

**MARYLAND DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST
JEFFERSON PATTERSON PARK & MUSEUM
2024
REQUEST FOR PROPOSAL
PAVILION RESTROOM RENOVATIONS**

I. SUMMARY OF WORK

This project consists of furnishing all labor, overhead, equipment, materials, parts, incidentals, tests, supervision, and services necessary for and incidental to renovating the Pavilion as described herein. The project site is located on Jefferson Patterson Park and Museum (JPPM), 10515 Mackall Road, Saint Leonard, Maryland 20685 (JPPM).

This is a Historic Structure that makes the project subject to review by the Maryland Historical Trust. All construction and repairs shall be in kind and shall comply with the Maryland Historical Trust and the National Trust for Historic Preservation (NTHP) Section 106 review standards. JPPM will apply for the review in cooperation with the contractor.

JPPM strongly urges the contractor to visit the site and familiarize themselves with the conditions under which they will perform the work. At the scheduled pre-bid meeting visit, each contractor will be permitted to examine and familiarize themselves with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the contractor to familiarize themselves fully with the contents of these specifications. Failure to do so does not relieve the contractor with the successful proposal from their obligations to comply with all aspects of this Request for Proposal (RFP) package for the amount they specify as their financial statement. The State of Maryland or JPPM will not make allowance for any errors on the contractor's part for failure to consider any conditions or circumstances existing on the site that may affect the contemplated work. The fact that the contractor submits a proposal will be taken as evidence that the contractor has a full knowledge of the extent and character of the work and the problems in performing it.

II. PERMITS, CERTIFICATES, LAWS, LICENSING, AND ORDINANCES

- A. The contractor must procure all necessary permits, certificates, and licenses required by law for the execution of the work. State of Maryland authorized inspection agencies will conduct inspections.
- B. The contractor must comply with all requirements of Annotated Code of Maryland, Business Regulation Article, Title 9A (latest revisions and supplements), Code of Maryland Regulations (COMAR) 09.15 (latest revisions and supplements), any and all bulletins, policies, directives, etc. issued by the Maryland Department of Labor, Licensing, and Regulations (DLLR) (latest edition). Additionally, the contractor must comply with the latest editions of applicable codes, regulations, standards, and laws in performing this work (for example, COMAR, the National Electric Code, International Building Code, International Mechanical Code, International Plumbing Code, etc.). The contractor will remove, replace, and repair any violations when so directed by the Executive Director of JPPM or a designee, at the contractor's expense.
- C. The contractor and subcontractors must comply with minimum insurance requirements established under Annotated Code of Maryland, Business Regulation Article, Title 9A-402 (latest revision). The contractor shall submit with the proposal a Copy of current insurance certificates. All insurance certificates must be kept current during the term of the work or contract. Please mail updated copies to the Business Manager at JPPM.
- D. The contractor or subcontractor must be licensed in Maryland or certified, depending on the nature of the work to be performed. The contractor will designate an individual as their Master License or Certificate holder who will be responsible for all services to be performed under the contract.

III. SUBMISSION PACKET

- A. JPPM *must* receive the proposal and financial package in separate documents on or before the due date. The following items must be submitted with the proposal:
 1. In one document, clearly labeled as "Proposal", the contractor will provide:
 - a) Job description that includes design plans, specifications, and scope of work.

- b) Product literature.
 - c) Signed bid/proposal affidavit (attachment 1).
 - d) Signed “conflict of interest affidavit and disclosure” (attachment 2).
 - e) Completed reference sheets (attachment 6).
 - f) Name and current license or certificate number of designated master license or certificate holder for the contract. Provide copy of current license or certificate.
 - g) Copy of current insurance certificates. All insurance certificates must be kept current during the term of the work or contract. Please mail updated copies to the business manager at JPPM.
 - h) Acknowledgement of receipt of any amendment(s) to this RFP. Please supply a letter on the company’s letterhead acknowledging receipt of amendments.
2. In the second document, clearly labeled as “Financial Statement”, the contractor will provide:
- a) Itemized costs, separated by labor cost and supplies and material costs.
 - b) Each Additional/Alternate (ADD/ALT) costs.
- B. Please fill in and submit the “No Reply” form (attachment 5) if you do not wish to provide a proposal. JPPM will regard any proposals without the required and completed paperwork, or any proposals received after the due date, as non-responsive.
- C. If any amendment(s) to the RFP are distributed, all bidders must acknowledge receipt of the amendment(s).
- D. The contractor must be validly formed and in good standing (or qualified to do business) in the State with the Maryland State Department of Assessments and Taxation. See website <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

IV. SAFETY

The contractor will adhere to the Maryland Occupational Safety and Health Act (MOSHA) and U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) laws, rules, and regulations as they apply to this project.

V. QUALITY ASSURANCE AND WORKMANSHIP

- A. The contractor will engage experienced technicians who have completed similar work using similar material and to the same extent as the work required for this Project that has resulted in a record of successful in-service performance.
- B. The contractor is responsible for any work subcontracted to others. It is the contractor’s responsibility to ensure that any subcontractor hired adheres to the specifications and contract terms and conditions. The contractor must supply the Executive Director of JPPM or a designee the list of subcontractors the contractor intends to utilize prior to any work commencing.
- C. The contractor must perform the work to the satisfaction of the Executive Director of JPPM or a designee, including the duty to:
 - 1. install all material and complete all work in a first-class manner. Any materials or equipment installed that does not present an orderly and reasonably neat workmanlike appearance and operation must be removed and replaced when so directed at the contractor’s expense.
 - 2. perform all cutting and patching necessary for the installation of the new work. Patching will be uniform in appearance and match the surrounding surface.
 - 3. perform all necessary alterations, cutting, fitting, etc., of the existing work as necessary or required to make satisfactory connections between new and existing work when the work specified hereunder connects to any existing work.

VI. INSPECTION UPON COMPLETION OF WORK

- A. The Executive Director of JPPM or a designee will conduct an inspection with the contractor upon completion of the work to confirm that all work described in the contract has been completed in a satisfactory manner.

- B. If the contractor has completed the work described in the contract in a satisfactory manner, both parties will sign a document confirming that the contractor has completed all work in a satisfactory manner.
- C. If the contractor has not completed the work described in the contract in a satisfactory manner, the parties will develop a “work list”.
- D. Once the contractor performs all the work included on the “work list”, the parties will begin the inspection process anew.
- E. JPPM will not authorize payment or begin to process bills for payment until the parties have inspected the work, the contractor has completed the punch or work list items, and all re-inspections have occurred.
- F. This inspection process does not in any way void or negate any warranties and JPPM reserves all its rights and remedies in the event the work proves to be unsatisfactory. The inspection document shall not serve as final acceptance of the work. The inspection document confirms only that the parties completed a preliminary review of the work immediately after completion.

VII. CLEANING

- A. The contractor shall: remove all debris daily; at the end of each workday, remove empty cans, rags, rubbish, and other discarded materials from the site; continuously keep walkways, driveways, and outdoor living areas broom clean. The contractor will leave the work site in an orderly and clean manner.
- B. Upon completion of this work, the contractor will leave the job site in as good or better condition as they found it before the commencement of the work. At the completion of the project, the contractor will immediately remove all their equipment and construction debris from the project site. The State reserves the right to keep all purchased but unused materials, parts, and supplies. The contractor must dispose of all federally or state regulated waste (e.g., asbestos, lead) as mandated by federal and state laws and regulations and must provide a Chain of Custody to the Executive Director of JPPM or a designee.

VIII. OTHER CONDITIONS

- A. The contractor will complete all the work during a normal workday. A normal workday is defined as Monday through Friday, 7:30 am to 4:00 pm, except for Maryland State Holidays. The contractor may make mutually agreeable arrangements with the Executive Director of JPPM or a designee to come in earlier, later, or on non-working days without extra cost to the State.
- B. The contractor must protect existing utilities. The contractor will verify the location of all existing utilities and is responsible for their protection and any relocation as required to complete the project.
- C. The contractor will coordinate their work with that of other contractor(s) and staff members working on the premises.
- D. The contractor is responsible for all damage to life and property due to its activities or those of its agents or employees relating to the services required under the work described herein. Damage caused by the contractor will be reported to JPPM on the day of discovery and must be repaired within 30 calendar days.
- E. The contractor will notify the Executive Director or a designee prior to any work that would result in the disturbance of soil in or around the work site. The Regional Archaeologist or a designee must be present to approve and monitor soil disturbance on the property.
- F. Upon arrival on site to perform an inspection, service call, or repair, the contractor must check in with the Maintenance Supervisor or a designee. Immediately upon the conclusion of each inspection, service call, or repair, the contractor will notify the Maintenance Supervisor or a designee that the work has been completed.

IX. WARRANTY

- A. A standard manufacturer’s warranty on parts and materials or two year warranty on parts and materials, whichever is greater, will be warranted by the contractor, commencing on the date of substantial completion. The contractor will guarantee:

1. All work contains no faulty or imperfect materials or equipment or any imperfect, careless or unskilled workmanship;
 2. All material, supplies, equipment, machines, devices, etc., shall be adequate for the use to which they are intended, and shall operate with ordinary care and attention in a satisfactory and efficient manner;
 3. All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the manufacturer's warranty must be provided to the Executive Director of JPPM or a designee.
- B. The contractor will provide to the Executive Director of JPPM or a designee all warranties, owner's manuals, operating information, etc., for the equipment and materials used on this project. The contractor shall neatly compile all information in a manner acceptable to the Executive Director of JPPM or a designee.
- X. PAYMENT TO CONTRACTOR
- A. The payment may be made in three installments. The contractor may receive one-third payment at the beginning of the project and MHT's receipt of a proper invoice. The contractor will invoice JPPM for the first installment upon receiving the notice to proceed date. One-third of the payment to be paid at the half point of the project and MHT's receipt of a proper invoice. The final one-third installment will be paid upon completion and the final inspection of the work, to the satisfaction of the Executive Director of JPPM or a designee, and MHT's receipt of a proper invoice.
 - B. The contractor must invoice any approved additional work separately and provide the written document signed by the Executive Director of JPPM or a designee authorizing the additional work.
 - C. The contractor will submit all invoices, upon completion of the work described herein to the satisfaction of the Executive Director of JPPM or a designee, showing the contract number on each copy and submit to Jefferson Patterson Park and Museum, ATTN: Business Manager, 10515 Mackall Road, Saint Leonard, MD 20685-2433. Electronic invoices shall be sent to jppm.accountspayable@maryland.gov with ATTN: Business Manager clearly indicated in the email.
- XI. DETAILS
- A. The contractor is furnishing all materials, labor, tools, equipment, overhead to include travel, and incidentals as necessary to complete the following:
 1. The Contractor shall provide JPPM with the design plans, specifications, and scope of work. JPPM shall provide the materials to the Maryland Historical Trust (MHT) for review. The contractor must incorporate all MHT's comments into the final design and construction.
 2. Renovate the Pavilion Restrooms:
 - a) Insulate and rehabilitate the walls and ceiling. Paint with semi-gloss paint.
 - b) Replace all sinks and toilets, replace urinals with waterless urinals, and all necessary plumbing fixtures.
 - c) Check all plumbing lines and repair or replace as needed. Move lines as needed.
 - d) Ensure plumbing lines are insulated and sufficiently protected from freezing (in wall and over the restrooms. Replumb and insulate as necessary.
 - e) Replace hot water heater in the loft above the restrooms. Build an insulated and heated space where the hot water heater will stay.
 - f) Replace water fountain with bottle filling water fountain and shut-off valve.
 - g) Install new partitions.
 - h) Install new energy efficient lighting.
 - i) Install new baby changing stations in each restroom.
 - j) Repair tile floors.
 3. ADD/ALT 1: Drainage, north side of the Pavilion: Provide for drainage away from the building. This area floods into the building.

- B. The contractor will provide any work not specifically mentioned in the RFP but reasonably implied for the complete, safe, and satisfactory completion of the project.
- C. Upon completion of the project, the Contractor will provide any necessary training to JPPM staff concerning any new systems installed, as well as any Operations and Maintenance manuals that may be necessary.
- D. The term of this Contract shall begin upon Contractor's receipt of a notice to proceed and be completed by April 19, 2025, unless extended or earlier terminated pursuant to the terms of the Contract.
- E. If the contractor notes any existing defects not caused by the contractor while performing the work, during diagnosis, or start and operational checks, the contractor will provide the Executive Director of JPPM or a designee an immediate verbal notification, followed by a detailed report within five (5) business days from the date that contractor noted the defect, indicating what components require further work or replacement, recommendations, and itemized costs including labor, parts, and materials. Upon approval, the Executive Director of JPPM or a designee will provide a written and signed document approving the additional work necessary to correct the defect.
- F. The building(s) will be occupied during all phases of this project. The contractor will plan and execute all work in such a manner as to reduce interference with the normal function of the building(s).
 - 1. The contractor must provide adequate protection where required for the existing building(s), contents of same, and all building occupants.
 - 2. The contractor must take particular care to prevent water infiltration into building(s).
 - 3. The contractor will always keep all driveways and walkways clear of materials, debris, etc. times so there will be no interference with the usual traffic serving the building(s).
 - 4. The contractor must ensure that emergency vehicles have free and clear access to all points on the property.
 - 5. The contractor will plan and execute all work to ensure, to the extent possible, that there is no interruption in the utilities servicing the building(s). The contractor will schedule any interruptions in advance.
- G. If it is not possible for contractor to avoid interference with the normal use of the building or area, the work shall be performed at such a time or times as mutually agreed upon between the contractor and the Executive Director of JPPM or a designee.

XII. MATERIALS

- A. The contractor is furnishing all parts, materials, incidentals, and supplies to complete this work. Replacement parts and material will meet all specifications and ratings of listed or removed items and be of the same type, style, and be interchangeable. The Executive Director of JPPM or a designee must approve parts and materials or any substitutions.
- B. The contractor will provide, as specified herein, any materials and supplies not specifically mentioned but reasonably implied for the complete, safe, and satisfactory completion of the project.
- C. Asbestos containing material is prohibited. An asbestos containing material is defined as a material that contains one percent or more of asbestos by weight. The contractor will supply paperwork that indicates the composition of materials used (i.e., supplier's and/or manufacturer's legal statement or certification and Safety Data Sheet). The contractor is responsible for the replacement of any asbestos containing material they install in contravention of this provision at no cost to the State.

XIII. PRICING

The contractor must provide pricing as indicated below. Additional prices are separate and in addition to, but not included in the total cost of the work described herein. Additional prices are intended to cover potentially unforeseen but possible repairs that the contractor may find while performing this work. The contractor may only complete this additional work if it is approved by the Executive Director of JPPM or a designee.

- A. On the RFP form opposite item no. 1, the contractor shall insert cost to renovate the Pavilion bathrooms, as detailed herein. See §XI.A.1, 2, and 3.

- B. On the RFP form opposite item no. 2, the contractor shall insert cost to perform ADD/ALT 1, drainage around the Pavilion. See §XI.A.4.

XIV. BASIS FOR SELECTION

- A. This RFP may be cancelled, and the State may reject any proposals when it is in the best interest of the State to do so.
- B. The Selection Committee will choose the proposal based on the most favorable evaluated proposal. Evaluation criteria includes responsiveness of the proposal to the project requirements and which proposal is the most advantageous to JPPM. The selection of the contractor is based on:
 - 1. Most favorable proposal.
 - 2. How appropriate the proposed scope of work is.
 - 3. Compliance with preservation best practices.
 - 4. Qualifications and references.
 - 5. JPPM's or other Maryland agency's previous experience with the contractor.
 - 6. Ability to complete the project within the time allotted.

XV. RFP MANDATORY STATE PROVISIONS

- A. Bidders should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland;
- B. Minority business enterprises and small businesses are encouraged to respond to this RFP;
- C. By submitting a proposal to this RFP, a bidder represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award;
- D. If JPPM determines before award that facts or circumstances exist giving rise to, or which could in the future give rise to, a conflict of interest, JPPM may request a bidder to provide a conflict of interest affidavit and disclosure. JPPM may also terminate the contract after award, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest;
- E. JPPM shall give preference to products and equipment that are mercury-free as required under COMAR 21.11.07.07 where applicable.
- F. All bidders certify that they will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the procurement, in compliance with the State's Drug and Alcohol Free Workplace Policy and COMAR 21.11.08.03.B.