BEL AIR, MARYLAND

Removal and Replacement of Bel Air Armory Windows at 37 N. Main St., Bel Air, Maryland

BID #24010

BUSINESS CERTIFICATION FORM TO CLAIM LOCAL BUSINESS PREFERENCE

It is the policy of the Town to establish a local preference program within its procurement regulations. This policy will give a preference to those businesses whose primary business location is within the Town limits as well as those businesses who are located within Harford County, as defined below.

A Local Business is defined as a business physically located within the Town limits. A Harford County Business is defined as a business physically located outside of the Town limits but within Harford County. **The business claiming a local business preference must also be current with the business license, if applicable, and with the Town's personal property taxes, if applicable.**

Local preference will apply to:

- Tie bids
- An 8% percentage preference for a Local Business and a 5% percentage preference for a Harford County business may apply to certain formal bids exceeding \$24,999 as well as procurements between \$5,000 and \$24,999.
- In reference to formal Request for Proposals (RFP) over \$25,000, an additional 15 points will be given to the Local Business and 10 points to the Harford County Business when scoring their Technical Proposals.

TIE BIDS for formal bids exceeding \$24,999

Tie Bids –where the bid of a Local Business or a Harford County Business is the same amount of that of a non-local bidder as described:

- a. If bids received are for the same total amount or unit price, quality, and service being equal, to break the tie bid amount of the low bidders, the contract shall be awarded to the Local Business, if the tie bidders otherwise equally qualify as lowest responsible bidders.
- b. When the above is not in effect and a tie bid occurs, the Town shall award the contract to the Harford County Business, if the tie bidders otherwise equally qualify as lowest responsible bidders.
- c. If a tie bidder is not a Local or a Harford County Business, then the award will be made to the bidder who is closest geographically, to the Town, 39 N. Hickory Avenue, Bel Air, MD 21014, as determined by GPS mileage.

Removal and Replacement of Bel Air Armory Windows at 37 N. Main St., Bel Air, Maryland

BID #24010

PERCENTAGE BIDS for formal bids exceeding \$24,999

It is the intent of the Town to award to the lowest responsive and responsible bidder, unless the bidder is a Local Business physically located within the Town limits or a Harford County Business.

For formal bids exceeding \$24,999, where the Local Business or Harford County Business is not the low bidder, 8% of the low bid will be deducted from the bid of the Local Business and 5% of the low bid will be deducted from the bid of the Harford County Business. This preference only applies to formal bids exceeding \$24,999 which requires the approval of the Bel Air Town Commissioners. The Local Business or the Harford County Business must complete this **Certification of Local Preference form** as part of their bid submittal package in order to obtain the local business preference.

Example of the 8% or 5% preference for a purchase within the above threshold:

Bid 1 (non-local)	\$26,500
Bid 2 (Local Business)	\$27,000
Bid 3 (Harford County Business)	\$27,500

Local Business Calculation: 8% of the lowest non-local bid (\$26,500) is \$2,120 which would be subtracted from the Local Business bid (\$27,000). ($\$27,000 - \$2,120 = \$24,880$)

Harford County Business Calculation: 5% of the lowest non-bid (\$26,500) is \$1,325 which would be subtracted from the Harford County Business bid (\$27,500). ($\$27,500 - \$1,325 = \$26,175$)

With the 8% preference, the Local Business becomes the low bidder but will be awarded a contract in the amount of their original bid in the amount of \$27,000.

(The additional cost to the Town, in this example, by not awarding to the low non-local business would be \$500).

IF A CORPORATION, PARTNERSHIP, INDIVIDUAL, LLC or other Business Entity

Name of Town of Bel Air or Harford County Business

Name: _____ Address: _____

Incorporated under the laws of the State of: _____

Licensed to do business in the State of MD. _____ YES _____ NO

PLEASE CHECK ONE OF THE FOLLOWING:

Primary Business Location is in the _____ Town of Bel Air, Maryland

Primary Business Location is in _____ Harford County, Maryland

CONTRACTOR NAME: _____

BY AUTHORIZED BUSINESS REPRESENTATIVE:

NAME: _____

TITLE: _____

MUST BE RETURNED WITH BID PROPOSAL

TOWN OF BEL AIR, MARYLAND

Registration with the State of Maryland Assessments and Taxation

All Proposers must be registered to do business in the State of Maryland, in accordance with the Annotated Code of Maryland Corporations and Associations Section 2-102, Section 7-202 Registration to do interstate and foreign business and/or Sec. 7-203 Qualifications to do intrastate. For information, contact the Maryland Department of Assessments and Taxation (SDAT) at 410-767-1340.

All Proposers must also be in good standing with the Town and Harford County, Maryland. Contractors, vendors and service providers, conducting business with the Town will need to be registered with the [Maryland Department of Assessments and Taxation \(SDAT\)](#). For information on whether registration is required, call SDAT at 410-767-1340. The Town verifies the company's status with SDAT and will require the Proposer to submit a [Good Standing Certificate](#), also known as a "Certificate of Status," issued by the SDAT's Charter Division and State of Organization.

The Proposer shall attach a document from the State of Maryland showing that they are in good standing with State and Local Governments.

Dept. ID, _____, as recorded by the SDAT

Good Standing _____ YES _____ NO

Proposer's Company Name: _____

Authorized Signature: _____

MUST BE RETURNED WITH BID PROPOSAL

**TOWN OF BEL AIR, MARYLAND Removal and Replacement of Bel Air Armory
Windows at 37 N. Main St., Bel Air, Maryland**

BID #24010

ADDENDUM A:

THE FOLLOWING ARE APPLICABLE TO CONSTRUCTION BIDS/CONTRACTS

BID, PERFORMANCE AND PAYMENT BONDS- Required in certain construction bids.

Bonds must be tendered from a licensed surety or a certified check in the amount specified.

Bid Bond: Construction bids accompanied by a bid bond or certified check in the amount of 5% of the Bid Price is required to ensure that if an award is made to the Contractor, the Contractor will enter into a binding obligation of performance with the Town. This means that the Bidder will subject itself to liability for a failure to perform the contract.

Performance Bonds: A performance bond is required from the Successful Bidder, for 100% of the construction contract amount. The performance bond is to ensure that the Contractor performs as it promised to do in fulfilling the obligations of the contract. Performance bonds usually include virtually all aspects of the agreement of the parties, including quality, quantity, and timeliness. A surety may be subject to the payment of damages for a Contractor's failure to properly complete a project in accordance with its agreement to do so.

Payment Bonds: The Successful Bidder will be required to furnish a Payment Bond in the amount of 100% of the contract amount. The purpose of a payment bond is for the benefit of unpaid subcontractors, laborers, and material suppliers of the Contractor. The bond is to make sure that those who provide labor and materials to the project, including those who provide services such as security and leased equipment are compensated as agreed by the contractor. This is in accordance with Section 17-130 of the State of Maryland Annotated Code Finance and Procurement.

Liquidated Damages: A penalty paid by the Contractor for late completion of a construction project beyond the contracted completion date. "The Town will assess a fee of \$100.00 per day, if the construction completion date extends beyond the date specified within the bid documents and the contract."

The following General Conditions apply to Town construction and miscellaneous project bids: