

# NEIGHBORHOOD SPRUCE-UP PROJECT REQUEST FOR PROPOSALS



## SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION BALTIMORE, MD

**ISSUE DATE:** April 9, 2024

**DEADLINE FOR QUESTIONS:** April 20, 2024

**PROPOSAL DUE DATE:** April 30, 2024 at midnight

**PERFORMANCE PERIOD:** Date of award – June 30, 2024

**CONTACT FOR ALL INQUIRIES:** Molly McCullagh, [molly@southeastcdc.org](mailto:molly@southeastcdc.org)

### PROJECT DESCRIPTION

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Southeast Community Development Corporation (Southeast CDC) received funding from Baltimore City's Community Development Block Grant program to implement small capital projects that are catalysts for social development and community building crucial to achieving a vision of an economically diverse, thriving community. Projects selected must be consistent with community plan or vision and/or have community participation in their development.

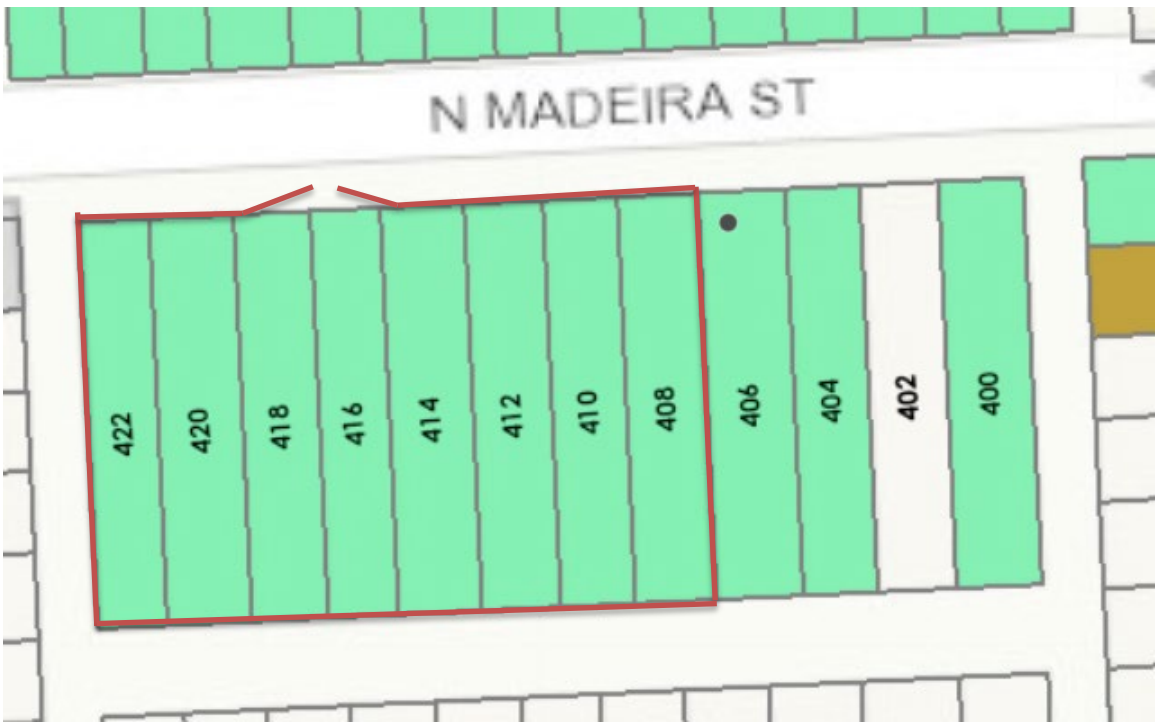
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Southeast CDC seeks a Contractor to install an aluminum fence at the CARE community's honeybee garden, 408-422 N. Madeira, Baltimore, MD 21231.

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Fence specifications:

- **Material:** aluminum
  - **Height:** 6 ft high aluminum fence
  - **Length:** approximately 350 linear feet
  - **Gate:** 12 ft fence opening to accommodate lawn mowers and dumpster delivery trucks.
  - **Pickets:** ¾" square .05" wall aluminum, pressed point picket, spacing: 4" apart face to face
  - **Rails:** 3 rails, 1½" x 1" x 1½"
  - **Post Cap:** standard flat
  - **End, Corner, & Line Posts:** 2" square x 0.125" wall aluminum
  - **Post Footers:** 10" x 36" concrete footers
  - **Post Spacing:** 8' on center
  - **Double Swing Gate Posts:** 3" square x 0.125" wall aluminum
  - **Coating:** powder coated black
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**BID PACKAGE SHOULD INCLUDE:**

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- 1 Company name, contact information, and company profile.

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  - 2 List of anticipated subcontractors and proposed role in project and their qualifications, relevant licenses, and sample projects.

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  - 3 Scope of services

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  - 4 Project budget

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  - 5 Proposed timeline

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  - 6 Any exceptions, clarifications, or assumptions associated with the bid. (Failure to provide exceptions, clarifications, or assumptions indicates the contractor waives any modifications if awarded the Project.)

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  - 7 Any modifications the contractor may require to the contract included with this RFP. (A silent response to this request indicates the contractor accepts the contract as written by Southeast CDC.)

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  - 8 Any exceptions to the insurance obligations identified in the contract. (A silent response to this request indicates the contractor can meet the insurance provisions without exception.)
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**DUE TO THE SOURCE OF FUNDING, QUALIFIED CONTRACTORS MUST:**

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- 1 Meet the Davis-Bacon wage thresholds (and provide payroll documentation as evidence). The most recent wage thresholds for Baltimore City can be found at <https://sam.gov/wage-determination/MD20240014/2>.

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  - 2 Meet insurance requirements outlined in the contract below.
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**DUE TO THE SOURCE OF FUNDING, PROJECT MUST:**

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- 1 Have at least a 10 year lifespan.

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  - 2 Receive approval from the Maryland Historical Trust.
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**DELIVERABLES AND CONTACT INFORMATION:**

Contractors responding to this RFP must submit one (1) electronic copy to Southeast CDC c/o Molly McCullagh at [molly@southeastcdc.org](mailto:molly@southeastcdc.org).

## **CONTRACT BETWEEN SOUTHEAST CDC AND (CONTRACTOR)**

THIS AGREEMENT is entered into on this (date) \_\_\_\_\_ by and between SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION ("SECDC") and \_\_\_\_\_ ("Contractor").

### **RECITALS**

- A. SECDC has received a grant of funds from Baltimore City's Department of Housing and Community Development's Community Development Block Grant (CDBG) program for small capital projects.
- B. Contractor has agreed to undertake the project more particularly described on **Exhibit A** attached hereto ("the Project") to be funded with a portion of the CDBG award made to SECDC.
- C. SECDC will disburse the funds for the Project to Contractor pursuant to the terms and conditions of this Agreement.

### **AGREEMENTS**

1. **FUNDING.** In consideration of the obligations to be undertaken by Contractor as provided herein, SECDC will provide Contractor with funds in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("the Contract Price"). Contractor agrees to use the Contract Price only for the Project and strictly in accordance with the budget set forth on **Exhibit B** attached hereto ("the Project Budget").
2. **COMMENCEMENT & COMPLETION OF THE PROJECT.** Contractor shall commence the Project on \_\_\_\_\_ and shall complete the Project by \_\_\_\_\_ unless an extension is applied for and granted by SECDC.
3. **PAYMENT.** SECDC will disburse Contract Price funds to Contractor on a reimbursement basis as the Project progresses in accordance with the payment schedule set forth in Project Budget and upon receipt of an invoice submitted by Contractor. Invoices will be processed within approximately 30 days from SECDC's receipt of invoice.
4. **NONDISCRIMINATION.** Contractor may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, physical or mental handicap or age in any aspect of its projects, programs or activities. Contractor shall comply with all applicable federal, state and local laws regarding discrimination in employment, housing and credit practices.
5. **CONTRACTOR'S CERTIFICATIONS.** Contractor certifies that:
  - (a) If Contractor is a corporation or a limited liability company, it is **in good standing** under the laws of the State of Maryland;
  - (b) This Agreement has been duly authorized, executed, and delivered by Contractor in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Contractor; and
  - (c) **Contractor will ensure that all federal, state, and local government approvals, permits and reviews that are required to accomplish the Project have been obtained** before commencing the applicable work on the Project.

**6. INDEMNIFICATION.** Contractor hereby waives and releases SECDL from, and agrees that SECDL shall not have any liability for, and agrees to defend, indemnify, and hold harmless SECDL from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against SECDL as a result of or in connection with the Project, except to the extent caused by the gross negligence or willful misconduct of SECDL. To the extent permitted by law, Contractor further agrees that all money expended by SECDL as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Contractor to SECDL as appropriate. Contractor's obligation to indemnify SECDL shall survive the term of this Agreement.

**7. INSURANCE**

- (a) Contractor shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and, if applicable, the Property both during and after fabrication, construction or rehabilitation; and Contractor shall pay the expense of such insurance. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- (b) Prior to commencement of work on the Project, **Contractor shall submit to SECDL an ACORD insurance certificate naming SECDL as an additional insured (information listed below)**, which shall provide for notification to SECDL prior to cancellation of any Project-related insurance policies.

Southeast Community Development Corporation  
3323 Eastern Avenue, Suite 200  
Baltimore, MD 21224

**8. WAGE THRESHOLDS** Project contractors must comply with Federal Labor Standards by meeting Davis-Bacon Wage thresholds for all employees and subcontractors involved in the Project. Contractor may be asked to provide evidence that wage standards have been met for the Project.

**9. NOTICES.** All notices, requests, approvals, and consent of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date a signed copy is e-mailed, addressed as follows:

TO SECDL:  
Southeast Community Development Corporation  
3323 Eastern Avenue, Suite 200  
Baltimore, MD 21224  
Attn: Laurie Kinkel, Interim Executive Director  
laurie@southeastcdc.org

TO CONTRACTOR:  
\_\_\_\_\_  
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\_\_\_\_\_  
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**10. MISCELLANEOUS.** This Agreement may not be amended except by a written instrument executed by the parties hereto; it may not be assigned without the prior written approval of SECDC; and it constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Project and the Contract Price.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Laurie Kinkel, Interim Executive Director

(CONTRACTOR)

By: \_\_\_\_\_