

STATE HIGHWAY ADMINISTRATION
I n v i t a t i o n f o r B i d s (I F B)
C o n t r a c t s L e s s T h a n \$ 5 0 , 0 0 0

PROJECT: Commercial painting for various buildings at the State Highway Administration's Hanover Complex

CONTRACT NO. **FODPNT26SB**

ADVERTISEMENT DATE: **November 2, 2023**

BID DUE DATE / TIME: **November 29, 2023 – 12:00 P.M.**

BID LOCATION: State Highway Administration
Office of Maintenance
7491 Connelley Dr
Hanover, MD 21076

I. SUMMARY STATEMENT

The Maryland State Highway Administration, Office of Maintenance, located at 7491 Connelley Drive, Hanover, Maryland 21076, is soliciting bids for a painting contract. The qualified, licensed painting contractor will be required to perform the following: painting internal and external buildings, including but not limited to gypsum board, door frames, doors, ceilings, wallpaper removal, adhesive, etc. Depending on the task assigned prior to each event, this can necessitate the repair or replacement of walls and suspended ceilings. This contract provides for on-call, open-ended commercial painting service work for various buildings at the State Highway Administration Hanover Complex.

II. SMALL BUSINESS RESERVE PROCUREMENT

Awards for this Small Business Reserve Procurement are only available to vendors who are Certified Small Businesses. Only suppliers who satisfy the legal standards outlined in Maryland's State Finance and Procurement Article Subsections 14-501–14-505 and who have registered with the Department of General Services' Small Business Reserve Program are qualified to get a contract.

Refer to Attachment No. II for further information regarding this program.

III. ISSUING OFFICE and PROCUREMENT OFFICER

Greg Keenan
Maryland Department of Transportation
State Highway Administration
7491 Connelley Drive, Hanover, MD 21076

The Procurement Officer is Greg Keenan, Deputy Director, OOM. The sole point of contact for purposes of this IFB is the Procurement Officer's designee, Michael Gilpin. The Procurement Officer's designee may be contacted at telephone number 410-582-5509 between 8:00 A.M. and 4:00 P.M., or by e-mail mgilpin@mdot.maryland.gov . NOTE: The vendor is solely responsible for ensuring any information sent to the Procurement Officer by FAX or e-mail has been received by the Procurement Officer.

IV. PRE-BID CONFERENCE

A Pre-Bid Conference is not mandatory and will be conducted by appointment only.

V. BID DUE DATE

The Bids must be received by the Procurement Officer or designee, Greg Keenan at State Highway Administration offices located at 7491 Connelley Drive, Hanover, MD 21076 on or before **November 29, 2023 at 12:00 P.M.** local time.

The opening of bids shall take place at the time, place, and date specified above.

Vendors are responsible for making sure that all bids, including those delivered by the U.S. Postal Service, are delivered to the designated site before the deadline for receipt of bids.

Oral, fax, telegraphic, mailgram or E-mail bids will not be accepted.

A bid box is located in Building #1, Office of Maintenance in the security guard area. You can hand delivery your bid at this location to have the guard provide an escort to the bid box for submittal.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

VI. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request vendors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VII. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$50,000 or less).

VIII. TERMS and CONDITIONS

- A. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- C. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- D. Changes. This contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).
- E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination

hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

IX. SCOPE OF WORK AND CONTRACTOR SERVICES

The Maryland State Highway Administration, Office of Maintenance, located at 7491 Connelley Drive, Hanover, Maryland 21076, is soliciting bids for a painting contract. The qualified, licensed painting contractor will be required to perform the following: painting internal and external buildings, including but not limited to gypsum board, door frames, doors, ceilings, wallpaper removal, adhesive, etc. Depending on the task assigned prior to each event, this can necessitate the repair or replacement of walls and suspended ceilings. This contract provides for on-call, open-ended commercial painting service work for various buildings at the State Highway Administration Hanover Complex.

This agreement is non-exclusive. It excludes some of the work that must still be done in the designated places. As a result, occasionally, work of a similar nature may be carried out by other contractors who are not parties to this contract. This contract will not automatically renew. All necessary tools and equipment, such as a roller and pan, a roller extension pole, paint brushes, drop cloths, a ladder and scaffolding, wallpaper scrapers, and drywall tools, must be provided by the contractor. The Maryland State Highway Administration will provide the following materials required for each task, including but not limited to low- and no-VVOC paint, primer, mineral spirits, tape, roller covers, caulking, wall board, drywall compound, drywall tape, corner bead, suspended ceiling grid, and ceiling tile. Prior to beginning any task that has been allocated, the Contractor shall provide an estimate for the number of materials and the anticipated time frame while working closely in tandem with the facilities manager.

CONTRACT MANAGER (CM)

The Contract Manager for this contract shall be Chris Gallo, who can be reached by phone at (410-582-5572), or by email at cgallo@mdot.maryland.gov. The Contract Manager may appoint other authorized representatives to serve in an identical capacity for the duration of the contract.

VENDOR QUALIFICATIONS

- The vendor must have a minimum of five (5) years of experience and excellent knowledge of painting materials, including how to select, mix, and apply them during drywall painting and finishing. The vendor shall have a foreperson and two helpers on site, with the foreperson being capable of communicating effectively to perform the task. Excellent knowledge of commercial and/or construction painting techniques an aptitude for using appropriate tools (brushes, caulk, paint rollers, scrapers, etc.) and being conscientious with great attention to detail.
- References for work of a similar scope shall be provided to the contractor for each assigned task.

- The vendor shall adhere to all OSHA and MOSH-required safety and Personal Protective Equipment directives and have this in place during the work period. (Harnesses, eye protection, respirators, etc.) More information on safety regulations can be found at <http://www.dllr.md.gov/labor/mosh/>.
- The vendor shall be MHIC licensed (to provide SHA assurance that the vendor is knowledgeable of generally accepted building techniques and practices).
- Vendors shall have employees covered by worker's compensation insurance, as outlined further down in the body of this IFB.
- All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled "Standard Specifications for Construction and Materials" dated July 2008, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bid (IFB).

SERVICE REQUIREMENTS:

- The Contractor shall furnish all labor, supervision, materials/ parts (refer to section C paragraph 5), equipment, tools, transportation, and insurance necessary to ensure the satisfactory performance of the contracted services, as determined by the Administration.
- The Contractor must obtain all necessary permits before work is started, including any utility markings from Miss Utility.
- The location of work is the Maryland State Highway Administration Hanover Complex, which is located at 7491 Connelley Dr., Hanover, MD 21076. If necessary, a detailed description of the Hanover Complex will be provided to the Contractor after the Contract has been awarded.

FIELD CONDITIONS

Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

Do not apply paints when relative humidity exceeds 85 percent; at temperatures, less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

EXAMINATION

While the applicator is present, inspect the substrates and surroundings for compliance with the maximum moisture content criteria as well as any other circumstances that could interfere with the work's completion.

Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

Concrete: 12 percent.

Masonry (Clay and CMU): 12 percent.

Wood: 15 percent.

Gypsum Board: 12 percent.

Gypsum Board Substrates:

Verify that finishing compound is sanded smooth.

Plaster Substrates: Verify that plaster is fully cured.

Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

Proceed with coating application only after unsatisfactory conditions have been corrected.

Application of coating indicates acceptance of surfaces and conditions.

Gypsum Board Replacement/Repair

All joints and interior angles shall have tape embedded in joint compound and three separate coats of joint compound applied over all joints, angles, fastener heads, and accessories.

A thin skim coat of joint compound, or a material manufactured especially for this purpose, shall be applied to the entire surface.

The surface shall be smooth and free of tool marks and ridges. **Note:** It is recommended that the prepared surface be coated with a primer/sealer prior to the application of finish paint. See painting specification in this regard.

PREPARATION

Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulates.

Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

Aluminum Substrates: Remove loose surface oxidation.

Wood Substrates:

Scrape and clean knots and apply coat of knot sealer before applying primer.

Sand surfaces that will be exposed to view and dust off.

Prime edges, ends, faces, undersides, and backsides of wood.

After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

Contractor shall install SHA supplied work area signs and wet paint signs.

APPLICATION

Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

Use applicators and techniques suited for paint and substrate indicated.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

CLEANING AND PROTECTION

At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

Suspended Ceilings:

This contract may require removal and replacement of suspending ceilings and or removal and or replacement of ceiling tile.

The ceiling system is made up of panels (either 2' x 4' or 2' x 2') which are supported by a suspension system (main beams, cross tees, and hangers), and perimeter molding. The integrity of the entire suspended ceiling depends on the hangers –commonly wires which are used to support the suspension system main beams. Sections of main beams are spliced together and are connected by cross tees. The ends of the main beams and cross tees rest on the edge molding which runs around the perimeter of the space. All suspended ceiling shall be level and square prior to placement of ceiling tile.

WORK SCHEDULING, RATES & PROCEDURES:

- No work shall be initiated under this agreement until a specific contract has been executed. No minimum number of hours shall be paid per show-up on-site under this Contract. The Administration will pay only for work performed. Any work performed outside the Scope of Work described in this Invitation for Bids, including emergency work, will not be paid if not preapproved by the Contract Manager.
- The intent of this IFB is for the contractor that will perform the work to submit proposals. Proposals submitted by contractors with the intent to subcontract the painting work per the scope of work in this IFB will be considered non-responsive.
- Except for emergency service, all work shall be performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday. After notification for request of a routine service contract shall provide a schedule for the needed service within 48 hours. No work shall be performed on Saturdays, Sundays, or Legal State Holidays without prior approval by the Contract Manager.
- Travel time to and from the job site is considered incidental to the other pay items and no additional compensation will be allowed. The Contractor shall sign-in and sign-out at the administrative office of the facility when reporting for work and when leaving. When signing out, the Contractor must present an “Activity Report” detailing the work performed

that day. This document will become part of the Administration's records and used when verifying payment. The Contractor will not be paid if there is no written record of sign-in and sign-out times.

- The Contractor shall maintain an adequate stock of industry-standard supplies and tools necessary for performing commercial painting work at all times. The Contractor shall also furnish and maintain a work vehicle equipped with an adequate stock of industry-standard supplies, parts, and tools necessary for performing commercial painting work while engaged in said performance.
- The Contractor shall guarantee all work included in the Contract against any defects in workmanship, and shall satisfactorily correct, at no cost to the Administration, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the Administration.
- The Contractor shall, at all times, leave the work area clean and free of materials, debris, and the Contractor's equipment, to the satisfaction of the Contract Manager. The Contractor shall be responsible for the removal and disposal of all debris and defective materials removed in performance of the work and shall do so in strict accordance with all applicable regulations, codes, laws, and ordinances.
- No Subcontractor shall be permitted to work under the Contract without the written approval of the Contract Manager. Any subcontracted work must be preapproved by the Contract Manager.
- The Administration reserves the right to limit the number of persons performing the work as required. The Administration may, at its discretion, limit any personnel from performing service, require temporary or permanent removal of the employee from work being performed, or require additional training of personnel at no cost to the Administration.

UNSATISFACTORY WORK

- The Contract Manager or his representative shall inspect all work performed and be the final judge in determining if the work has been performed correctly and completely. All unsatisfactory findings shall have corrective actions made within forty-eight (48) hours of discovery. Any temporary corrective actions shall be made permanent within ten (10) business days of the initial discovery of unsatisfactory work.

LIABILITY

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded. The limit of liability shall be no less than \$1,000,000 per occurrence, and no less than \$2,000,000 aggregate, as specified in GP-7.14 and TC-5.01.

X. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is not to be altered in any way and is to contain only the price or prices stipulated on the form. Furthermore, Attachment No III Small Business Reserve Contract Affidavit must be included with the bid submission.

Bid submissions must be:

- Submitted in a sealed envelope.
 - Addressed to Greg Keenan, 7491 Connelley Drive, Hanover, MD 21076.
 - Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission –
Contract No. FODPNT26SB
- Include completed Small Business Reserve Contract Affidavit (Attachment No. III)

XI. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section IV of this IFB.

XII. DURATION / TERM OF THE CONTRACT/PROJECT

The duration / term of the contract is (24) months or payments totaling the bid amount, whichever comes first.

XIII. ATTACHMENTS (The following items must be included with the bid package.)

Contract Bid Form -- Attachment No. I (required with bid submittal)
Small Business Reserve Procurement – Attachment No. II
Small Business Contract Affidavit – Attachment No. III (required with bid submittal)
Copy of Contractors Business Licenses
Proof of Insurance
Minimum of three Business References
W9

ATTACHMENT I – CONTRACT BID FORM – PAGE 1 OF 2
INVITATION FOR BID # FODPNT26SB

This form is to be completed in its entirety and unaltered.

Column A	Column B	Column C	Column D
Item / Description	Quantity (See Note a)	Vendor's Bid per Unit	Total Cost (\$) (Column B X C)
Estimator	20 hours		
Master Painter	125 hours		
Journeyman Painter	200 hours		
Apprentice Painter	200 hours		
Supplies	1	\$1,000.00	\$1,000.00
TOTAL BID AMOUNT (Sum of Column D) (See Note c)			

NOTE:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded. Hourly and material quantities listed in this bid package are estimated and are not to be construed as fixed for this contract. This contract does not obligate the State of Maryland to pay for any minimum or maximum quantities.
- b) With the exception of equipment, zero dollars (\$0.00) is not to be entered in Column C. The State reserves the right to require the vendor to have a helper or a second individual on any assigned task. If the firm does not employ a helper, the amount for the primary worker is to be entered.
- c) If the "Total Bid Amount" results in a total that exceeds \$50,000, the contract written with the low bidder will be written as "not to exceed \$50,000" using the unit prices established in Column C.

ATTACHMENT I – CONTRACT BID FORM – PAGE 2 of 2
INVITATION FOR BID # FODPNT26SB

For the Contractor:

Company Name & Address

City State Zip

Phone _____ Fax _____ Email _____

Representing the above Company

SIGNATURE

Print Name & Title

SOCIAL SECURITY NO. OR
FEDERAL TAX ID NO. _____

DATE: _____

Attachment II

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- ☞ The business is independently owned and operated.
- ☞ The business is not a subsidiary of another business.
- ☞ The business is not dominant in its field of operation.
- ☞ The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years:*
- ☞ The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years:*
- ☞ The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years:*
- ☞ The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years:*
- ☞ The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.*
- ☞ The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years*.

* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence

Attachment III

Maryland Department of Transportation

SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible.
2. A determination that a contract entered is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland.
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article.
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)