TOWN OF MANCHESTER
3337 VICTORY STREET
P.O. BOX 830
MANCHESTER, MARYLAND 21102

REQUEST FOR PROPOSAL

ADA Compliant Entrance to Town of Manchester Historical Center and Community Meeting Facility

Bid Number:
HC-16-1

REQUEST ISSUED: November 14, 2016
PROPOSAL DUE: December 6, 2016; 10:00 a.m.

GENERAL INFORMATION FOR BIDDERS

BID NUMBER: HC-16-1

Mayor and Council of Town of Manchester
3337 Victory Street
P.O. Box 830
Manchester, Maryland 21102
(Hereinafter the "Town")

Telephone: (410-239-3200)
Fax No.: (410-239-6430)

1. INSTRUCTION, FORMS, AND SPECIFICATIONS

A. All bids shall be submitted on the attached form, or on an exact copy thereof which contains identical language. All blank spaces of the form shall be fully completed in accordance with these instructions without variation, and Base Bid Sum shall be stated both in writing and in figures; and in case of discrepancy, written words shall be considered as being Bid Price. The bid of an individual must be signed by the individual, personally; the signature trade name must be stated. The bid of a partnership must state the names and addresses of all partners, the partnership business name and address, and it must be signed by at least one of the partners, with the signature witnessed. The bid of a corporation must show the State of Incorporation and the principal office address, and must be signed (1) by the President or Vice President with the corporate seal affixed, attested by the Secretary or Assistant Secretary, or (2) by a duly authorized agent of the corporation, proof of whose authority shall be attached.

Each bid must be enclosed in a sealed opaque envelope and marked:

TOWN OF MANCHESTER
ADA COMPLIANT ENTRANCE TO HISTORICAL CENTER AND COMMUNITY MEETING FACILITY
3337 VICTORY STREET
P.O. Box 830
MANCHESTER, MARYLAND 21102

No responsibility will attach to the Town for premature opening of bid, which is not properly identified.

B. Bid must be delivered at the place indicated by the time and date shown in the Notice to Bidder. All bids received after the time and date shown in the bid and Notice to Bidder will be returned unopened.

C. Bids made on any other than the attached forms will not be considered. Changes in phraseology, additions or limiting provisions, or materials or equipment not meeting the attached or noted specifications may cause the rejection of the bid.

D. In case of doubt as to the meaning or intent of anything shown in the specifications, inquiry should be made to the office of the Town Administrator before the bid is submitted. The submission of a bid shall indicate the bidder thoroughly understands the terms of the specifications.

E. Any bidder or bidders who find any discrepancy in or omission from the bid documents and specifications, or who is in doubt as to their meaning, shall notify the Town Administrator in writing up to five (5) days before the scheduled opening of bids to obtain a clarification. The Town Administrator will notify all bidders in writing, by the addendum duly issued, of any interpretations made of specifications or instructions. Should bidder fail to obtain such clarification, then it shall be conclusively presumed, that with the submission of the bid, bidder has fully examined the bid documents and specifications and Town shall be entitled to direct that the work required or goods purchased proceed to produce the best results in the sole discretion of the Town.

F. Town assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Town Administrator in writing.

G. After bids have been officially opened, no bid may be withdrawn for a period of ninety (90) days and then only by written notification delivered to the Town Administrator, 3208 York Street, Manchester, Maryland 21102.

2. AWARD OF AGREEMENTS

A. The Town will award a contract to the lowest responsible bidder who submits a responsive bid which is most advantageous to the Town.

B. Discount of Terms of Payment may be considered in determining the award at the sole discretion of the Town.

C. The Town reserves the right to consider factors other than cost in the bid award including but not limited to experience and qualification of the bidder, value of the proposed work and/or

materials, the time frame for deliver and any other considerations for the award stated on the specifications and proposal.

D. The Town will send written notice of its award to the successful bidder, which shall constitute acceptance of the successful bidder's Bid. **The terms and conditions stated in the bid documents and the bidders Bid shall constitute the contract.**

E. The Town will notify all unsuccessful bidders in writing after the award of the bid and will advise them as to when bid securities will be returned.

3. RESERVATIONS

A. The Town is not obligated to award the contract to the apparent low bidder, and specifically, reserves the right to waive informalities, to reject any or all bids and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the Town. In addition, bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditions or uninvited alternate bids.

B. The Town reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased, the period of time and additional amount of any such shall be stated in the specifications or Invitation for Bids.

C. The Town reserves the right to award agreements or place orders on a lump sum or individual item basis, or such combination as shall, in its judgement, be in the best interest of the Town.

D. The Town may waive minor differences in the specifications, provided these differences do not violate the specifications' intent, nor materially affect the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the Town.

E. The Town shall have the right to make such investigations and to take such steps as it deems necessary to determine the ability of the bidder to perform the work; the apparent low bidder, upon request, shall furnish all such information and data for this purpose.

4. DELIVERY

A. Bidders shall guarantee delivery of material in accordance with such delivery schedule as may be provided in the specifications and Bid.

B. All items shall be delivered F.O.B. destination.

C. The Town reserves the right to charge the successful bidder for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The per diem charge as established by the detailed specifications may be invoked at the discretion of the Town, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the successful bidder.

D. Successful bidder shall deliver the goods or provide the service according to the terms set forth in the bid documents. Time is of the essence. The successful bidder's failure to meet the delivery date(s) shall constitute a material breach.

E. No variations shall be made to the delivery date(s) unless accepted in writing by Town.

F. If successful bidder has reason to believe one or more of the delivery dates will not be met, successful bidder shall give Town prompt notice. If successful bidder does not meet one or more delivery dates, or if successful bidder notifies Town that it anticipates not being able to meet one or more of the delivery dates, Town, at its sole discretion, may obtain substitute goods, material, or services from an alternate source. Town may recover from successful bidder as damages the difference between the cost of the substitute goods, material, or services and the contract price together with any incidental or consequential damages, less expense saved in consequence of successful bidder's breach.

5. COMPETITION

To better insure fair competition and to permit determination of the lowest bidder:

A. The name of any manufacturer, trade name, or manufacturer of Bidder catalog number mentioned in the specification is for the purpose of designating a standard of quality and type and for no other.

B. A bidder may offer a price on only one unit, even though he may have two or more units that meet specifications. Bidders must determine for themselves which to offer. Submission by a bidder for more than one unit may be sufficient cause for rejection of that specific item.

C. All bids must be accompanied by such descriptive literature as may be called for by the specifications or Bid.

D. Specifications provided are based on Town needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Town requirements and consistent with Town policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

6. EXCEPTIONS

The Bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the Bidder agrees to meet all requirements of the bid documents.

7. APPROVED EQUALS

Any request for an approved equal, must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

8. DISPUTES

A. In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Town Administrator, or his authorized representative, shall be final and binding on both parties. The Town Administrator may request the recommendation in writing requesting the item or material, the Standards and Specifications Committee, or other objective sources.

B. Pending resolution of a claim, the successful bidder shall proceed diligently with the performance of the contract in accordance with the Town Administrator's decision.

9. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

10. PAYMENT

A. If the bidder proceeds properly to perform and complete the terms and conditions of the specifications and contract, the Town may, at its discretion, from time to time as deliveries are made, grant to the bidder an estimate of the amount already earned, which shall entitle the holder thereof to receive the amount due thereon, when the condition, if any, annexed to such estimate shall have been complied with.

B. Town shall pay bidder in accordance with the terms, if any expressed in the bid documents. Unless agreed otherwise in writing, Town shall pay successful bidder only after receipt of all goods, material, or services ordered are inspected and accepted. Successful bidder shall not deliver goods, material, or services to Town "COD", unless Town instructs otherwise in writing. Cash discount periods shall be computed from the date Town last received the goods, material, or services, or receipt of successful bidder's invoice, whichever is later.

11. The bidding requirements that are stated in the detailed specifications, the Bid form, or the special provisions will have precedence over the General Information to Bidders.

12. Where any item or material is specified by propriety name, the trade names, and/or name of manufacturer, with the addition of such expressions as "or equal" or "approved equal", it is to be understood that the item or material provided as the equal is subject to the approval of the Town Administrator to be the equal, and it is distinctly understood (1) that the Town is to use its own judgement in determining, from time to time, whether or not any item or material proposed to be substituted is the equal of any item or material or specified; (2) that the decision of the Town Administrator on all such questions of equality shall be final and (3) that in the event of any adverse decision by the Town, no claim of any sort shall be made or allowed against the Owner.

13. ETHICS IN GOVERNMENT

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the Town Ethics Code and certifies that it has no knowledge of any violation of that law; that it has no knowledge of any conflict of interest which may be caused if it is awarded a contract; and that it has not given any gift (as that term is defined in the Town Ethics Code) to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the bidder if a disclosure of any fact, which might require disqualification hereunder, has been made to the Town Ethics Commission prior to submission of the bid.

14. BID AWARD PROTEST PROCEDURES

Protests of bid awards must be received by the Town Administrator in writing by certified mail not later then five calendar days after all potential bidders have been notified of the contract award.

A. Protests must be fully supported with adequate technical data, test results, or other pertinent information to support the protest. As a minimum, this must include the name and address of the protestor; identification of the project for which the protest is being filed; a statement of the reason for the protest; supporting exhibits, evidence or documents to substantiate the protest; and a statement of the ruling desired from the Town.

B. The decision of the Town shall be final.

15. PARTICIPATION BY OTHER AGENCIES

This paragraph intentionally deleted.

16. COOPERATIVE PURCHASING

This paragraph intentionally deleted.

1. BID, PERFORMANCE, PAYMENT AND MATERIALMEN'S BOND

BID BOND DEPOSIT REQUIRED	_____	YES	x	NO
PERFORMANCE BOND REQUIRED	_____	YES	x	NO
PAYMENT BOND REQUIRED	_____	YES	x	NO

Please note that if a bond is marked "NO" in the box above, the information contained in letters A, B, C and D below is irrelevant.

A. BID BOND DEPOSITS shall be in the form of a Bid Bond or Certified Check made payable to the Town of Manchester, in the amount provided by the following schedule:

AMOUNT OF CERTIFIED CHECK
AMOUNT OF BID OR BID BOND REQUIRED

0 TO $10,000.00	5% OF Total Bid
Over $10,000.00	$500.00 plus 1% of amount in excess of $10,000.00

B. The bid deposits will be returned to unsuccessful bidders upon the award of the agreement(s), and to successful bidders upon execution of the agreement(s) and the meeting of bond requirements.

C. Non-performance by a successful bidder, or his failure to execute the agreement or meet bond requirements within twenty (20) days after the award shall result in his deposit being forfeited to the Town as liquidated damages.

D. Where the specifications or instructions provide for a Performance and Payment Bond requirement, the check or bond of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased, subject to the provisions of 17 C, and such other provisions of these instructions, or the specifications, which may apply.

2. TAXES

A. All bids shall include applicable taxes. By submitting a bid, the bidder is solely responsible for and agrees to pay, all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the construction and/or performance of services or work. The bidder is responsible for ascertaining and acquainting him/herself with such taxes and making all necessary arrangements to pay the same. Information can be obtained from the State of Maryland Comptroller of the Treasury, Revenue Administration Division, Annapolis, Maryland, 21411.

3. PERFORMANCE, PAYMENT AND MATERIALMEN'S BOND

This paragraph intentionally deleted.

4. TERMINATIONS

A. Termination for Convenience: The Town may terminate a contract, in whole or in part, without showing cause, upon giving written notice to the successful bidder. The Town shall pay all reasonable costs incurred by the bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

B. Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Town. Failure on the part of the successful bidder to fulfill contractual obligations shall be considered just cause for termination of the contract and the successful bidder is not entitled to any costs incurred by the successful bidder up to the date of termination.

C. Town may cancel the agreement, in whole or in part, without liability to successful bidder at any time before successful bidder begins work or incurs expenses for the order.

D. Town may terminate this agreement, in whole or in part, without liability to successful bidder except to pay for goods, materials, or services provided or expense incurred before termination, if any of the following occur:

- Successful bidder becomes insolvent
- Successful bidder files a voluntary petition in bankruptcy
- An involuntary petition to have successful bidder declare bankrupt is filed
- A receiver or trustee is appointed for successful bidder

- Successful bidder executes an agreement or assignment for the benefit of creditors
- Successful bidder breaches any of the terms of this agreement
- Successful bidder fails to make progress on this order so as to endanger its performance
- The occurrence of fire, act of God, or other event beyond Town's control which makes Town's performance impracticable or impossible
- Any other cause

E. If Town terminates the order pursuant to this agreement; successful bidder shall immediately cease work and incur no additional expenses relating to this order except as Town may direct in its termination notice. Town shall pay successful bidder an amount as negotiated between Town and successful bidder for goods, materials, or services provided before termination. If Town and successful bidder are unable to agree on the amount to be paid, Town will pay successful bidder, and successful bidder hereby agrees to accept in full payment:

- The stipulated price for goods, materials, or services completed and received before termination
- Successful bidder's cost and expenses for unfinished work and raw material on hand required for completion of the order, provided, however, that successful bidder shall take reasonable steps to mitigate its cost and expense for unfinished work and raw material on hand

5. INTERPRETATION – MARYLAND LAW PREVAILS

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

6. PATENT INFRINGEMENT

Bidder agrees to indemnify, protect and save harmless the Town, its officers, agents and employees with respect to any claim, action, cost or judgement for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

7. THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to the Town and its programs, services, activities and facilities.

24. INSURANCE REQUIREMENTS

A. Workers' Compensation and Employer's Liability Insurance:

- The successful bidder shall take out and maintain during the entire life of the Contract:

  I. Workers' Compensation Insurance with the Statutory limits for the State of Maryland

II. Employer's Liability Insurance with limits of:

$100,000 accident/$100,000 disease/and
$500,000 disease policy limit

- If any portion of the project is sublet, the successful bidder shall require all of the Subcontractors to maintain the same policy limits in workers' compensation and employer's liability insurance required for the successful bidder.

B. Commercial General Liability Insurance:

The successful bidder's Commercial General Liability policy shall be on an occurrence basis and shall include:

- Policy limits not less than $1,000,000 combined single limit for bodily injury and property damage each occurrence and $2,000,000 general aggregate.

- Coverage for Premises/Operations, Actions of Independent Contractors, Products/Completed Operations, Contractual Liability, and Personal Injury.

- Specific coverage for explosion, collapse, or underground hazards will be required by the Town if applicable to the project.

C. Business Automobile Liability:

The successful bidder shall provide insurance coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance and automobile contractual liability with policy limits not less than $1,000,000 bodily injury and property damage each accident and uninsured motorist endorsement.

D. General Insurance Requirements for all Insurance Policies:

- The Town shall be added as an additional insured to the general liability policy with the following wording:

  "The Town, its officers, agents and employees are additional insureds with regards to the General Liability policy for work performed under terms of the contract".

- The coverage provided by the successful bidder shall be primary with respect to the Town and any insurance coverage it may possess.

- The successful bidder's Certificate(s) of Insurance shall include the following:

  I. A cancellation provision requiring a written forty-five (45) day notice of cancellation or non-renewal be furnished to the Town by the successful bidder's insurance carrier(s) or insurance agent(s).

  II. A Project description in the body of the form.

- The successful bidder shall provide the Town with Certificate of Insurance, within three (3) days of bid award notification, evidencing the coverage required above.

- Insurance shall be procured from insurance companies authorized to do business in the State of Maryland and acceptable to Town. The insurers shall have an A.M. Best's insurance rating of A- or better and a financial size of Class VIII or better unless the Town Administrator grants specific approval for an exception.

E. Bidders Insurance Requirement:

- All Bidders shall provide, with their bid package, evidence of the required insurance coverage. To fulfill this requirement, Bidders can submit a copy of the "Declaration Page" from the applicable insurance policy(ies).

F. Commercial General or Other Required Liability Insurance – "Claims Made" Basis:

- If Commercial General or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Check List remain the same. The Contractor must either:

  I. Agree to provide certificates of insurance evidencing the above coverage's for a period of a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or sub-contractors' work under this contract, or

  II. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

  III. All construction projects exceeding $300,000.00 will require a 5-year extended reporting period.

25. CONTRACT TERMS AND CONDITIONS

The successful bidder agrees to perform the contract under the following terms and conditions, which shall be applicable. However, the contract documents are complementary. In the event there exists a conflict with different provisions of the documents, the provision which affords the Town the greatest protection or which produces the better quality or greater quantity shall govern.

26. WARRANTIES

In addition to any warranties provided by law, and the specifications, the successful bidder expressly warrants that the goods, materials, or services:

- Shall be of good quality and workmanship, and free from all defects, latent or patent,

- Shall conform to the drawings, specifications, descriptions and samples, if any, furnished or specified by Town, and

- Shall be suitable and sufficient for the intended purposes represented by successful bidder.

27. SPECIFICATIONS AND INSPECTIONS

A. Successful bidder shall not substitute goods, materials, or services for those specified or proposed without Town's written authorization.

B. All goods, materials and services, which are the subject of this order, shall be subject to Town's inspection and acceptance.

C. If the goods, materials, or service do not conform and are rejected, successful bidder shall pay Town's inspection expenses.

D. Town may reject any goods, material, or service which Town finds to be defective in material or workmanship or which otherwise fail to meet the specifications, Bid, or requirements of this order. If Town rejects part of the order, Town may adjust successful bidder's account proportionally; reducing the amount owed successful bidder by the value of the portion rejected.

E. Town shall notify successful bidder within a reasonable time following rejection of the order, in whole or in part. Within ten (10) days of notice of rejection, successful bidder shall provide Town with reasonable instructions regarding the disposition of the rejected goods, material or services. Town shall comply with any reasonable instructions. Successful bidder shall pay all handling, and transportation costs Town incurs for the rejected goods. If successful bidder does not provide reasonable instructions within ten (10) days after receiving notice of rejections, Town may return the rejected goods to successful bidder at successful bidder's risk and expense.

28. CHANGE ORDERS

Town may require changes in this order – including, but not limited to, changes in drawings, designs, specifications, method of inspections, method of packing, order periods, rate or method of shipment, and place of delivery – by advising successful bidder in writing. Adjustments to the order's cost resulting from a change order shall be in writing and binding upon Town and successful bidder. No change order or price adjustment shall be binding on Town unless in writing signed by Town's authorized representative.

29. REMEDIES

The remedies reserved to Town in this Agreement are in addition to any other remedies available under law. Town's failure to enforce explicit waiver of any breach of this Agreement shall not constitute a waiver of future breaches.

30. USE OF INFORMATION

A. All specifications, drawings, sketches, models, technical information, and data (hereinafter "information") furnished to successful bidder for this Order shall remain Town's property and shall be returned to Town upon request. All information provided by Town shall be confidential and may be used by successful bidder only to fill this Order.

B. Information provided by successful bidder shall not be confidential and shall be free from restriction (other than patent infringement), unless Town agrees otherwise in writing.

31. COMPLIANCE WITH LAW

Successful bidder shall comply with all applicable state, federal and local laws, rules and regulations.

32. INDEPENDENT CONTRACTOR STATUS

A. If this contract is for the purchase of services, either solely or in conjunction with goods or material, then the successful bidder is an Independent Contractor and shall not be construed as, nor shall it represent itself as, Town's employee.

B. The work to be performed under this contract will be performed entirely at successful bidder's risk; successful bidder is responsible for the condition of tools and equipment used in performing the work. Successful bidder indemnifies Town for all liability or loss arising out of successful bidder's performance of the work.

C. If this Agreement is a purchase of services, either solely or in conjunction with purchase of goods or material, for the duration of the work, successful bidder shall maintain workers' compensation insurance for its employees if required by law, and shall provide Town with proof of compliance with this requirement before beginning work. If successful bidder fails to maintain workers' compensation insurance on its employees for the duration of this Agreement, successful bidder shall indemnify Town for any claims against its workers' compensation policy.

D. If this Agreement is a purchase of services, either solely or in conjunction with purchase of goods or material, for the duration of the work, successful bidder shall maintain property and casualty insurance in amounts as required by Town. Successful bidder shall provide Town with a Certificate of Insurance as proof of coverage upon Town's request.

33. INDEMNITY

The successful bidder shall protect, hold free and harmless, defend and indemnify the Town, including its officers, agents and employees, free from all liability, penalties, cost, law suits, damages, expenses, death of any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract.

34. DELEGATION

Successful bidder may not delegate its duties under this Agreement without Town's written consent.

35. NONDISCRIMINATION IN EMPLOYMENT

During the performance of this agreement, the successful bidder agrees as follows:

A. The successful bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. The successful bidder will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, religion, sex, sexual orientation, age, mental or physical disability, marital status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

B. The successful bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, age or mental or physical disability or marital status.

C. The successful bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of the contractor's or Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The successful bidder shall furnish, if requested by the Town, a compliance report concerning his employment practices and policies in order for the Town to ascertain compliance with the special provisions of this agreement concerning nondiscrimination in employment.

E. In the event of the contractor's or Bidder's noncompliance with the nondiscrimination clause of this agreement, this agreement may be canceled, terminated, or suspended in whole or in part and the successful bidder may be declared ineligible for further Town work.

F. The bidder shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by him in order to carry subcontract or purchase order utilized by him in order to carry out the terms and conditions of this agreement so that such nondiscrimination in employment provisions shall be binding on each subcontractor or Bidder.

36. SCOPE OF WORK

1. The Town of Manchester is currently seeking bids for a "Turn Key" ADA Compliant Entrance (s), Approach and Parking Area to gain entry to the Manchester Historical Center and Community Meeting Facility located at 3208 York Street in Manchester, Maryland 21102.
2. Contractor shall be responsible for completing all aspects of this project, to meet ADA specifications as included in plans, including, but not limited to: Concrete work, Railings, Doors, Parking area(s), electrical and plumbing.
3. Contractor shall be responsible for obtaining all necessary permits associated with this project.
4. Contractor shall follow all standards and requirements set for by Carroll County Permits and Inspection Office.
5. Contractor shall be responsible for all signage, stripping, etc. associated with this project.
6. All materials, colors, etc. used for project will be approved by the Project Manager.
7. Work days and times will be limited to Monday through Friday, 8am until 4pm, unless prior permission is given by the Project Manager. No Holiday work will be allowed.
8. Contractor will be responsible for disposing of any and all debris in an approved manner at the end of each work day.
9. Contractor will provide temporary partitions to separate work areas from Owner occupied areas from dust.
10. Any and all materials stored on-site will be the responsibility of the Contractor.

37. SPECIFICATIONS

1. BID SPECIFICATIONS are available at the Manchester Town Hall located at 3337 Victory Street, Manchester, MD 21102 or by contacting the Manchester Town Office at 410-239-3200 from 8:00am until 4:00pm weekdays.
2. BIDDERS shall submit BID information on the BID SUMMARY sheet which is attached as the last page of the BID SPECIFICATIONS. All information must be legibly written or typed in with-out the use of white-out, cross-outs or erasures.
3. BIDS must be received in the Manchester Town Office no later than 10am on Tuesday, December 6th, 2016. The BID OPENING will follow on the same day.
4. AWARD OF BID shall be made on Tuesday, December 13th, 2016.
5. NOTICE TO PROCEED shall be mailed within 7 days. The successful BIDDER agrees to hold the Town of Manchester harmless and indemnify it against any and all claims and shall furnish proof of Liability Coverage and Workman's Compensation.
6. At no time will the Town of Manchester be responsible for any debts or liens incurred by the Bidder in relationship to this contract or any other contract the Bidder may be entered into, such as, but not limited to payment of sub-contractors, materials, suppliers or any items associated with this Contract.
7. The Town of Manchester reserves the right to reject any and all BIDS, to waive technical defects and to accept the BID which is in the best interest of the Town of Manchester.

38. PROJECT MANAGER

Mr. Steven Miller, Town Administrator will be the project manager of this project. Mr. Miller can be reached at 410-239-3200

39. QUESTIONS

Any questions in regard to this bid document should be directed to Mr. Steven Miller Town of Manchester, 3337 Victory Street, P.O. Box 830 Manchester, MD 21102, Phone 410-239-3200 FAX 410-239-6430.

40. COMPLETION DATE: 60 DAY PROJECT

A. All equipment shall be supplied and accepted for approval by the Project Manager within ninety (60) days of contract award.

B. Changes in these specifications requested by Town will be legitimate cause of delay only if specifically stated in change order.

41. LAYOUT

Layout of equipment will be determined and based on ADA specifications.

42. GUARANTEE

Contractor shall warrant, at minimum, the materials and workmanship for a period of at least one year from date of final acceptance by the Town. Failure of the product or workmanship during the warranty period resulting in repairs or replacements shall be completed without cost to the Town.

43. ACCESS TO SITE

Access to site will be determined by Contractor and Project Manager.

44. DAMAGE TO SITE DURING CONSTRUCTION

The successful bidder shall take all precautions to protect Town and its Residents property from damage. Any damage to the site and the grounds of the Town or Residents by the successful bidder shall be repaired by the successful bidder to the satisfaction of the Town or Residents at no additional charge to the Town. The successful bidder shall be responsible for periodic clean-up of any debris, dirt, mud, etc. which may be tracked onto paths, parking lots, roadways, and other such paved areas as a result of the construction.

45. ROCK REMOVAL

Not applicable to this project.

46. CLEAN-UP

All debris and trash shall be hauled off site by the contractor daily and at the conclusion of the project and disposed of at the expense of the contractor.

47. AWARD

Award of this bid shall be made to the lowest responsive and responsible bidder who meets the specifications of the bid.

48. PROOF OF INSURANCE

Proof of Insurance meeting requirements as set forth in Bid Document must be submitted with this bid.

49. SAFETY

The successful bidder shall insure a safe perimeter surrounding the construction site to protect both workers and the public. Ropes, barriers, cones, signs, etc. should be erected to protect and warn the public of danger during the installation process.

50. DRAWINGS/PLANS

The Drawings and Plans for this project were prepared by ARRO Engineering, Phone # 301-791-1100. Should the Contractor have a question concerning the plans, they must first notify the Project Manager of the concern.

51. PRE-BID MEETING

Not required for this Project.

52. PAYMENT FOR SERVICES

Payment will be made net 30 days in full to the successful bidder after acceptance of the work by the Project Manager, and a receipt of a properly prepared invoice.

BID FORM

Bid Name: ADA Compliant Entrance to Town of Manchester Historical Center and Community Meeting Facility
Bid Number: HC-15-1

TO: Town of Manchester
3337 Victory Street, P.O. Box 830
Manchester, Maryland 21102

In accordance with the bid and specifications furnished and your request for sealed bids, I am pleased to submit the following in accordance with specifications attached hereto.

Bid Price Project: HC-16-1 $ _____

Grand Total Lump Sum $ _____

_____

GRAND TOTAL LUMP SUM WRITTEN IN WORDS

****

I do hereby certify that the above bid is submitted by the undersigned and not as agent for anyone else, that no other parties have an interest as principal or agent, and that the undersigned, his/her employees, agents and servants did not directly or indirectly discourage anyone from bidding or submitting any bid in this matter.

Submitted this _____ day of _____ 2016

PLEASE CIRCLE: INDIVIDUAL PARTNERSHIP CORPORATION

NAME: _____

_____
Street and/or P.O. Box

_____ _____
City State Zip Code Fed ID or SSN

_____ _____ _____
Business Phone Number Business Fax Number E-Mail Address

_____(SEAL) _____
Signature Date

_____
Print Signature

WITNESS: _____ _____
Signature Print Signature