

TOWN OF OCEAN CITY
Ocean City, Maryland



PROCUREMENT DEPARTMENT

BID DOCUMENT
FOR THE

Public Works Pole Barn Bulkhead Materials

DEPARTMENT USE ONLY
Date of Award:
Awarded To:
Chargeable to Account :
Pre-Bid Meeting: N/A
Last Day for Questions: N/A
Bid Opening Date: Thursday, February 12th at 2:00 p.m.
Bid Opening Location: 204 65th St., Bldg. A Ocean City, MD 21842
City Engineer- Terence J. McGean, P.E.
Ad Run: January 22nd, 2015

ADVERTISEMENT

Town of Ocean City, Maryland Public Works Pole Barn Bulkhead Materials

The Town of Ocean City is seeking bids from vendors to provide Materials for the Public Works Pole Barn Bulkhead Replacement that will be in conformity with the specifications detailed in the Bid Documents.

Bid Documents for the Public Works Pole Barn Bulkhead Materials may be obtained from the Town of Ocean City's Procurement Department by either e-mailing Purchasing Associate, Nicholas Rice, at nrice@oceancitymd.gov or by calling 410-723-6643 during normal business hours, or via the Town's website,

<http://oceancitymd.gov/oc/departments/finance/procurement/#tab-1420746537421-3-4>.

Vendors are responsible for checking this website regarding this bid prior to submitting their Completed Bid Documents. The Town of Ocean City is not responsible for the content of any Bid Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Bid Documents.

Sealed Completed Bid Documents are due no later than Thursday, February 12th at 2:00 p.m. at which time they will be opened and read aloud in the Town of Ocean City's Procurement Department, located at 204 65th Street, Bldg. A, Ocean City, Maryland 21842. Late Completed Bid Document will not be accepted.

Minority vendors are encouraged to compete for award of the Public Works Pole Barn Bulkhead Materials.

Catrice Parsons
Procurement Manager
Town of Ocean City, Maryland

SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Request for Bid is for the Town of Ocean City (“Town”) to contract for Materials for the Replacement of the Public Works Pole Barn Bulkhead to be in conformity with the requirements contained herein (“Bid Document(s”).
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms, organizations, or individuals that submit a bid for award of a purchase order (“PO”) are referred to as vendors (“Vendors”) in this Bid Document. The Vendor that is awarded the PO is herein referred to as the (“Successful Vendor”).
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Bid Documents and bid requirements, please contact Nick Rice at nrice@oceancitymd.gov or by calling 410-723-6643.
 - 3.2. Copies of the Bid Documents are available at <http://oceancitymd.gov/oc/departments/finance/procurement/#tab-1420746537421-3-4> or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit two unbound originals.
 - 4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (4) Exceptions Document, (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid (9) Non-Collusive Affidavit, (10) Signed addenda, if necessary.
 - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
 - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
 - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible “Completed Bid Document”.
 - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID DOCUMENTS
 - 5.1. All copies of the Completed Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Procurement Department and will be identified with the name: **Public Works Pole Barn Bulkhead Materials** and the Vendor’s name, address, and license number. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID DOCUMENTS ENCLOSED” on the face thereof.

5.1.1. Bid Documents should be addressed to: Town of Ocean City, Attn: Procurement Department, 204 65th Street, Bldg. A, Ocean City, MD 21842

5.1.2. Bids are due and will be opened at 2:00 p.m. on Thursday, February 12th, 2015 at the Procurement Department located at 204 65th Street, Bldg. A, Ocean City, MD 21842.

- 5.2. Completed Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
- 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Procurement Department's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.
- 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
- 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Bid Documents will be valid for a minimum of one hundred and twenty (120) days from the date of Bid Document opening. Vendors cannot withdraw their Bid Documents within one hundred and twenty (120) days after the Bid Opening Date.
- 5.8. Email or faxed Bid Documents will not be accepted.
6. OPENING OF BID DOCUMENTS
 - 6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.
 - 6.2. The PO will be awarded or all Bid Documents will be rejected within one hundred twenty (120) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS
 - 7.1. Unless otherwise specified, the PO will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Purchase Price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to provide the Materials or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
 - 7.2. Vendors debarred from providing Work to the State of Maryland and/or the Federal Government are prohibited from submitting Bid Documents for these Materials.
 - 7.3. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
 - 7.3.1. Ability, capacity, and skill to provide the commodities required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.

- 7.3.2.Character, integrity, reputation, experience and efficiency.
 - 7.3.3.Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - 7.3.4.Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
 - 7.3.5.Evidence of adequate insurance to comply with PO terms and conditions.
 - 7.3.6.Statement of current work load and capacity to provide the Materials.
 - 7.3.7.Explanation of methods to be used in fulfilling the PO.
 - 7.3.8.The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide the Materials; such evidence to be supplied within a specified time and to the satisfaction of the Town.
 - 7.4.In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Completed Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
 - 7.5.The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the PO in its own best interests.
8. NOTICE TO VENDORS
- 8.1.Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Materials required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications including examination of site, review of drawings, and any Addenda. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the Materials to be furnished it being understood that the submission of a Completed Bid Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF BID DOCUMENTS
 - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
 - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Materials furnished in the Bid Documents. The Vendor will provide the Materials with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Materials of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Materials required under the awarded PO will be construed to operate as a waiver of any rights under the PO or any cause of action arising out of the performance of the PO, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent provision of any of Materials furnished under the PO.
 - 2.3. The rights of the Town provided for under the awarded PO are in addition to any rights and remedies provided by law.
3. OWNERSHIP OF MATERIALS
 - 3.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section by marking documents the Vendor considers Confidential.
4. PURCHASE ORDER AWARD
 - 4.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order will result in a binding Contract. If the Successful Vendor fails or refuses to deliver the Materials and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to provide the Materials within fourteen (14) calendar days from the date on the Notice of Award letter.
 - 4.2. Bid Documents and POs issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
 - 4.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of PO. Failure to pay will result in the award of PO to another Vendor.
 - 4.4. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
5. AUDIT
 - 5.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded PO for five (5) years after final payment, or until audited. The Town, its authorized

agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

6. NONPERFORMANCE

6.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for those Materials. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future solicitations.

7. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS

7.1. A Completed Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

8. DEFAULT

8.1. The PO may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor will be liable to the Town for cost to the Town in excess of the defaulted Purchase Price.

9. COLLUSION/FINANCIAL BENEFIT

9.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same Materials; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent PO.

10. TAX EXEMPTION

10.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

11.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.

11.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair

employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and Subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the PO.

12. STATUS OF VENDOR

12.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons providing portions of the Materials under the PO or other arrangement with the Vendor.

12.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

13. APPLICABLE LAWS

13.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the PO. The PO will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

14. SUSPENSION OR TERMINATION FOR CONVENIENCE

14.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Materials under the PO for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Materials without invalidating the provisions of the PO.

14.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Materials in whole or in part.

14.3. Any notice issued pursuant to Sections 18.1 and/or 18.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop providing Materials on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Materials not terminated.

14.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Materials actually furnished pursuant to the PO to the satisfaction of the Town and for which no previous invoice was submitted to the Town.

14.5. In the event of a termination, pursuant to Section 18.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 18.4 for the following:

14.5.1. Completed and acceptable Materials provided in accordance with the PO prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Materials;

14.5.2. Expenses sustained prior to the effective date of termination in providing Materials and furnishing labor or equipment as required by the PO in connection with Materials, plus fair and reasonable sums for overhead and profit.

14.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Materials not provided prior to the date of termination of the PO.

15. INSURANCE REQUIREMENTS

- 15.1. Unless otherwise required by Special Conditions for this Bid Document the Successful Vendor will be required to purchase and maintain during the life of the PO the following types and amounts of insurance (minimum).
 - 15.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage. The Town must be named as an additional insured and the Insurance Certificate furnished to the Town will indicate such coverage.
 - 15.1.2. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
- 15.2. The Successful Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before providing Materials in conjunction with these Bid Documents.
- 15.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the PO, will cause the Successful Vendor to be in Default, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any PO. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in this Bid Document. The Successful Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Materials provided under these Bid Documents including, but not limited to, claims under the Worker's Compensation Act.
- 15.4. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE SUCCESSFUL VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE SUCCESSFUL VENDOR IN THESE BID DOCUMENTS, OR FOR WHICH THE SUCCESSFUL VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

16. ASSIGNMENTS

- 16.1. Neither the Successful Vendor nor the Town will sell, transfer, assign, or otherwise dispose of the PO or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without the written consent of the other party.

17. INDEMNIFICATION

- 17.1. The Successful Vendor will indemnify and hold harmless the Town and the Town's Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the provision of Materials, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for the Successful Vendor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

18. SUBCONTRACTING

- 18.1. The Successful Vendor may utilize the services of specialty Subcontractors on those parts of the Materials which, under normal contracting practices, are performed by specialty Subcontractors.
- 18.2. The Successful Vendor will not award Materials to subcontractors(s), in excess of fifty (50%) percent of the Purchase Price, without prior written approval of the Town's Engineer.
- 18.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as its is for the acts and omissions of persons directly employed by him/her.
- 18.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Materials to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the Materials of subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.
- 18.5. Nothing contained in the PO will create any contractual relation between any subcontractor and the Town.

19. TOWN'S ENGINEER'S AUTHORITY

- 19.1. The Town's Engineer will act as the Town's representative during the construction period. He/she will decide questions which may arise as to quality and acceptability of materials furnished. He/she will interpret the intent of the Bid Documents in a fair and unbiased manner. The Town's Engineer will make visits to the site and determine if the Materials are in accordance with the Bid Documents.
- 19.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 19.3. The Town's Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 19.4. The Town's Engineer will promptly make decisions relative to interpretation of the Bid Documents.

20. GUARANTY

- 20.1. Successful Vendor will, unless otherwise indicated, guarantee all Materials furnished for a period of one (1) year from the date of delivery to the Town's site. Successful Vendor warrants and guarantees for a period of one (1) year from the date of delivery to the Town's site that the Materials are free from all defects due to faulty materials or workmanship and the Successful Vendor will promptly make such corrections as may be necessary by reason of such defects. The Town will give notice of observed defects with reasonable promptness. In the event that the Successful Vendor should fail to make such repairs, adjustments, or other Materials that may be made necessary by such defects, the Town may do so and charge the Successful Vendor the cost thereby incurred.

SPECIFICATIONS

1. GENERAL

1.1. The project consists of furnishing Materials, as listed below, to replace an existing timber bulkhead located along an unnamed canal adjacent to the Ocean City Dept. of Public Works pole barn storage building located at the west end of 66th street.

2. MATERIALS

2.1. Materials covered under this Bid Document includes:

- 2.1.1. 80 each 12" x 20' timber piles
- 2.1.2. 120 each 6" x 8" x 14' timber wales
- 2.1.3. 40 each 3" x 6" x 14' timber back board
- 2.1.4. 156 each 2" x 6" x 12' timber cap board
- 2.1.5. 156 each 1" dia weep fittings
- 2.1.6. 480 linear feet of 16' vinyl sheet pile
- 2.1.7. 1 each 16' corner pieces
- 2.1.8. 10 linear feet 24" PEP Storm drain pipe

3. MATERIAL SPECIFICATIONS

3.1. Wood Materials:

- 3.1.1. GENERAL: Southern Yellow Pine Grade #2 or better. Treated to 2.5 pounds per cubic foot CCA Type C in accordance with AWWA Standard C2-90, surfaced S4S unless otherwise noted. Certificates of lumber grade and preservation treatment will accompany each shipment.
- 3.1.2. PILING to conform to ASTM D25-91 Standard specification for Round Timber Piles. Piling to be treated to 2.5 lbs per cubic foot CCA Type C in accordance with AWWA Standard C3-90 Preservative Treatment by Pressure Process.

3.2. Vinyl Materials:

3.2.1. SHEET PILES Vinyl sheet piling interlocking with the following minimum properties:

- Allowable Moment: 4,355 ft-lbs/ft
- Width of sheet: 24"
- Impact Strength: 13,750 in-lb/in²
- Section Modulus: 16.4 in³ per lf minimum
- Moment of inertia: 74 in⁴ per lf minimum
- Thickness: 0.280 in minimum
- Color: as selected from manufacturer's standard colors
- UV protection per ASTM G-154
- Lifetime Warranty

3.3. Acceptable materials:

- 3.3.1. Crane Products: C-loc Model 9000, Northstar 8000, Everlast ESP 4.1 or approved equal. Alternate products must have been successfully installed on similar projects

for a minimum of 1 year and must be submitted to the Town's Engineer for approval at least 10 days prior to the bid due date.

3.3.2. Weep Hole Fittings: as provided by vinyl sheeting supplier.

3.3.3. All prices shall be F.O.B Destination each project site.

3.3.4. The Town reserves the right to reject any and all shipments by bundles or individual pieces for failure to meet these specifications as determined by the Town's Engineer. Rejected materials will be replaced with acceptable materials at no additional cost to the Town.

End of Section

EVALUATION AND SELECTION PROCESS

1. EVALUATION

- 1.1. Only Vendors that meet the Specification Requirements, as set forth in this Bid Document and as approved by the Town’s Engineer for any exceptions, will be considered for Award.
- 1.2. All Vendors are advised that in the event of a receipt of adequate number of Bid Documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Bid Documents may be evaluated without discussion. Hence, Bid Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Bid Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
20%	Ability to meet Delivery Deadline
80%	Price

- 1.3. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Acceptable	4

- 1.3.1. A Vendor’s final grade will be the sum of each criterion’s rating multiplied by the weighting factor listed above.

THIS AND PREVIOUS SECTIONS DO NOT NEED TO BE RETURNED WITH SUBMITTAL.

FORM OF BID

To whom it may concern:

We, _____, organized and existing under the laws of the State of Maryland doing business as a/an **sole proprietorship/partnership/corporation**, hereby submit our Completed Bid Documents for the Public Works Pole Barn Bulkhead Materials as indicated in the Bid Documents.

Having carefully examined and being in compliance with the Town's Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Bid Documents and propose to provide all Materials in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID.

NOTE: Completed Bid Documents will include all applicable fees.

Materials List						
Item	Quantity	Description	Dimension	Treat	Unit Price	Total Price
1	80 each	Timber Pile	12" x 20'	2.5#	\$	\$
2	120 ea.	Wales	6"x8"x14'	2.5#	\$	\$
3	40 each	Back Brd	3"x6"x14'	2.5#	\$	\$
4	0 each	Not Used	Not Used	2.5#	\$	\$
5	156 ea.	Cap Brd	2"x6"x12'	AG	\$	\$
6	156 ea.	Weep fitting	Not apply	N/A	\$	\$
7	480 LF	Vinyl sheet	16' long	N/A	\$	\$
8	1 ea	CL-90	16' corner	N/A	\$	\$
Total						\$

I understand delivery of Materials will be within fourteen (14) calendar days from the date on the Notice of Award letter. (Yes)____ (No) _____ CHECK One.

Respectfully submitted,

Signature

License Number

Address

Title

Date

(Affix Corporate Seal)

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

.....

Affix Corporate Seal

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title