



TOWN OF CHESAPEAKE BEACH
REQUEST FOR PROPOSALS

**BARGE RENTAL
2017 FIREWORKS DISPLAY**

JUNE 30, 2018
(RAIN DATE JULY 3, 2018)

RFP Released January 19, 2018

Responses due on February 20, 2018 at 12:15 P.M.
Chesapeake Beach, MD Town Hall

Sealed Bids Opened in Council Chambers
February 20, 2018 at 12:30 P.M.

I. OVERVIEW

Chesapeake Beach, Maryland (“the Town”), is located on the western shore of Chesapeake Bay, and is a popular summer vacation destination, with many exciting summer events drawing thousands of visitors. The most popular of these events is the annual 1st of July fireworks display drawing several thousand spectators from Southern Maryland and local residents. The Town, which is the sole sponsor of the event, is very proud of the display and endeavors to ensure fun, excitement, and spectacular pyrotechnics are enjoyed by all.

The Town requests proposals from qualified barge companies for rental of two barges from which the Town’s Fireworks Display contractor will ignite and launch fireworks for the Town’s fireworks display. This Request for Proposals (“RFP”) contemplates a contract for a single event. The contract is subject to the appropriation of funding for this purpose. The 25 minute display is to begin at dusk and take place on the water on Chesapeake Bay immediately East of the Town’s Harbor and a distance for shore as established by the U.S. Coast Guard

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The terms of this RFP, any published addenda to the RFP and the proposer's Response will become part of the contract between the Town and the successful proposer.

II. KEY PROJECT DATES AND SCHEDULE

The following is a tentative schedule noting target dates for phases and tasks to be completed.

- | | |
|----------------------------------|--|
| January 22, 2018 | RFP Issued and available to public by requesting either via email mgilpin@chesapeakemd.gov or by calling Marti Gilpin, Office and Community Involvement Coordinator at 410-257-2230. |
| January 24, 2018 | Advertised in local paper |
| January 24, 2018 | Advertised on eMaryland Marketplace |
| February 5 & 13, 2018 | Mandatory (only mandatory if Vendor has not provided services in prior years) Pre-Bid Meeting and Site Visit at 12:00 pm. (choice of either date). Meeting begins at Town Hall located at 8200 Bayside Rd. Chesapeake Beach, MD 20732. Please register your attendance for the meeting with Marti Gilpin at mgilpin@chesapeakebeachmd.gov or by calling Town Hall at (410)257-2230. |
| February 14, 2018 | 4:00 P.M., last date for submittal of questions for clarification and interpretation. |

- February 20, 2018** Sealed bids are due no later than 12:15 PM EST and shall be clearly marked:
RESPONSE TO PROPOSAL FOR 2016 FIREWORKS BARGE RENTAL
ATTN: TOWN TREASURER
Town Hall, 8200 Bayside Road,
Chesapeake Beach, Maryland 20732
- February 20, 2018** Sealed bids will be opened at 12:30 P.M EST in the Town Hall Council Chambers in public view. Bids will be reviewed and considered.
- March 1, 2018** Town Council will review bids and the recommended bidder during the Council work session.
- March 15, 2018** Final approval by Mayor and Town Council during the Town meeting on March 15, 2018.

A. Questions and Clarifications

Questions requiring clarification shall be submitted in writing via email to the Office and Community Involvement Coordinator, Marti Gilpin at mgilpin@chesapeakebeachmd.gov prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the Contract. Those who have received a copy of the RFP will be notified of such changes.

III. STATEMENT OF WORK

A. Purpose

This Request for Proposals (RFP) invites prospective Proposers to submit a proposal to provide two (2) barges, each no less than 30 feet X 90 feet in size for the Town Fireworks Display on June 30, 2018, or the Rain Date of July 3, 2018 if, in the judgment of the Town, weather does not permit the fireworks display to proceed on June 30, 2018. The Proposer must communicate and work with the Town’s Fireworks pyrotechnics display contractor to determine the load out site for the transfer of the fireworks and equipment onto the barge. **The barge shall be in position and ready to be loaded no later than 10:00 a.m. on the display date. Provisions must be made to ensure that adequate safety procedures and preparations are in place during the transfer.**

B. Contract Terms

1. The successful proposer shall provide the barges purposed in the proposal submittal.
2. The Town will pay a deposit to the Contractor of up to twenty-five percent (25%) of the contract consideration to the Contractor for the event no more than 10 days after the contract is signed by both parties. In the event that the Display is cancelled or postponed for reasons other than the Contractor’s inability to perform due to Force Majeure or otherwise, the Town will be liable for the balance remaining after deduction of the deposit. The balance of the contract price will be paid within 30 days following the Display. The Town reserves the right to withhold payment of a portion of the contract amount should the Contractors not perform the services as required by the contract.
3. Postponement of the Display may occur because of rain or inclement weather or for other reasons as determined by the Town. If a postponement should become necessary, the Mayor is the **ONLY** individual who may make such a decision, except that in the case of the Mayor’s absence or inability to act, the Council Vice-President shall act in his stead. In the event a postponement is necessary, the Town shall notify the Contractor by telephonic means and email as soon as possible. **In the event of postponement to June 30, 2018, the Contractor will be notified prior to 3:00 P.M. on June 30, 2018, that the display is postponed until July 3, 2018.**

IV. SELECTION PROCEDURES

A. Process

The Evaluation Committee will review all submittals and shall determine whether each proposal meets the minimum requirements as of this RFP and is both responsive (those that offer all of the services defined in the RFP and contain all of the required information and forms properly completed) and responsible (those with the capability, integrity, and reliability to perform under the contract). The Town Administrator will make a recommendation to the Town Council for award of a contract to the proposer whose Proposal is deemed most advantageous to the Town considering the criteria set forth in subsection B. of this Section.

B. Comparative Evaluation Criteria:

- | | | |
|----|--|------------------|
| 1. | Condition and age of barges | 20 points |
| 2. | Price of barges | 15 points |
| 3. | Size of barges | 30 points |
| 4. | Past experience with pyrotechnics displays | 35 points |

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Submission

1. Each proposal shall be submitted in a sealed envelope containing one (1) original and four (4) copies of the proposal, marked "Barge Rental for Chesapeake Beach 2018 Fireworks

Display.” The firm name shall be typewritten on the outside of the envelope.

2. Proposals will be accepted until **12:15 p.m.** February 20, 2018. Proposals shall be delivered to the Town of Chesapeake Beach, Town Treasurer, 8200 Bayside Road, Chesapeake Beach, MD 20732. It is the sole responsibility of the proposer to ensure that the proposal arrives on time and at the designated place.
 - a. Each Proposal shall include the following items, which shall be clearly structured and labeled: **“Barge Rental for Chesapeake Beach 2018 Fireworks Display.”**
 - a. Cover Letter including the name of firm, and its address and telephone number, signed in ink by a person authorized to sign such documents.
 - b. Acknowledgement of any addenda, if any, and a statement that the Proposal is in accordance with this RFP, and that the Proposer understands all sections and provisions therein. Any exceptions must be clearly stated.
 - c. Submission of all information requested to meet Minimum Requirement per Section IV, A. and Price Proposal.
 - d. Appropriate certificates of insurance.
 - e. Notarized “Statement under oath to accompany bid”.
 - f. Vendor responsibility form.
 - g. Equal opportunity employer form.
 - h. Copies of Licenses and permits appropriate to the contracting of this display. If permits or licenses are not provided, an explanation must be included with the packet as to the reasons, and a clear plan to provide them must be also be included.
 - i. A brief description of the firm, including its full legal name of the company, primary contact person and year business was established.
 - b. A Proposal may contain any other information that the Proposer considers relevant for the purpose of evaluating its qualifications for the award.
 - c. Bid forms must be filled out in their entirety. If not otherwise completed, all blanks must be marked with “N/A.” Proposals with incomplete bid forms will not be considered.

B. Contact information

All inquiries and requests for clarification must be submitted to:

Marti Gilpin, Office and Community Development Coordinator
8200 Bayside Road
Chesapeake Beach, MD 20732
Phone. (410) 257-2230,
Email: mgilpin@chesapeakebeachmd.gov
Business Hours: 8:30 a.m. - 4:30 p.m. Monday through Friday

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by Chesapeake Beach, Maryland (“the Town”), a municipal corporation of the State of Maryland and _____ (“the Contractor”), a corporation organized under the laws of the State of _____ with offices at _____. 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:

1. Services Provided: The Contractor shall provide the following services for the Town: (“the Services”). Contractor shall provide two (2) manned barges, each no less than 30 feet x 90 feet in size, for the Town Fireworks Display on June 30, 2018, or on the July 3, 2018 rain date, if weather does not permit the display to proceed on July 3, 2018, in the Town in its judgment. The Contractor must communicate and work with the Town’s Fireworks display contractor to determine the load out site for the transfer of the fireworks and equipment onto the barges. The barges shall be in position and ready to be loaded no later than 10:00 am on the display date. Provisions must be made to ensure that adequate safety procedures and preparations are in place during the transfer.

(“the Services”).

The Services shall be provided as detailed in the Contract Documents listed below which are incorporated herein by reference:

- (1) Request for Proposal
- (2) Instructions to Bidders
- (3) General Requirements
- (4) Vendor Responsibility Form
- (5) Bid Proposal
- (6) Insurance Certificate
- (7) Equal Opportunity Employer Form

(8) Statement Under Oath to Accompany Bid

2. Term. The Contractor agrees to complete the Services by June 30, 2018, unless an event of rain occurs, in which the Services will be completed by July 3, 2018, unless otherwise agreed upon by the Mayor. In the case of the Mayor's absence or inability to act, the Council Vice-President shall act in his stead. The Contractor further acknowledges that the Town retains the right to reduce the scope of the Services herein contracted for in order to accomplish the project within the Town's established budget and schedule.

Time is of the essence in the completion of this contract.

3. Fees: The Town hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of _____ Dollars (\$_____) payable in the following manner: The Town will pay a deposit to the Contractor fifty percent (50%) of the contract consideration to the Contractor for the event no more than 10 days after the contract is signed by both parties. Upon successful completion of the Display, the Town shall pay the remaining balance within 10 days of Contractor invoice. The Town reserves the right to withhold payment of a portion of the contract amount should the Contractor not perform the services as required by the signed contract.

4. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. Notices: All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax and by mail, postage prepaid, certified or registered return receipt requested, addressed as follows:

To the Town: Holly K. Wahl, Town Administrator
P.O. Box 400
8200 Bayside Road
Chesapeake Beach, Maryland 20732
Fax: (443) 964-5449

With a copy to: Elissa D. Levan, Esquire
Town Attorney
Funk & Bolton, P.A.
36 S. Charles Street, 12th Floor
Baltimore, MD 21201
Fax: (410) 659-7773

To the Contractor:

With a copy to:

6. 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 his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that 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 parties hereto further recognize that 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 whatsoever. In the event that 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 any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Contractor covenants to maintain all applicable insurance in the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance upon signing this Agreement. The Certificates of Insurance shall be on an occurrences basis and shall either (a) provide that 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) provide that 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. All insurance shall include completed operations and contractual liability coverage, and must name the Town as an additional insured, not just a certificate holder.

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.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering 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 each accident.

8. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes due and owing to any governmental entity in connection with the operation of its business or the business of any parent or subsidiary entity or any business under which name the entity or its principals have previously operated. 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.

9. Compliance with Laws: The Contractor shall, without any additional expense to the Town, be responsible for complying with any and all applicable 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 herein contracted for.

10. Indemnification: The Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the Town harmless against any and all claims for loss,

personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the Town in defending any such claim. The Contractor shall be responsible for and shall indemnify and hold the Town harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to the Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the services the Contractor is providing.

11. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

12. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Town, and further recognizes that in such event monetary damages will be inadequate to fully protect the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, 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 his 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.

13. Town's Right to Terminate: The Agreement may be terminated immediately by the Town upon written notice in whole or in part, when the Town, in its sole and absolute discretion, determines such action to be in its best interests. The Agreement shall 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 3). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Town Treasurer 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.

Notwithstanding the foregoing, if the Agreement is terminated due to the fault, default, or material breach of its obligations by the Contractor, the Town shall not be liable to the Contractor for any outstanding amounts and shall be entitled to retain all amounts otherwise claimed by the Contractor and, in addition, shall retain all remedies available to it by law, including damages for breach of contract and the right to cover.

14. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

15. Applicable 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.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Chesapeake Beach Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. 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 the Contractor against any compensation due to Contractor for the provision of the Services.

18. 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.

19. Record Retention, Audits and Inspections: The Contractor shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

20. Force Majeure: If a Force Majeure Event occurs or if actual or threatened weather or other environmental conditions on both the date of performance and the “rain date” preclude performance by the Contractor due to a danger of injury to the Contractor’s personnel or members of the public, the Contractor shall be excused from performance and shall be entitled to compensation in the amount of 50% of the total Contract price less any deposit previously paid to the Contractor by the Town, which the Contractor shall be entitled to retain. The Town shall make a determination as to whether such weather conditions prevail or are likely to occur on or before 6pm on the day preceding the date for performance of the Services or the “rain date”.

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:

CHESEAPEAKE BEACH, MARYLAND

By: _____

Patrick J. Mahoney, Mayor

WITNESS:

Contractor Name: _____

By: _____

Printed Name: _____

Title/Position: _____

Approved for form and legal sufficiency

Elissa D. Levan, Town Attorney

ATTACHMENT "B"
PRICE SUBMITTAL FORM

We propose the following total lump sum price for the use of barges for the annual Third of July Fireworks Display as specified in this Request for Proposal document as follows:

Size of Barge: 1 _____

Size of Barge: 2 _____

Type of Barge: 1 _____

Type of Barge: 2 _____

Name of Barge: 1 _____

Name of Barge: 2 _____

Condition and age of Barge 1 _____

Date of most recent Inspection: _____

Inspection result: _____

Condition and age of Barge 2 _____

Date of most recent Inspection: _____

Inspection result: _____

Proposers past experience with pyrotechnics displayed from barge. (Please provide name of contracted entity, contact information and dates of experience.)

Price _____

Additional cost if postponed to "Rain date" _____

The Contractor will execute the Town's contract document, sample provided. Town will not pay for any additional work on this project without the prior written approval.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____