

**INVITATION TO BID (ITB)**  
**TOWN OF NORTH BEACH, MARYLAND**



**ITB 2026-003**  
**Town Hall Custodial Services**



**North Beach Town Hall  
8916 Chesapeake Avenue  
North Beach, MD 20714**

<b>Solicitation Number</b>	ITB 2026-003 Town Hall Custodial Services
<b>Issue Date:</b>	<b>Monday, June 22, 2026</b>
<b>Issuer/Contact for Clarifications:</b>	Amanda O'Dell, Procurement Officer <a href="mailto:rfp@northbeachmd.gov">rfp@northbeachmd.gov</a>
<b>Solicitation Information Available at:</b>	E-Maryland Marketplace Advantage (EMMA) <a href="https://emma.maryland.gov">https://emma.maryland.gov</a> Town of North Beach Website: <a href="https://www.northbeachmd.gov/bids">https://www.northbeachmd.gov/bids</a>
<b>Pre-Bid Meeting:</b>	Mandatory Pre-bid meeting on <b>Thursday, June 25, 2026, at 3:00 pm</b> (Eastern Standard Time) located at Town Hall 8916 Chesapeake Avenue North Beach, MD 20714
<b>Questions Due Date and Time:</b>	All written questions will be due on or before <b>Thursday, July 2, 2026, by 1:00pm</b> (Eastern standard time). All questions shall be submitted to the procurement office at <a href="mailto:rfp@northbeachmd.gov">rfp@northbeachmd.gov</a>
<b>Answers date &amp; time:</b>	Answers will be posted by <b>Wednesday, July 8, 2026, at 10:00 a.m.</b>
<b>Proposals are to be delivered by:</b>	<b>Tuesday, July 14, 2026</b> by 1:00 PM (Eastern Standard Time) North Beach Town Hall Procurement Office PO BOX 99 8916 Chesapeake Avenue North Beach, MD 20714  <b><i>BIDS WILL BE OPENED AT 1:00 PM AT NORTH BEACH TOWN HALL</i></b>
<b>Proposal Validity Period:</b>	All proposals received must be valid for 120 calendar days from the date that responses to this solicitation are due.
<b>Funding:</b>	Funding will be allocated from The Town of North Beach general operating fund.

## TABLE OF CONTENTS

<b><u>TITLE</u></b>	<b><u>PAGE NUMBER(S)</u></b>
NOTICE TO CONTRACTORS	1.1 – 1.3
PRICE PROPOSAL	2.1 – 2.3
GENERAL CONDITIONS OF BID AND CONTRACT	3.1 – 3.8
SPECIFICATIONS	4.1 – 4.5
EQUAL OPPORTUNITY EMPLOYER AND DRUG FREE WORKPLACE CERTIFICATION	5.1
AFFIDAVIT OF PUBLIC CONTRACTING ELIGIBILITY	5.2 – 5.3
SAMPLE AGREEMENT	6.1 – 6.5

## **NOTICE TO CONTRACTORS**

Sealed bids shall be **due** on or before **Tuesday, July 14, 2026 by 1:00 PM** (Eastern Standard Time) for:

**ITB 2026-003**  
**Town Hall Custodial Services**

A mandatory pre-bid meeting shall be held on: **Thursday, June 25, 2026 at 3:00 pm.**

To be considered for the award, a bid shall comply in all material respects with the Invitation to Bid (hereinafter, ITB). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

A **bid opening** will be held on **Tuesday, July 14, 2026 at 1:00 PM** Eastern Standard Time at the North Beach Town Hall, 8916 Chesapeake Avenue, North Beach, MD 20714.

Bids shall be submitted in a **SEALED ENVELOPE** with a label affixed to the front containing the information required below. The Town of North Beach reserves the right to reject bids improperly labeled. The envelope shall also show the Contractor's name, address, and Bid number.

The Contractor shall submit their response as follows:

1. Ship package through UPS, FedEx, or hand delivery to:

TOWN OF NORTH BEACH  
PROCUREMENT OFFICE  
ITB 2026-003 TOWN HALL CUSTODIAL SERVICES  
8916 CHESAPEAKE AVE  
NORTH BEACH, MARYLAND 20714

OR

2. Ship package through the United States Postal Service (USPS) to:

TOWN OF NORTH BEACH  
PROCUREMENT OFFICE  
ITB 2026-003 TOWN HALL CUSTODIAL SERVICES  
PO BOX 99  
NORTH BEACH, MARYLAND 20714

No electronic submissions will be accepted.

Contractors are responsible for the timely delivery of their bids. Bids **must** be received before the due date and time set for the closing of bid acceptance. If a bid is received after the date and hour set for the bid closing, such bid shall not be accepted.

Submission of bids to a Town of North Beach employee, other than the Issuer/Contact for Clarification identified herein as having authority to accept such submission, shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal government operations such that bids cannot be received at the Town of North Beach Procurement Office by the exact time specified in the ITB and urgent Town of North Beach requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in the ITB on the first work day on which normal governmental operations resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secure, restricted-access bid box. If an ITB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of the Town of North Beach Procurement Office. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this ITB shall not be considered. Changes in the phraseology of the bid, additional or limiting provisions, shall render the bid informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation relating to this ITB, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov>, or the North Beach website at northbeachmd.org prior to submitting their bid.

Changes to the Information for Contractors or Technical Specifications shall only be made in writing. Town of North Beach assumes no responsibility for verbal instructions or interpretations, nor should any contractor rely upon any verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following the bid-opening date, unless extended by mutual consent of all parties.

Town of North Beach is tax exempt, and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using Town of North Beach's tax-exempt number for any purchases.

Contractors are warned against submitting unbalanced proposals, as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Town of North Beach may require.

If the Contractor to whom an award is made shall fail to execute an agreement in the same form as that attached hereto, as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible bidder, and such bidder shall timely execute the agreement. The Town of North Beach also may reject all bids as its interests may require.

Contractors shall examine all documentation carefully. In case doubt shall arise as to the meaning or intent of anything contained in the specifications, an inquiry shall be made to the Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this ITB shall be directed to the Procurement Office, Amanda O'Dell, by email to [rfp@northbeachmd.org](mailto:rfp@northbeachmd.org). Contact with Town of North Beach staff not identified herein regarding this ITB may result in the disqualification of the Contractor. Inquiries pertaining to this ITB shall give the ITB number, title, due date, and time. ***Written questions shall be due on or before Thursday, July 2, 2026 by 1:00pm (Eastern Standard Time)***. All Contractors are responsible for ensuring they have received all addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a bid in response to this ITB shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, and all codes and ordinances of the Town of North Beach that affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Contractors are required to execute the following forms and provide the requested information and include it as part of their bid. Failure to do so may be a cause for rejection of a bid as nonresponsive.

1. Price Proposal
2. Equal Opportunity Employer And Drug Free Workplace Certification
3. Affidavit of Public Contracting Eligibility
4. Subcontractors and Suppliers
5. Addenda, if Applicable
6. Questions and Answers/Clarification, if Applicable

The results for this ITB shall be posted on Town of North Beach web site at <https://www.northbeachmd.org/bids/all>

**ITB 2026-003  
Town Hall Custodial Services**

**PRICE PROPOSAL**

**TO THE TOWN OF NORTH BEACH:** The undersigned agrees to furnish all labor, material, and equipment necessary to provide **CUSTODIAL SERVICES AT NORTH BEACH TOWN HALL** as specified, to the Town of North Beach in accordance with all provisions of the ITB, the ATTACHED SPECIFICATIONS, and other documents contained and/or referenced herein and at the following price(s):

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>ANNUAL QUANTITY</b>	<b>TOTAL</b>
1	Bi-Weekly Custodial Services	Per service visit	\$	26	\$
2	Monthly Detailed Cleaning Services (Council Chambers, Upstairs Bathrooms, and Kitchen Areas)	Per Month	\$	12	\$
3	On-Call Special Event Cleaning Services	Per Occurrence	\$	Estimated Qty: 10	\$
<b>TOTAL BID</b>					<b>\$</b>

***Verify the calculation of your math. In the event of errors in computation, unit prices shall be the determining factor for the total.***

It is further agreed by the Undersigned that upon receipt of written notice of the acceptance of a bid, the necessary Contract shall be executed by the Contractor and returned to the Town of North Beach within ten (10) business days of the date of such notice.

No Contractor shall withdraw their bid within 120 calendar days after the opening thereof.

The undersigned has caused this bid to be executed as of the day and year indicated on each page and hereby agrees to provide the aforementioned products and/or services necessary for compliance with the Contract Documents and agrees to provide these for the price(s) indicated in this form.

*The time for performance of this Contract shall begin from the date of the Notice to Proceed or as otherwise directed by the Town of North Beach.*

*By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the ITB documents and agrees to the Contract Terms and Conditions as contained herein, which shall form the basis of the contract.*

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS**

*The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.* A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer by a contractor is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

## **REFERENCES**

List at least three references for whom your company provided the service as outlined in this Invitation to Bid during the past three (3) years. Town of North Beach reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this ITB. Town of North Beach reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1.     Company: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: \_\_\_\_\_  
       E-Mail Address: \_\_\_\_\_
  
2.     Company: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: \_\_\_\_\_  
       E-Mail Address: \_\_\_\_\_
  
3.     Company: \_\_\_\_\_  
       Address: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone: \_\_\_\_\_  
       E-Mail Address: \_\_\_\_\_

Specify the number of years your firm has been in business as a contractor providing the requested services/commodities: \_\_\_\_\_. (Shall be at least 3 years.)

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **GENERAL CONDITIONS OF BID AND CONTRACT**

DEFINITIONS. Wherever the words defined in this section, or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this ITB with a bid.

TOWN OF NORTH BEACH COUNCIL shall mean the governing board of elected officials of Town of North Beach, Maryland noted hereinafter as Town of North Beach (or the officially authorized official).

CONTRACT DOCUMENTS shall mean those written documents that define the roles and responsibilities, and work under the Contract, and are legally binding on the parties (Town of North Beach and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

PROJECT MANAGER shall mean that person designated to supervise performance of this Contract on behalf of the Town of North Beach within the scope of duties entrusted under such authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be made.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or Town Requirements
- Contract
- General Conditions of Bid and Contract
- Specifications
- Price Proposal
- Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

### BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, signed by a principal authorized to bind the Contractor and to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form and other required forms contained herein shall be submitted with bids. Failure to comply may be cause for rejection of bids.

### BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the ITB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which Town of North Beach in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

### FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted, and the Contractor shall be required to furnish articles in conformity with that specification.

### NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

### DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing and submitted with the price proposal. Town of North Beach reserves the right to accept or reject any deviation.

### POLITICAL CONTRIBUTIONS

If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

### SET OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Contractor against any compensation due to the Contractor for the provision of the Services.

### CONSENT TO USE OF ELECTRONICALLY STORED SIGNATURES AND DOCUMENTS

The Contractor agrees that: (i) inserting an electronically stored copy of a signature and submitting any document(s) to the Town electronically legally binds Contractor in the same manner as if Contractor had signed in a non-electronic form or had submitted an original document to the Town for execution, and (ii) any document

that is electronically stored or contains an electronically-stored image of a signature of the Contractor shall be considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. The Contractor agrees not to contest the admissibility or enforceability of an electronically stored copy of this Agreement and any other documents.

#### RECORD RETENTION, AUDITS, AND INSPECTIONS

The Contractor shall:

- A. Retain all financial and project-related records for three (3) years from the date of final payment hereunder.
- B. Permit the Town to access all records, including all subcontracts covered by this Agreement, to make audits, examinations, reproductions, excerpts, and transcripts. Access shall be available during normal business hours and as often as deemed necessary by the Town.

#### PROHIBITION AGAINST UNIFORM PRICING

Town of North Beach encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid, each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, before the bids open, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and require re-advertising the bids.

#### AWARD OR REJECTION OF BIDS

Town of North Beach shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids. The Town of North Beach reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Town of North Beach. The Town of North Beach reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the Town of North Beach to do so. Town of North Beach also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who upon investigation shows is not in a position to perform the Contract.

In determining the "lowest responsible bidder," in addition to considering price, Town of North Beach shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to Town of North Beach on any debt or Contract, is in default on any surety to Town of North Beach, or is delinquent as to any taxes or assessments; and
7. Any other information that may affect the decision to award the Contract.

## NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental). The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Town of North Beach in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this section's requirements.
4. **The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.**

## INSURANCE

The Contractor shall not commence work under this Contract until it has submitted the required certificates of insurance evidencing the insurance required under this section. All coverages shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to the Town of North Beach. It shall be the Contractor's responsibility to make immediate notification to the Town of North Beach if any changes are made to the policy.

1. Certificate Holder, Additional Insured, and Contract Information
  - a. The Town of North Beach, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Town of North Beach  
Attention: Procurement Office  
8916 Chesapeake Ave  
North Beach, Maryland 20714
  - b. The certificate shall also indicate the contract name and number.
  - c. Additional insured shall be as pertains to general liability and automobile liability.
  - d. The "ADDL INSD" box shall be checked for general liability and automobile liability.
2. Commercial General Liability Insurance

Comprehensive Liability Insurance: Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.

3. Automobile Liability Insurance

Automobile Liability Insurance. Motor vehicle insurance meets the requirements of Maryland law and covers every vehicle and driver involved in providing the services, in the following amounts:

(1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident.

(2) Property damage liability with a limit of \$100,000 for each accident.

4. Workers' Compensation

Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the Town deducting from each payment made under this contract to the Contractor, a pre-determined percentage to defray coverage costs of the Town. The contractor shall comply with the requirements and benefits established by the State of Maryland for Workers' Compensation.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to the Town of North Beach. Insurance companies providing insurance shall be acceptable to the Town of North Beach. The Contractor agrees to furnish the Town of North Beach a certificate of insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording covered required herein, or receives notice that coverage no longer complies with insurance requirements herein, the Contractor agrees to notify the Town of North Beach within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the contractor's responsibility to make immediate notification to the Town of North Beach if any changes to the policy are made.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, material, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any drawings. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of Town of North Beach and the Project Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

MAINTENANCE OF TRAFFIC

The Contractor shall carry on their work in such a manner to cooperate with all pedestrian and vehicular traffic to the adjacent areas. The Contractor shall cooperate to always keep access to adjacent properties or areas. The attention of the Contractor is directed to the fact that right of way for emergency and/or construction vehicles shall be maintained by the Contractor at all times.

RESTORATION OF DISTURBED SURFACES

If necessary, upon completion of work under this project, any streets, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and the cost thereof shall be included in the various unit prices bid.

### ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

### WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by any drawings and projects to be completed during the course of the Contract. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory materials furnished, or work performed, at whatever time discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager or duly authorized representative. If the Contractor neglects or refuses to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the above-mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, Town of North Beach may cause said work or material to be removed and satisfactorily replaced, by contract or otherwise, and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract. UPON COMPLETION OF PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO TOWN OF NORTH BEACH PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

### EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in Town of North Beach's opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative.

### CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before the final payment is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

### INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours' written notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the Contract; or Town of North Beach may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

### SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the prior written consent of Town of North Beach which may be withheld for any reason or no reason at all.

### FAILURE TO DELIVER

In the event the contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the Town will have the right to terminate the contract for default and purchase on the open market the services and/or materials covered in the Contract and shall have as damages the cost of obtaining such services and/or materials shall be assessed against the Contractor and/or its surety.

Failure to complete the Services within the time provided for in the contract documents may cause the Town to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for such delay, when the Town, in its judgment, determines that such circumstances exist, such liquidated damages as are set forth in the contract may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. It shall be acknowledged by the Contractor that such liquidated damages represent estimated actual damages and are not intended as a penalty, and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere therein. Should a Bidder require specific information about the nature and amount of liquidated damages, if any, to be included in a contract for a particular project, the Bidder is advised to make inquiry prior to bidding.

### NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Town of North Beach's sole opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

### PAYMENT

Payment shall be made after satisfactory performance of the Contract, in accordance with all the provisions thereof, and upon receipt of a properly completed invoice. Town of North Beach reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

### INCURRING COSTS

Town of North Beach shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

### COMPLETENESS

All information required by this ITB shall be supplied to constitute a proper bid. Town of North Beach shall not be responsible for the premature opening of bids if not properly addressed or identified.

## OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Town of North Beach, and all such materials shall be surrendered to Town of North Beach upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Town of North Beach. Documents and materials developed by the Contractor under the resulting contract shall be the property of the Town of North Beach; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Town of North Beach. Town of North Beach agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified when the Contractor is not the company of record.

## COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. The Town of North Beach assumes no obligation on behalf of any other public entity.

## ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

## SOVEREIGN IMMUNITY

By entering into this Contract, Town of North Beach and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

## THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Town of North Beach and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

## SUFFICIENT APPROPRIATIONS

Town of North Beach's financial obligations, if any, under this Contract are contingent on sufficient appropriations and authorization made by Town of North Beach for its performance. Town of North Beach's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

**ITB 2026-003**  
**TOWN HALL CUSTODIAL SERVICES**  
**SPECIFICATIONS**

**1. PURPOSE AND SUMMARY**

The purpose of this Invitation to Bid (ITB) is for the Town of North Beach to contract with an experienced and qualified contractor to provide custodial services for the Town of North Town Hall located at 8916 Chesapeake Ave, North Beach, MD 20714 in accordance with the terms, conditions, and specifications outlined in this ITB.

**2. SCOPE OF WORK**

A. General

The total gross size of Town Hall (hereinafter, "the Facility") is approximately 9,845 gross square feet, more or less, including unoccupied areas. The Facility is comprised primarily of office space, bathrooms, lobbies, kitchen, conference rooms, external sheriff's office (private entrance) and stairwells.

The Contractor shall be responsible for cleaning the entire Facility, excluding the mechanical and electrical rooms and any areas designated by the Project Manager.

B. Service Frequency Schedule

**Bi-Weekly Services (Every Two Weeks)**

The following services shall be performed on a bi-weekly basis:

<b>Area</b>	<b>Services Required</b>
First Floor Kitchen Area	Clean and sanitize countertops and sinks; sweep and mop floors; clean interior and exterior surfaces of microwaves and refrigerators; clean cabinet fronts and other accessible surfaces; empty trash receptacles.
Bathrooms (9 total)	Clean and sanitize toilets, urinals, sinks, fixtures, and mirrors; sweep and mop floors; empty trash receptacles; restock supplies.
Common Areas	Dusting, sweeping, mopping, spot cleaning walls and doors, cleaning glass entry doors and interior glass surfaces, removal of scuff marks.
Office Areas (8 total)	Vacuum carpets and floor mats; dust desks, furniture, windowsills, and accessible surfaces, empty trash receptacles.
Conference Room	Dust furniture and fixtures; clean tables and glass surfaces; vacuum carpeting.
Stairwells (2 total)	Sweep and mop floors; dust handrails and ledges.
External Sheriff's Office	Sweep and mop floors; Clean and sanitize toilets, urinals, sinks, fixtures, and mirrors; sweep and mop floors and empty trash receptacles.
Elevator	Clean and sanitize interior cab surfaces and both sets of elevator doors.
Trash Removal	Remove trash from offices, bathrooms, conference room, kitchens, council chambers, and common areas; transport to exterior receptacles.
Supply Restocking	Restock Town-provided restroom and kitchen supplies as needed during scheduled service visits.

### **Monthly Detailed Cleaning Services**

The following areas shall receive a comprehensive cleaning at least once per month:

<b>Area</b>	<b>Services Required</b>
Council Chambers	Dust furniture, fixtures, podiums, and accessible surfaces; clean glass tables and other glass surfaces; vacuum carpeting; remove visible marks from walls and doors. In addition to the monthly cleaning, the Contractor shall provide cleaning services for the Council Chambers prior to scheduled Town Council meetings or special events when requested by the Town. Such requests shall be coordinated through the Project Manager and may be compensated in accordance with the Contract pricing schedule, if applicable.
Upstairs Bathrooms	Deep clean and sanitize all fixtures and surfaces; clean partitions and baseboards; sweep and mop floors; polish mirrors and fixtures; restock supplies.
Upstairs Kitchen Area	Clean and sanitize countertops and sinks; sweep and mop floors; clean interior and exterior surfaces of microwaves and refrigerators; clean cabinet fronts and other accessible surfaces; empty trash receptacles.

Monthly cleaning shall include detailed dusting, cleaning and sanitizing of all surfaces, spot cleaning of walls and doors, cleaning of furniture and fixtures, and any additional work necessary to maintain these areas in a clean, hygienic, and presentable condition.

### **Additional Event Cleaning**

The Town reserves the right to request supplemental cleaning services for public meetings, special events, community functions, or other activities occurring within the Facility. The Contractor shall make reasonable efforts to accommodate such requests and shall coordinate scheduling with the Town's Project Manager. Any additional services outside the routine bi-weekly and monthly cleaning schedule shall be billed in accordance with the Contractor's approved pricing schedule or as otherwise negotiated by the parties.

### **C. Work Included**

It is the intention of this Invitation to Bid (ITB) to obtain a comprehensive Custodial Maintenance Program for the Facility from a qualified Contractor. Such services shall include furnishing all necessary labor, supervision, equipment, materials, tools, and supplies required to perform the work specified herein.

The Contractor shall be responsible for ensuring that the Facility is maintained in a consistently clean, sanitary, orderly, and professional condition that reflects favorably upon the Town of North Beach. Variations in building occupancy, public events, weather conditions, renovation activities, and other unforeseen circumstances may require adjustments to cleaning frequencies and service levels to maintain Town standards.

The Town of North Beach reserves the right to add, modify, or delete services during the term of the Contract as operational requirements change. Pricing for any additions or deletions shall be negotiated and mutually agreed upon by the Town and the Contractor. Any such changes shall be documented through a written Contract amendment executed by both parties.

## Custodial Service Performance

Service shall be performed in accordance with the Cleaning Activity Specifications contained herein, except for Town of North Beach observed holidays. Contractors shall verify the Town's observed holidays each calendar year by contacting the Project Manager. The Town of North Beach holidays include:

New Year's Day	Columbus Day
Martin Luther King Day	Presidents Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving
Independence Day	Day after Thanksgiving
Labor Day	Christmas Eve
Juneteenth	Christmas Day

Routine evening custodial services shall be performed one (1) day per week every other week, between the Facility's early evening hours, approximately 3:00pm to 6:00pm through completion of daily tasks. All exterior and stairwell doors shall be locked daily. Mopped floors shall be dry by the hours open for business.

In all cases, it shall be the responsibility of the Contractor to fulfill the Scope of Services as specified herein during the specified hours. Changes to the specified hours are solely at the discretion of the Town.

If the Mayor of North Beach declares the Town of North Beach to be closed, usually due to inclement weather, the Contractor may provide cleaning at the Contractor's own discretion. If the Contractor does not, payment for those hours shall be deducted from the monthly invoice.

### D. Supplies

- A. The Town of North Beach shall furnish supplies that are limited to toilet paper, paper towels, trash bags, and hand soap.
- B. The Contractor shall furnish all additional supplies necessary to maintain the Facility.
- C. No supplies shall be used that The Town or the manufacturer of the supply determines harmful to the surfaces to which applied or to any other part of the Facility, their occupants, contents, or equipment. Contractors shall include the cost of any supplies in their bid prices

### E. Labeling of Supplies

The Contractor shall purchase and issue all supplies in their original containers. Materials requiring precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies, or this Contract. Marking or labeling of materials containing hazardous or toxic substances or waste shall be in accordance with all Federal, State, and County laws, ordinances, rules, and regulations.

### F. Slip Resistance

If applicable, the Contractor shall verify that all floor finishes, seals, dry buff solutions, and other such supplies applied to non-carpeted floors, provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

### **3. CONTRACTOR PERFORMANCE**

The Town engages the Contractor to perform the Services based upon Contractor's stated experience in performing similar services. Accordingly, the Contractor is expected to be familiar with all applicable laws, codes and industry standards and to perform the Services in strict compliance therewith. The Contractor shall provide the Services in accordance with the standards to which an experienced and competent contractor using the degree of care and skill ordinarily exercised by a reputable contractor performing such services in Maryland customarily adheres. When approval by the Town is required, such approval is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes and good practices. The Contractor shall diligently and competently render all Services necessary or advisable for the project.

#### **A. Supervisor(s)**

The Contractor shall provide the necessary supervision for personnel who ARE NOT a part of the regular, onsite cleaning staff. The supervisors shall be literate and fluent in the English language, due to the necessity to read supply labels, job instructions and signs, as well as the need for conversing with Town personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractor's employees in the event they do not speak English. The Project Manager shall be the sole judge of the communication level. The Town of North Beach requires the supervisor be onsite during the shift. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the Town.

#### **B. Mandatory Qualifications for Contractor Personnel.**

- 1) All personnel shall receive close and continuing first-line supervision by the Contractor.
- 2) Supervisors shall be well qualified to operate all equipment under their charge and to train personnel in its operation.
- 3) Custodians shall be employees of the Contractor; day laborers or subcontractors shall not be acceptable.
- 4) A fully qualified force shall be maintained throughout the period of this Contract with a sufficient number of workers to perform all required services within the hours indicated by the schedule. Custodians employed by the Contractor shall be fully trained and skilled in safe and proper custodial techniques.
- 5) Additionally, all personnel shall maintain a courteous and respectful attitude toward the public and towards Town of North Beach staff at all times. At no time shall there be any soliciting or requesting of gratuities of any type.

### **4. PERFORMANCE STANDARDS AND INSPECTIONS**

The Contractor shall perform all services in a professional manner and maintain the Facility in a clean, sanitary, orderly, and presentable condition at all times. All work shall be completed in accordance with industry standards and the requirements set forth in this Contract.

The Town reserves the right to conduct periodic inspections of the Facility to verify the quality of services provided. At a minimum, satisfactory performance shall include:

- 1) Floors shall be free of visible dirt, dust, debris, spills, and stains.
- 2) Restrooms shall be clean, sanitized, odor-free, and adequately stocked with supplies.
- 3) Trash receptacles shall be emptied and fitted with clean liners.

- 4) Surfaces, furniture, fixtures, glass, and mirrors shall be free of dust, fingerprints, smudges, and other visible marks.
- 5) Kitchens and break areas shall be clean, sanitary, and free of food residue and spills.
- 6) Common areas, stairwells, conference rooms, and Council Chambers shall present a neat and professional appearance.
- 7) Cleaning supplies, equipment, and materials shall be properly stored and removed from public view upon completion of services.

If deficiencies are identified during an inspection, the Town may notify the Contractor and require corrective action. The Contractor shall remedy identified deficiencies within twenty-four (24) hours of notification, or sooner if the condition poses a health, safety, or operational concern. Repeated failure to meet performance standards may be considered a breach of contract and may result in contract remedies as provided herein.

#### **5. CONTRACTOR EQUIPMENT, MATERIALS, AND SUPPLIES**

The Contractor shall furnish and maintain all equipment and materials required to complete the job.

#### **6. CONTRACTOR PERSONNEL**

The Contractor shall assign a qualified person or persons to oversee the work under the Contract and shall identify the individual or individuals in their proposal.

- Information regarding the experience of assigned personnel should be furnished and reviewed by the Town if requested.

The Town may refuse to permit any employee of the Contractor to work on the contract if the Town finds, in its sole discretion, that the employee has engaged in conduct outside the norms of socially and professionally acceptable behavior or has been negligent, or discourteous in the performance of his or her duties, or who has been found to be incompetent.

#### **7. CONTRACT PERIOD**

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by the Town of North Beach, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by the Town or to the Town by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by the Town.

#### **8. CONTRACTOR PRICING**

Prices must be submitted based on a firm, fixed price basis not subject to escalation. Pricing shall include all costs including, but not limited to, labor, materials, equipment, supervision, training, overhead, vehicle fuel, mileage, airfare, and other travel expenses, etc.

#### **9. TESTING AND INSPECTION**

The Town has the right to inspect and test all services and materials called for by the contract, to the extent practicable always and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the Town may require the Contractor to perform the service or again provide a replacement product in conformity with contract specifications, at no increase in contract amount.

## **10. WARRANTY:**

- a) The Contractor hereby warrants its work performed on, and/or material furnished to the Work of this Project for the time period of one (1) year, unless specified otherwise. The work and/or material is guaranteed to remain free from all defects and guaranteed to comply with all requirements of the Specifications and other Contract Documents governing the Work of this Project. Should there be any defects in the workmanship and/or materials requiring repair and/or replacement, the Town shall notify the Contractor in writing immediately upon discovery and must allow the Contractor to make the repairs and/or replacement to any of the Work performed under this Project by the Contractor within seventy-two (72) hours after notification by the Town.
- b) In addition to other promises and warranties contained herein the Contractor specifically warrants to the Town that Materials and Equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirement of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by the Town's abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and Equipment.
- c) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Town shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibility for faulty Materials or Equipment or workmanship. This Warranty will have no time limit except those prescribed by law. Nothing in this Section shall be construed to shorten any applicable statute of limitations or to limit any remedies available to the Town at law or in equity for any failure of the finished project to perform as intended due to any fault of the contractor or its agents, employees, or subcontractors.

## **11. DISPUTES**

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the Town shall be final and binding on both parties.

## **12. BID SUBMITTAL LIMIT**

Bidders may submit only one proposal for each ITB. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

## **13. SUBMISSIONS ARE PUBLIC INFORMATION**

Procurement information, including responses to ITBs and RFPs, shall be a public record to the extent provided in the Maryland Public Information Act, Md. Ann. Code, General Provisions Article, Title 4, and shall be available to the public as provided in such statute. Bidders shall not make blanket assertions that the entirety of their submission is confidential. Rather, should a bidder or offeror contend that their proposal or a portion thereof contains confidential information, they should identify which portion of their proposal should be treated as confidential and state the reason it is confidential citing the applicable provision(s) of the Maryland Public Information Act and decisions interpreting the Act. The Town reserves the right, within the parameters of the Act, to determine that an item does not meet the appropriate criteria to be considered a confidential item and will inform the bidder or offeror in writing of its determination. Further, the affidavit required by Section 14 of these Instructions to Bidders shall also indicate the Bidder's understanding that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

**TOWN OF NORTH BEACH, MARYLAND**

Equal Opportunity Employer  
And  
Drug Free Workplace Certification

I hereby affirm that this company does not discriminate in any manner against any employee or applicant for employment because of age, race, national origin or ethnicity, sex, pregnancy, gender identity, or family status, creed, religion, or disability.

I hereby affirm that this company complies with all applicable federal, state, and local laws and policies and programs regarding drug, alcohol, and a smoke-free workplace.

Bidder: \_\_\_\_\_  
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State: \_\_\_\_\_  
Zip Code

By: \_\_\_\_\_  
Signature of Authorized Person to Sign Bid

\_\_\_\_\_  
Type/Print Name and Title of Person Authorized to Sign Bid

**TOWN OF NORTH BEACH, MARYLAND**

**AFFIDAVIT OF PUBLIC CONTRACTING ELIGIBILITY**

The Bidder/Offeror represents, and it is a condition of the acceptance of this bid, that the Bidder/Offeror has not been a party with other bidders to any agreement to bid a fixed or uniform price. The bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin., and Proc. §16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin., and Proc., §16-203.

The Bidder/Offeror warrants that it has not been debarred or suspended under Md. Code Ann., State Fin. and Proc., Title 16 Subtitle 3 and that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin. and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

The Bidder/Offeror further certifies that, in accordance with Md. Code Ann., State Fin. and Proc. Article, §17-705:

- (i) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of the State Finance & Procurement Article (*See: <http://bpw.maryland.gov/Pages/debarments.aspx>*); and
- (ii) It is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.<sup>1</sup>

The Bidder/Offeror and/or any person signing on its behalf acknowledges that all documents, information, and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

ATTEST/WITNESS:

\_\_\_\_\_  
Name of Bidder-Type/Print

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Name and Title of Signatory (Type or Print)

<sup>1</sup> If the Bidder/Offeror is unable to make the certification regarding its investment activities in Iran, submit an attachment, under the penalties of perjury, that contains a detailed description of the investment activities in Iran that prevent such certification.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town of North Beach ("the Town"), a municipal corporation of the State of Maryland and \_\_\_\_\_ ("the Contractor"), a corporation organized under the laws of the State of Maryland.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

### A. Services Provided:

The Contractor shall provide the following services for the Town: Custodial services for the North Beach Town Hall located at 8916 Chesapeake Ave, North Beach MD 20714 ("the Services"). The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent as if attached thereto, except that the Contractor's Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained herein.

1. Invitation to Bid, dated **June 22, 2026**
2. Instructions to Bidders
3. General Terms & Conditions
4. Specifications
5. Price Proposal, dated **July 14, 2026**
6. Equal Opportunity Employer & Drug Free Workplace Certification
7. Affidavit of Public Contracting Eligibility
8. Notice of Award
9. Certificate of Insurance

The Contractor agrees to commence the Services at the start date stated within the Notice to Proceed thereafter; The Town retains the right to reduce the scope of the Services to meet the Town's needs.

The Town engages the Contractor to perform the Services based upon Contractor's stated experience in performing similar services. Accordingly, the Contractor is expected to be familiar with all applicable Federal, State and local laws, codes and industry standards and to perform the Services in strict compliance therewith. The Contractor shall provide the Services in accordance with the standards to which an experienced and competent contractor using the degree of care and skill ordinarily exercised by a reputable contractor performing such services in Maryland customarily adheres. When approval by the Town is required, such approval is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable Federal, State and local laws, codes and good practices. The Contractor shall diligently and competently render all Services necessary or advisable for the economical, expeditious and sound completion of the Services.

The Contractor will furnish all equipment (the "Contractor's Equipment") needed to perform the Services.

- B. Fees: The Town hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement, upon completion of the Services and acceptance thereof by the Town in accordance with the pricing as submitted on page(s) 2.1 subject to the Contract Documents.

Ten percent (10%) of each invoice, plus the amount of any unsatisfied claims filed against the Town for labor and materials, shall be deducted until the project is 50% complete by value (including all change orders). No retainage will be assessed from subsequent progress payments. Retainage remaining in the Town's possession at the conclusion of the work will be paid to the Contractor at final acceptance of the Services, within thirty (30) days of the Town's receipt of an invoice from the Contractor accompanied by documentation satisfactory to the Town.

- C. Availability of Funds: Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Town of North Beach. In the event the Town does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

The Town reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the Town terminates a contract, the Town shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

- D. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- E. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, overhead, mileage, copying, faxes, telephone calls, and other routine office expenses.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes, or expenses. If the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

- F. Insurance: The Contractor covenants to maintain the insurance coverages set forth in the General Conditions. The Contractor shall provide Certificates of Insurance evidencing such coverages as a condition of the Town's obligation to sign the Agreement. The required insurance coverages shall be issued on an occurrence's basis. The Certificate shall name the Town as an additional insured, and shall provide either that (a) the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) the Town shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the Town with the Certificates.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

- G. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.
- H. Compliance with Laws: The Contractor shall, without any additional expense to the Town, be responsible for complying with all applicable Federal, State and local laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.
- I. Indemnification: The Contractor shall be responsible for and shall indemnify and defend the Town and hold it harmless from and against all claims for loss, personal injury and/or property damage, including but not limited to, attorneys' fees and any other costs incurred by the Town in defending any such claim, that may be suffered as a result of the Contractor's negligence or willful misconduct, or that of its officers, agents, employees or subcontractors, arising from or connected to the performance of the Services, any failure of the materials supplied under this contract, and any failure by the Contractor to perform the obligations of this Agreement, and any claim by an employee or a third party or an insurer of the employee or third party or the Contractor, for injuries sustained in connection with the performance of the Services, unless such injuries are a result of the Town's sole negligence. This indemnification includes claims for loss or damage to the Contractor's property located or stored on site.
- J. Relief: In the event of a breach or threatened breach of this Agreement by the Contractor, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.
- K. Right to Terminate:
- This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Contractor specifying the termination date of the Agreement.
  - In the event of termination that is not the fault of the Contractor, the Town shall pay to the Contractor the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.
  - In the event the Contractor breaches or defaults upon its obligations hereunder, or through any cause fails to perform any of the terms, covenants, or provisions of this Contract, or for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Contractor impairs or prejudices the interests of the Town, or if the Contractor violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving notice in writing of the termination and date of such termination to the Contractor. The Town shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. The Town may take over work to be done under this Agreement and prosecute the work to completion

by Contract or otherwise, and the Contractor shall be liable to the Town for all costs in excess of the total amount the Town would have paid the Contractor had there been no breach or default.

- The Services may be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Finance that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Town shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.
  - Upon the conclusion of the Contract or the termination of this Agreement for any reason all drawings, specifications, and other documents relating to the design, prosecution, or supervision of work shall be surrendered forthwith by the Contractor to the Town.
- L. Entire Understanding: This Agreement contains the entire understanding between the parties, and supersedes any prior proposals or agreements, and any additions or modifications hereto may only be made in writing, executed by both parties.
- M. Liquidated Damages: It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the Town to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the Town of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Town as against the Contractor and its Surety, in the event of delayed completion and without the Town being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. The Contractor shall be liable to the Town for payment of liquidated damages in the amount of \$100.00 per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the Town without limiting the Town's right to terminate the Agreement for default as provided elsewhere herein.
- N. Governing Law:
- This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Calvert County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.
  - The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance, or enforcement thereof.
- O. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he or she understands the provisions of the Charter and Code of the Town of North Beach dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

P. Waiver: The waiver by the Town of a breach, default, delay or omission by the Contractor with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

Q. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR:

\_\_\_\_\_  
Name and Title

BY: \_\_\_\_\_  
Name and Title

Federal Identification No. \_\_\_\_\_

WITNESS:

TOWN OF NORTH BEACH

\_\_\_\_\_  
Stacy Milor, Town Clerk

BY: \_\_\_\_\_  
Mike Benton, Mayor

APPROVED FOR LEGAL  
SUFFICIENCY ON \_\_\_\_\_

BY: \_\_\_\_\_  
Karen Ruff, Town of North Beach Attorney