

MAYOR & CITY COUNCIL OCEAN CITY



PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

INSPECTION, TESTING, MAINTENANCE AND REPAIR OF ELEVATOR, ESCALATOR & PLATFORM LIFT SYSTEMS

BID TIMELINE OF EVENTS
Pre-Bid Meeting: Monday, June 17, 2024, at 1 PM located at the Procurement Conference room 214 65 th street, Ocean City, MD,
Last Day for Questions: Monday, June 24, 2024 at 3 pm
ADDENDUM: Friday, June 28, 2024
Bid Submission Time & Date: Thursday, July 18, 2024 by 3:00 PM
Bid Opening Time & Date: Procurement Conference Room Friday, July 19, 2024 at 10 AM
Bid Submission and Opening Location: 214 65 th Street, Ocean City, Maryland 21842

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SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Invitation to Bid is for the Mayor & City Council Ocean City (“Town”) to contract for the : **Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems** (“Work”) and for said Work 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 contract (“Contract”) are referred to as vendors (“Vendors”) in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Proposal Documents and solicitation requirements, please contact Scott Wagner at swagner@oceancitymd.gov or call 410-723-6647 or dwebb@oceancitymd.gov or call 410-723-6643.
 - 3.2. Copies of the Bid Documents are available on the Town’s [website](#) or by calling (410) 723-6647 during normal business hours. (<https://oceancitymd.gov/oc/procurement-bids/>)
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit (1) **unbound original**, along with (1) bound copy and (1) Thumb Drive
 - 4.3. Bids Documents should be compiled as follows: (1) Cover letter, (2) **Form of Bid**, (3) References, (4) Exceptions Document, (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid (7) Non-Collusive Affidavit, (8) Signed addenda, if necessary, (9) Bid Bond, (10) Payment and Performance Bond
 - 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” package.
 - 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 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 Town of Ocean City Procurement Department, Attn: Procurement Manager, 214 65th Street, Ocean City, MD 21842 and will be identified with the Work name : **Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems** 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.
 - 5.2. Sealed BID Documents are due no later than **Thursday, July 18, 2024 at 3:00 P.M.** shall be sent to Procurement Office, 214 65th Street, Ocean City, MD, 21842. Completed BID Documents will be opened, read into record and then remanded to staff for further review on, **Friday, July 19, 2024 at 10 AM** located at 214 65th Street, Procurement

Conference room, Ocean City, MD 21842 and must note the name of the solicitation: **(Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems)** on the outside of the package

- 5.3. 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.
- 5.4. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Town'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.
- 5.5. 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.
- 5.6. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 5.7. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.8. 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.
- 5.9. 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 Contract 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 Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid 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 perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract. A selection criterion will be explained in the scope of work.
 - 7.2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
 - 7.3. Conditional or qualified bids will not be accepted.
 - 7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
 - 7.4.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - 7.4.2. Character, integrity, reputation, experience and efficiency.
 - 7.4.3. A minimum of Five (5) years providing the goods/services described in this Bid Document under the Vendor name that is submitting a Completed Bid Document, with references to validate this requirement.
 - 7.4.4. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - 7.4.5. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.

- 7.4.6. Evidence of adequate insurance to comply with Contract terms and conditions.
- 7.4.7. Statement of current work load and capacity to perform/provide the Goods and/or Services.
- 7.4.8. Explanation of methods to be used in fulfilling the Contract.
- 7.4.9. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
- 7.5. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the 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.
- 7.6. 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 required Bid security or other 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 Contract 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 Work 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 material to be furnished or the Work to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.
- 8.2. The Town will provide Vendors, prior to Bid Document Opening Date, all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.
- 8.3. The Successful Vendor will supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.
9. PRE-BID MEETING
- 9.1. A Pre-Bid meeting will be held on **Monday, June 17, 2024, at 1 PM, located at Procurement Office, 214 65th Street, Ocean City, MD, 21842, Ocean City, MD**, for any questions concerning the Proposals Documents. The last day for questions will be on **Monday, June 24, 2024, at 3 PM**. The Addendum will be posted by close of business on **Friday, June 28, 2024**.
10. BID BOND
- 10.1. Bid Documents must be accompanied by a Bid Bond payable to the Town for Five (5%) percent of the total amount of the bid. After the analysis of the Bid Documents, the Town will return Bid Bonds to all Vendors except the three (3) most responsive and responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's payment and performance bond, the Bid Bonds of the two (2) remaining unsuccessful Vendors will be returned. A certified check may be used in lieu of a Bid Bond.
- 10.2. The Town, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the Town will retain said Bid Bond.
- 10.3. The Successful Vendor will be required to provide the Town with a performance bond and payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Town for the faithful performance of the Contract.
- 10.3.1. Attorneys-in-fact who sign Bid Bonds or Performance Bonds and Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
- 10.4. The Successful Vendor will within fourteen (14) days after the receipt of the Notice to Award furnish the Town with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful

Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Maryland OR IS REMOVED FROM THE LIST OF SURETY COMPANIES ACCEPTED ON FEDERAL Bonds, Successful Vendor will within ten (10) days after notice from the Town TO DO SO, SUBSTITUTE AN ACCEPTABLE Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town.

11. **TIME FOR COMPLETION AND LIQUIDATION DAMAGES**

- 11.1. The date of beginning and the time for completion of the Work are essential conditions of the Bid Documents and the Work embraced will be commenced on a date specified in the Notice to Proceed.
- 11.2. The Successful Vendor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Successful Vendor and the Town, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 11.3. If the Successful Vendor fails to complete the Work within the Contract Time, or extension of time granted by the Town, then the Successful Vendor will pay to the Town \$500.00 per calendar day that the Successful Vendor is in default after the time stipulated in the Bid Documents.
- 11.4. The Successful Vendor will not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Successful Vendor has promptly given written notice of such delay to the City's Engineer.
 - 11.4.1. To any preference, priority or allocation order issued by the City's Engineer.
 - 11.4.2. To any unforeseeable causes beyond the control and without the fault or negligence of the Successful Vendor, including but not restricted to, acts of God, or of the public enemy, acts of the Town, acts of another vendor in the performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
 - 11.4.3. To any delays of subcontractors occasioned by any of the causes specified in the BID document

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 Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, 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 performance of any of the Work furnished under the Contract.
 - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
 - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
 - 4.1. 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 and be in accordance with Section 3.1.
5. CONTRACT AWARD
 - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract 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 execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract and any Bond Forms with the Notice of Award letter.
 - 5.2. Bid Documents and Contracts 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.
 - 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
 - 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Work should the Work size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
6. NOTICE TO PROCEED

- 6.1. The Town will issue a Notice to Proceed within ten (10) calendar days from the execution of the Contract. If for any reason the Notice to Proceed cannot be issued within ten (10) days, from the execution of the Contract, the Town and the Vendor, upon mutual agreement, will extend the Contract Time.
- 6.2. If the Town does not issue the Notice to Proceed within the ten (10) day period or within the period mutually agreed upon the Vendor may terminate the Contract without further liability on the part of either party.
7. AUDIT
 - 7.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract 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.
8. NONPERFORMANCE
 - 8.1. 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 that Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future Work order solicitations.
9. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS
 - 9.1. A 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.
10. DEFAULT
 - 10.1. The Contract 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, violation of Contract terms, 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 (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
11. COLLUSION/FINANCIAL BENEFIT
 - 11.1. 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 Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
 - 11.2. 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 Contract.
12. TAX EXEMPTION
 - 12.1. 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.
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION
 - 13.1. 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.
 - 13.2. 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 Sub-contractors, 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 Contract.

14. STATUS OF VENDOR

14.1. The Vendor will be responsible to the Town for acts and omissions of their employees, Sub-contractors, and their agents and employees, and other persons performing portions of the Work under the Contract or other arrangement with the Vendor.

14.2. 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.

15. APPLICABLE LAWS

15.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract 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.

16. SUSPENSION OR TERMINATION FOR CONVENIENCE

16.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Work under the Contract 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 Work without invalidating the provisions of the Contract.

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

16.3. Any notice issued pursuant to Sections 17.1 and/or 17.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Work 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 Work not terminated.

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

16.5. In the event of a termination, pursuant to Section 17.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 17.4 for the following:

16.5.1. Completed and acceptable Work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Work;

16.5.2. Expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit.

16.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Work not completed prior to the date of termination of the Contract.

17. ADDENDUM

17.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Mayor & City Council Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.

17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

- 17.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
- 17.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Mayor & City Council Ocean City's Procurement Manager during normal business hours.
- 17.5. The Mayor & City Council Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
18. AVAILABILITY OF FUNDING
 - 18.1. Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The Town may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Successful Vendor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.
19. FORCE MAJEURE
 - 19.1. Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
20. DEBRIEFING PROCESS
 - 20.1. Unsuccessful Vendors, upon request and that responded to an Invitation for Bid, will be provided a Vendor debriefing regarding the reasons that the proposal or bid submitted by the unsuccessful Vendor was not awarded the solicitation. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.
 - 20.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
21. PROTESTS
 - 21.1. To ensure fairness to all Vendors and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning contract awards.
 - 21.1.1. The Vendor will submit to the Procurement Manager a written request for a protest meeting which will be received by the Procurement Department within 14 consecutive calendar days from the date of the contract award. The Vendor's letter will contain specific reasons and any supporting documentation for the reasons, describing why they have a concern with the award. If the letter does not contain this information, or if the Procurement Manager determines that a meeting would serve no useful purpose, then the Procurement Manager may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the Vendor and refuse the protest meeting request. Otherwise, the Procurement Manager must notify the protesting Vendor within the 10-calendar day period that a protest meeting will be scheduled.
 - 21.1.2. If the protest meeting is granted, the Procurement Manager will attempt to schedule the meeting within 10 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar days from the date of the protest meeting, the Procurement Manager will respond to the Vendor in writing with the decision.
22. FEDERAL TAX IDENTIFICATION NUMBER.
 - 22.1. All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.
23. BID RESULTS
 - 23.1. Only Vendors who receive awards will be notified of Bid results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.
24. PAYMENT
 - 24.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.

25. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
- 25.1. The Town reserves the right to investigate the references and the past performance of any Vendor, including but not limited to the Vendor's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers and Vendor so agrees to the aforementioned by listing references. The Town may postpone the award or execution of the contract after the announcement of the apparent Successful Vendor in order to complete its investigation and may take the results of its investigation into account when conducting evaluations. The Town reserves the right to reject any Completed Bid Document or to reject all Completed Bid Documents at any time prior to the Town's execution of contract if it is determined to be in the best interest of the Town to do so.
26. BIDS ARE OFFERS
- 26.1. The Bid is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation for Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for sixty (60) days. The Town's award of the Contract constitutes acceptance of the offer and binds the Vendor. The Vendor must be a complete offer and fully Responsive to the Invitation for Bid.
27. CONTINGENT BIDS
- 27.1. Vendor will not make its Completed Bid Document contingent upon the Town's acceptance of Invitation for Bid, its Exhibits, or Addenda.
28. REPRESENTATIONS AND WARRANTIES
- 28.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform the Contract; (2) The individual signing for Vendor is authorized to execute this Contract on behalf of Vendor; (3) The Contract, when executed and delivered, will be a valid and binding obligation of Vendor, enforceable in accordance with its terms; (4) The work under the Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Vendor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Vendor's name, as it appears in the Contract, is Vendor's legal name, as it will appear in the Vendor's W-9, and if Vendor is an entity rather than an individual that the entity named in the Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
29. CONFLICT OF INTEREST
- 29.1. Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Vendor's full performance of the Contract. Vendor also covenants that in the performance of the Contract no person having any such interest will be employed. Vendor further covenants that its performance of the Contract will not cause any employee of the Town to violate the Town's Conflict of Interest Policy.
30. NO THIRD-PARTY BENEFICIARIES
- 30.1. The Town and Vendor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in the Contract as intended beneficiaries.
31. TIME IS OF THE ESSENCE
- 31.1. Vendor agrees that time is of the essence under the Contract.
32. ATTACHMENTS
- 32.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated in the Contract.
33. MERGER
- 33.1. THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THE CONTRACT REGARDING THE CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE

SPECIFIC PURPOSE GIVEN. VENDOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VENDOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

34. INSURANCE REQUIREMENTS

34.1. 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 Contract the following types and amounts of insurance (minimum).

34.1.1. 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.

34.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.

34.1.3. 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.

34.2. 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 commencing Work in conjunction with these Bid Documents.

34.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, 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 Contract. 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 Work performed under these Bid Documents including, but not limited to, claims under the Worker's Compensation Act.

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.

END OF SECTION

SECTION III: GENERAL CONDITIONS

1. DEFINITIONS-Wherever used in the BID DOCUMENTS, the following terms will have the meanings indicated which will be applicable to both the singular and plural thereof.
 - 1.1. Addendum - written or graphic instruments issued prior to the execution of the Contract which modifies or interprets the BID DOCUMENTS, DRAWINGS, and SCOPE OF SERVICES/SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
 - 1.2. Bid Documents – Documents that include Advertisement, Introduction, General Information, General Conditions, Supplemental General Conditions, Form of Bid, Bid Bond, Performance and Payment Bond, References, Exceptions, Individual Principal, Vendor’s Affidavit of Qualification to Bid, Non-Collusive Affidavit, Notice of Award, Notice to Proceed, Change Order, Drawings, Scope of Services and Addendum.
 - 1.3. Change Order - A written order to the Vendor authorizing an addition, deletion or revision in the Work within the general scope of the Bid Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - 1.4. Completed Bid Documents- the Vendor’s offer submitted on the prescribed form(s) setting forth the prices for the work/services to be performed.
 - 1.5. Contract Price - The total monies payable to the Vendor under the terms and conditions of the Contract.
 - 1.6. Contract Term - The number of calendar days stated in the Bid Documents for the completion of the Work
 - 1.7. Notice of Award - The written notice of the acceptance of the Completed Bid Documents from the Town to the Successful Vendor.
 - 1.8. Notice to Proceed - Written communication issued by the Town to the Vendor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
 - 1.9. Scope of Services - A part of the Bid Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
 - 1.10. Units – Individual pieces of equipment as defined above.
 - 1.11. Work - All labor necessary to complete this project as required by the Bid Documents and all materials and equipment incorporated in the work.
 - 1.12. Sub-contractor - An individual, firm or corporation having a direct contract with the Vendor or with any other Sub-contractor for the performance of a part of the Work at the site.
 - 1.13. Written Notice - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the Work thereof completed, when posted by certified or registered mail to the said party at its last given address, or delivered in person to said party or its authorized representative on the Work.
2. MATERIALS, WORK AND FACILITIES
 - 2.1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.
 - 2.2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Services. Stored materials and equipment to be incorporated in the Services will be located so as to facilitate prompt inspection.
 - 2.3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - 2.4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the Town.
 - 2.5. Materials, supplies or equipment to be incorporated into the Services will not be purchased by the Successful Vendor or the subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
3. INSPECTION AND TESTING

- 3.1. All materials and equipment used in the Services will be subject to adequate inspection and testing in accordance with generally accepted standard, as required and defined in the Bid Documents.
- 3.2. The Successful Vendor will provide at its expense the testing and inspection required by the Bid Documents.
- 3.3. If the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Services to specifically be inspected, tested, or approved by someone other than the Successful Vendor, the Successful Vendor will give the Town timely notice of readiness. The Successful Vendor will then furnish the Town the required certificates of inspection, testing or approval.
- 3.4. Inspections, tests or approvals by the Town or others will not relieve the Successful Vendor from its obligations to perform the Services in accordance with the requirements of the Bid Documents.
- 3.5. The Town's representative will at all times have access to the Services. In addition, authorized representatives and agents of any participating Federal or State Agency will be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Successful Vendor will provide proper facilities for such access and observation, inspection or testing thereof.
- 3.6. If any Services are covered contrary to the written instructions of the Town it must, if requested by the Town, be uncovered for its observation and replaced at the Successful Vendor's expense.
- 3.7. If the Town considers it necessary or advisable that covered Services be inspected or tested by others, the Successful Vendor, at the Town's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Town may require, that portion of the Services in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Service is defective, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.
4. SURVEYS, PERMITS, REGULATIONS
 - 4.1. Permits and licenses of a temporary nature necessary for the processing of the Services will be secured and paid for by the Successful Vendor unless otherwise stated in this Bid Document.
5. PROTECTION OF WORK, PROPERTY AND PERSONS
 - 5.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions and programs in connection with the Services. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Services and all materials or equipment to be incorporated therein, whether in storage on/off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - 5.2. In emergencies affecting the safety of persons or the Services or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Town prompt Written Notice of any significant changes in the Services or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
6. SUPERVISION BY SUCCESSFUL VENDOR
 - 6.1. The Successful Vendor will supervise and direct the Services. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of the Services. Successful Vendor will employ and maintain on the work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The supervisor will have full authority to act on behalf of the Successful Vendor and all communications given to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.
7. CHANGES IN THE WORK
 - 7.1. The Town may at any time, as the need arises, order changes within the Scope of Services without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document,

or in the Contract Time required for performance of the Services, an equitable adjustment will be authorized by Change Order.

7.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Services. The Successful Vendor will proceed with the performance of any changes in the Services so ordered by the Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town.

8. CHANGES IN CONTRACT PRICE

8.1. The Contract Price may be changed only by a Contract Amendment if agreed to by both parties. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:

8.1.1. Unit prices previously approved.

8.1.2. An agreed lump sum by both parties.

8.1.3. Contract price increases, if any, will only be done on an annual basis and must be supported with documentation from either the Consumer Pricing Index or the Producer Pricing Index.

8.1.4. The actual cost for labor, direct overhead, materials, supplies equipment, and other work necessary to complete the Services. In addition, there will be an added amount to be agreed upon but not to exceed five (5%) percent of the actual cost of the Services.

9. TIME FOR COMPLETION

9.1. The date of beginning and the time for completion of the Services is essential conditions of the Bid Documents. Services will be commenced on the date specified in the Contract.

9.2. The Successful Vendor will proceed with the Services at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Successful Vendor and the Town, that the Contract Time for the completion of the Services described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Services.

10. TERMINATION FOR CONVENIENCE

10.1. The Town may terminate the Contract, in whole or in part, at any time by written notice to Successful Vendor. The Successful Vendor will be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Successful Vendor will promptly submit its termination claim to the Town to be paid.

11. SUSPENSION OF WORK, TERMINATION AND DELAY

11.1. If the Successful Vendor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Successful Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Services or if it disregards the authority of the Town, or if it otherwise violates any provision of the Bid Documents, then the Town may, without prejudice to any other right or remedy and after giving the Successful Vendor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the Work of the Successful Vendor and finish possession of the Services and of all materials, equipment, tools, construction equipment, and all machinery thereon owned by the Successful Vendor will not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Services, including compensation for additional professional Services, such excess will be paid to the Successful Vendor. If such costs exceed such unpaid balance, the Successful Vendor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Town and incorporated in a Change Order.

11.2. Where the Successful Vendor's Services have been so terminated by the Town, said termination will not affect any right of the Town against the Successful Vendor then existing or which may thereafter accrue.

Any retention or payment of monies by the Town due the Successful Vendor will not release the Successful Vendor from compliance with the Bid Documents.

- 11.3. After ten (10) days from delivery of a Written Notice to the Successful Vendor from the Town, may, without prejudice to any other right or remedy, elect to abandon the Services and terminate the Contract. In such case, the Successful Vendor will be paid for all Services executed and any expense sustained plus reasonable profit.
- 11.4. If, through no act or fault of the Successful Vendor, the Services are suspended for a period of more than ninety (90) days by the Town or under an order of court or other public authority, or the Town fails to act on any request for payment within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved or awarded by arbitrators within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Town or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Successful Vendor may, after ten (10) days from delivery of a Written Notice to the Town, terminate the Contract and recover from the Town payment for all Services executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Town has failed to act on a request for payment or if the Town has failed to make any payment as aforesaid, the Successful Vendor may upon ten (10) days Written Notice to the Town stop the Services until it has been paid all amounts then due, in which event and upon resumption of the Services, Change Orders will be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the cost and delays attributable to the stoppage of the Services.
- 11.5. If the performance of all or any portion of the Services are suspended, delayed, or interrupted as a result of a failure of the Town to act within the time specified in the Bid Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time will be made by Change Order. Extension of time will be the Successful Vendor's exclusive remedy for any delay no matter how or by whom caused.

12. INDEMNIFICATION

- 12.1. The Successful Vendor will indemnify and hold harmless the Town 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 performance of the Services, 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.

13. SEPARATE CONTRACTS

- 13.1. The Town reserves the right to utilize other contracts in connection with this Services. The Successful Vendor will afford other Vendors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work of any other Successful Vendor, the Successful Vendor will inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results.
- 13.2. The Town may perform additional work related to the Services by itself, or it may let other contracts containing provisions similar to these. The Successful Vendor will afford Vendors who are parties to such Contracts (or the Town, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and will properly connect and coordinate its work with theirs.
- 13.3. If the performance of additional work by other Vendors or the Town is not noted in the Bid Documents prior to the execution of the Contract, written notice thereof will be given to the Successful Vendor prior to starting any such additional work.

14. SUBCONTRACTING

- 14.1. The Successful Vendor may utilize the work of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 14.2. The Successful Vendor will not award Services to subcontractors(S), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.
- 14.3. 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 it is for the acts and omissions of persons directly employed by them.
- 14.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Services to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the work 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.
- 14.5. Nothing contained in the Contract will create any contractual relation between any Subcontractor and the Town.
15. CITY ENGINEER'S AUTHORITY
 - 15.1. The City Engineer will act as the Town's representative during the Contract Term. He will decide questions which may arise as to quality and acceptability of materials furnished and Services performed. The City Engineer will make visits to the site and determine if the Services are proceeding in accordance with the Bid Documents.
 - 15.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials, workmanship and execution of the Services.
 - 15.3. The City Engineer will not be responsible for the means, controls, techniques, sequences, procedures, or work site safety.
16. GUARANTY
 - 16.1. Successful Vendor will, unless otherwise indicated, guarantee all materials and equipment furnished and Services performed for a minimum of one (1) year from the date of installation. Successful Vendor warrants and guarantees for a minimum of one (1) year from the date of installation of the system that the completed system is 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 Work that may be made necessary by such defects, the Town may do so and charge the Successful Vendor the cost thereby incurred.
17. SAFETY
 - 17.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to the Services.
18. COMMUNICATION
 - 18.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
 - 18.2. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.
19. SUCCESSFUL VENDOR'S SCHEDULES
 - 19.1. The Successful Vendor will prepare and submit for the Town a Vendor Schedule for the Services. The Schedule will not exceed time limits current under the Contract, will be revised at appropriate intervals as required as the conditions of the Services, will be related to the entire project required by the Contract, and will provide for expeditious and practical execution of the Services.
20. HAZARDOUS MATERIALS

- 20.1. The Vendor is responsible for compliance with the requirements of the Contract regarding hazardous materials. If the Vendor encounters a hazardous material or substance not addressed in the Contract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Vendor, the Vendor will, upon recognizing the condition, immediately stop Services in an affected area and report the condition to the Town in writing. When the material or substance has been rendered harmless, Services in the affected area will resume upon written agreement of the Town and Vendor. By Change Order, the Contract Term will be extended appropriately and the Contract Sum will be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.
- 20.2. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Vendor and its Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Services in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Subsection 21.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the part seeking indemnity.
- 20.3. If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing the Services as required by the Contract, the Town will indemnify the Vendor for all cost and expense thereby incurred.

END OF SECTION

SECTION IV: SUPPLEMENTAL GENERAL CONDITIONS

1. SAFETY
 - 1.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work
2. OTHER WORK BY THE TOWN
 - 2.1. The Town may, at any time, employ others in maintaining or altering existing facilities and equipment in any other work at the job site.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

EVALUATION

- The Town will conduct an evaluation of Completed Bid Documents. The evaluation will be completed based on the criteria below:

<u>ITEM</u>	<u>CRITERION</u>
A	Vendor Qualifications
B	Vendor Management & Staffing
C	Vendor Documentation & Record Keeping
D	Vendor Pricing

- A Vendor's final grade will be the sum of the awarded score for each criterion indicated above.
- The Town may request clarification from one or more Vendors. The Town reserves the right to make an award without further clarification of the Completed Bid Documents received. Therefore, it is important that each Completed Bid Document be submitted in the most complete manner possible.
- The Vendor shall respond to criterion below on a point by point basis. These responses shall be submitted with the remaining Bid Documents.

A. VENDOR QUALIFICATIONS

- a. Vendor shall document the number of years' experience providing inspection, testing, maintenance and repair services for elevator, escalator and platform lift systems.
- b. Vendor shall provide copies of licenses for all technicians and supervisors anticipated to perform Scope of Services.
- c. Vendor shall provide three local (i.e. within 50 miles of the Town) references for inspection, testing, maintenance and repair services for elevator, escalator and platform lift systems.
- d. Vendor shall identify if any local (i.e. within 50 miles of the Town) maintenance contracts have been terminated for nonperformance or if there were any disputes regarding

Vendor performance.

B. VENDOR MANAGEMENT & STAFFING

- a. Vendor shall provide brief summary of Vendor's anticipated approach to performing scope of services including the following:
 - i. Identify the titles, location and anticipated roles of staff that will facilitate services including accounting, sales, scheduling, supervisory and technical personnel.
 - ii. Identify regional office location performing scopes of services, number of technicians and the total number of contracts the regional office services.
 - iii. Identify the individual who will have the authority to act as the Vendor's agent and have overall responsibility for the execution of all Services.
 - iv. Describe call center capabilities and hours of operation.
- b. Vendor shall document any additional exceptions or exclusions to scope of services.

C. VENDOR DOCUMENTATION & RECORD KEEPING

- a. Vendor shall provide sample copies of the documents below that Vendor will utilize in fulfillment of the scope of services including, but not limited to, the following:
 - i. Inspection, testing and maintenance reports
 - ii. Invoices
 - iii. Proposals
- b. Vendor shall describe how documentation, logs and reports will be provided to Town staff. Clearly indicate whether any documents will be posted on-line and if any proprietary software will be required to access the records.

D. VENDOR PRICING

- a. Vendor pricing provided in the Form of Bid will be evaluated relative to other bids received.

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

END OF SECTION

REFERENCES

List three (3) references for similar Work including, facility name, address, client contact information and a description of the work performed.

Company Name:		Company Name:	
Type of Work:		Type of Work:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Work:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

Sign for Identification

Printed Name

ADDENDA ACKNOWLEDGEMENT

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

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(Name of corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

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

Witness

By: _____
Signature

Printed Name

Title

NOTICE TO PROCEED

To:

Date:

Work: : **Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems**

You are hereby notified to commence WORK in accordance with the Contract dated _____ on or before _____ you are to complete the WORK.

MAYOR & CITY COUNCIL OCEAN CITY

BY _____

Hal Adkins

Public Works Director

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 2024.

By _____

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Surety, are hereby held and firmly bound unto THE MAYOR & CITY COUNCIL OCEAN CITY as Town in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2024

The condition of the above obligation is such that whereas the Principal has submitted to _____ certain BID DOCUMENTS, attached hereto and hereby made a part hereof to enter into a contract in writing, for Downtown Recreation Center Site Construction.

NOW, THEREFORE,

(a) If said BID DOCUMENTS will be accepted and the Principal will execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID DOCUMENTS) and will furnish a BOND for its faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and will in all other respects perform the Contract created by the acceptance of said BID DOCUMENTS, then this obligation will be void, otherwise the same will remain in force and effect; it being expressly understood and agreed that the liability for the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND will be in no way impaired or affected by any extension of the time within which the TOWN may accept such BID DOCUMENTS; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Maryland.

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2024, by and between The Mayor & City Council Ocean City, hereinafter called 'Town' and _____ doing business as (an individual), (a partnership), or (a corporation) hereinafter called 'Successful Vendor'.

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the : **Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems.**
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence the Work required by the Contract Documents within fourteen (14) calendar days after the date of the Notice to Proceed to Proceed unless the period for completion is extended otherwise by the Contract Documents.
4. Successful Vendor agrees to perform all of the Work described in the Bid Documents and comply with the terms therein for the sum of \$ _____ (_____) or as shown in the Form of Bid.
5. The term 'Contract Documents' means and includes the following:
 - Advertisement
 - Section I - Introduction
 - Section II - General Information
 - Section III - General Conditions
 - Section IV - Supplemental General Conditions
 - Section V – Evaluations and Selection Process
 - References
 - Individual Principal
 - Vendor's Affidavit of Qualification to Bid
 - Non-Collusive Affidavit
 - Notice of Award
 - Notice to Proceed
 - Bid Bond
 - Performance and Payment bond
 - Contract
 - Bid Form
 - Scope of Work-Services
 - Change Order
 - ADDENDA
 - No. ___ dated _____, 2024.
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

VENDOR:

BY _____

NAME _____

TITLE _____

TOWN:

BY _____

Terrence J. McGean
CITY MANAGER

(SEAL)

ATTEST _____

NAME _____

(SEAL)

ATTEST _____

NAME _____

FORM OF BID
INSPECTION, TESTING, MAINTENANCE AND REPAIR OF ELEVATOR, ESCALATOR & PLATFORM LIFT SYSTEMS

To Whom It May Concern:

We hereby submit our Bid Documents for “Inspection, Testing, Maintenance and Repair of Elevator, Escalator & Platform Lift Systems” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

➤ **The Scope is All-inclusive. Prepare BID properly to include all-inclusive.**

Important Information –

- With respect to Scope of Services Intent...This is a “full coverage” contract. All inspection, testing, maintenance and repairs will be the financial responsibility of the Vendor except for those identified under the exclusions in paragraph 7 of scope of services.
- Per section 10 of Scope of Services, the Town reserves the right to defer maintenance on systems. Four facilities are currently under construction. Contract services will not be initiated until their construction is complete and any construction or maintenance warranty has expired. Anticipated construction completion dates are as follows:
 - Convention Center
 - Fire Station #3: October 2024
 - Life Saving Museum: June 2025
 - OCPD Downtown Substation: July 2025
 - Skate Park Admin Bldg: June 2025
- Four Convention Center systems are slated for modernization. Maintenance on these systems will be deferred during modernization and contract services will not be initiated until their modernization is complete and any maintenance warranty has expired. Anticipated dates are as follows:
 - Escalators: X thru Y
 - Large Freight Elevator: X thru Y
 - Small Freight Elevator: X thru Y
 - New Passenger Elevator: X thru Y
 - South Passenger Elevator: X thru Y
- Vendor shall provide 24/7 elevator phone monitoring with two-way communication capability per ASME A17. Vendor shall reprogram all elevator phone dialers accordingly within one week of contract commencement.
- Existing escalator registration numbers subject to change upon completion of modernization.
- Fire Station #1 elevator underwent modernization in 2022.
- Copies of monthly maintenance records shall accompany all maintenance invoices. Invoice payment shall be withheld until maintenance documentation is provided by Vendor.
- Vendors will be required to submit a performance bond.

TABLE A: BASE SCOPE OF SERVICES PRICING

ITEM	FACILITY	REGISTRATION	QTY.	MONTHLY	THREE YEAR
(#)	(name)	NO.	(months)	COST	COST
		(#)		(\$)	(\$)
1	Beach Patrol HQ	WO2321	36		
2	City Hall	WO1352	36		
3	Convention Center	WO0001	36		
4	Convention Center	WO0002	36		
5	Convention Center	WO0003	36		
6	Convention Center	WO1316	36		
7	Convention Center	WO1317	36		
8	Convention Center	WO1318	36		
9	Convention Center	WO2317	36		
10	Convention Center	WO2318	36		
11	Convention Center	WO2319	36		
12	Convention Center	WO2320	36		
13	Fire Station #1	WO1135	36		
14	Fire Station #1	WO2336	36		
15	Fire Station #3	TBD	36		
16	Fire Station #4	WO2309	36		
17	Life Saving Museum	TBD	36		
18	OCPD Downtown Substation	TBD	36		
19	Public Safety Bldg	WO1013	36		
20	Skate Park Admin	TBD	36		

GRAND TOTAL LUMP SUM BID FOR 3 YEARS FOR ALL UNITS IDENTIFIED ABOVE \$

(Labor Rates and Materials Mark-Up on next page)

TABLE B: LABOR RATES

ITEM (#)	LABOR RATES (description)	TECHNICIAN (\$/hr.)	HELPER (\$/hr.)	CREW (\$/hr.)
U-1	Straight Time			
U-2	Overtime			
U-3	Weekend/ Holiday			

TABLE C: MATERIALS MARK-UP

MARK-UP (%)

The Vendor will be required to have a Town of Ocean City, Maryland business license. Do you understand and agree to obtain this license if you organization is awarded the Work?
(Yes)____ (No)____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No)____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No)____ CHECK One.

*If you answered Yes to any of the above questions please attach documentation to your Completed Bid Document describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

Respectfully Submitted,

Signature

License Number

Title

Date

Address

(Affix Corporate Seal)

SCOPE OF WORK-SERVICES

Important Information –

- With respect to Scope of Services Intent...This is a “full coverage” contract. All inspection, testing, maintenance and repairs will be the financial responsibility of the Vendor except for those identified under the exclusions in paragraph 7 of scope of services.
- Per section 10 of Scope of Services, the Town reserves the right to defer maintenance on systems. Four facilities are currently under construction. Contract services will not be initiated until their construction is complete and any construction or maintenance warranty has expired. Anticipated construction completion dates are as follows:
 - Convention Center
 - Fire Station #3: October 2024
 - Life Saving Museum: June 2025
 - OCPD Downtown Substation: July 2025
 - Skate Park Admin Bldg: June 2025
- Four Convention Center systems are slated for modernization. Maintenance on these systems will be deferred during modernization and contract services will not be initiated until their modernization is complete and any maintenance warranty has expired. Anticipated dates are as follows:
 - Escalators: X thru Y
 - Large Freight Elevator: X thru Y
 - Small Freight Elevator: X thru Y
 - New Passenger Elevator: X thru Y
 - South Passenger Elevator: X thru Y
- Vendor shall provide 24/7 elevator phone monitoring with two-way communication capability per ASME A17. Vendor shall reprogram all elevator phone dialers accordingly within one week of contract commencement.
- Existing escalator registration numbers subject to change upon completion of modernization.
- Fire Station #1 elevator underwent modernization in 2022.
- Copies of monthly maintenance records shall accompany all maintenance invoices. Invoice payment shall be withheld until maintenance documentation is provided by Vendor.
- Vendors will be required to submit a performance bond.

This Scope of Services will pertain to the elevator, escalator and platform lift systems located in the Facilities identified in **EXHIBIT A** hereinafter referred to as the Contract Inventory. Contacts for each Facility are provided in **EXHIBIT B**.

➤ **The Scope is All-inclusive, prepare BID properly to include all-inclusive**

1. SCOPE OF SERVICES INTENT

1.1. Pro-Active Preventive Maintenance for the equipment covered by this Scope of Services to facilitate the following:

1.1.1. Consistent safe operation of equipment

- 1.1.2. Maximum operational performance of equipment
- 1.1.3. Maximum beneficial usage of equipment
- 1.1.4. Maximum life cycle of equipment
- 1.2. Vendor expressly acknowledges that the primary Intent of this Scope of Services requires the Vendor to perform all inspection, maintenance, testing and repairs required to ensure reliable, safe and code complaint operation of the Town’s elevator, escalator and platform lift systems. Furthermore, excluding those services or repairs specifically identified as Exclusions in section 7 of the Scope of Services, the Vendor expressly acknowledges their responsibility to perform all necessary services, including repairs, at no additional cost to the Town.
- 1.3. Vendor expressly acknowledges that the Town is relying on Vendor’s professional expertise in performance of Services to achieve and maintain intent.
- 1.4. For clarification, elevators, escalators, platform lifts and corresponding subsystems or ancillary devices may be referred to collectively as “Equipment” and in the singular as "Units" in the Scope of Services and in **EXHIBIT A**.
- 1.5. In the Scope of Services, “regular work hours” is hereby defined as Monday through Friday from 8:00 am to 4:30 pm.
- 1.6. For clarification, Service Calls are hereby defined as any written or verbal request by Town staff (or their representative) for service or assistance. Service and assistance includes, but is not limited to, the troubleshooting of systems that are deficient, defective, shutdown or malfunctioning.
- 1.7. For clarification, **Repairs*** are hereby defined as any billable effort requiring labor and/or materials to correct deficiencies, defects or malfunctions that meet the criteria below. The labor and/or materials utilized to complete **Repairs*** shall be billable at the corresponding rates identified in the FORM OF BID. All other repairs shall not be billable.
 - 1.7.1. Are identified under the Scope of Services section entitled EXCLUSIONS.
 - 1.7.2. Are not repairs that are required to satisfy the inspection, testing, maintenance and repair tasks as specified in Vendor Services section of the Scope of Services.
 - 1.7.3. Are not repairs required to resolve deficiencies identified by the State of Maryland DLLR Elevator and Escalator Safety division.
- 1.8. For clarification, Overtime and Weekend/ Holiday labor rates required to diagnose or correct deficiencies, defects or malfunctions in response to a Service Call are applicable unless one or more of the following criteria is true:
 - 1.8.1. Satisfies conditions identified in Section 5.2 of the Scope of Services.
 - 1.8.2. They arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Vendor, its employees, agents, sub-contractors, or others for whom it is responsible.

2. CONTRACT TERM

- 2.1. The base term of the Contract will be for the period September 1st, 2024 through August 31st, 2027 (“Term”) with the option to extend for two (2) additional three (3) year terms as mutually agreed to by both parties and contingent upon funding.
- 2.2. Should both parties agree to extend Contract term, written notice shall be provided by Vendor a minimum of ninety days in advance of Contract expiration.

3. VENDOR SERVICES

- 3.1. Vendor shall perform all inspection, testing, maintenance and repair tasks as required to maintain compliance with ASME A17.1 and A18.1.
- 3.2. Vendor shall also perform all inspection, testing, maintenance and repair tasks identified in **EXHIBITS C, D, E and F**. The tasks shall be performed at the frequencies established in the aforementioned **EXHIBITS**. Upon commencement of the Contract, the Facilities Manager will provide a maintenance checklist for each type of Equipment based on **Exhibits C, D, E and F**. On a monthly basis, Vendor shall complete and submit checklists for each unit in Contract Inventory to receive payment for services. The Town will withhold payment for services for any unit in which Vendor fails to provide completed maintenance checklists.
- 3.3. Vendor will provide 24 hour-seven day a week service capabilities.
- 3.4. Vendor shall provide 24/7 elevator phone monitoring with two-way communication capability per ASME A17. Vendor shall reprogram all elevator phone dialers accordingly within seven calendar days of contract commencement.
- 3.5. Services will include, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work and materials expressly required under the Scope of Services or reasonably inferred whether or not expressly stated herein.
- 3.6. Coordinate and follow the directives of the Town with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of Scope of Services.
- 3.7. Services will be performed as follows:
 - 3.7.1. In conformance with all provisions of these Bid Documents.
 - 3.7.2. In conformance with all legal statutes and Code requirements.
 - 3.7.3. In conformance with all applicable original equipment manufacturer's specifications.
 - 3.7.4. In conformance with the Town's rules, policies, regulations, and requirements for Services at the Facility, as modified and supplemented during Term of the Contract.
 - 3.7.5. To the Town's satisfaction.
 - 3.7.6. By qualified, careful and efficient employees in conformity with best industry practices.
 - 3.7.7. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency.
 - 3.7.8. In such manner as to minimize any annoyance, interference, or disruption to occupants of the Facility and their invitees.
- 3.8. Materials: The term "Materials" will include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials will be:
 - 3.8.1. New.
 - 3.8.2. Non-Proprietary.
 - 3.8.3. Best quality and suitable for their intended uses.
 - 3.8.4. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by the Town's Facility Manager in writing.

- 3.8.5. Parts requiring repair will be rebuilt to “like new” condition.
- 3.8.6. All lubricants will be suitable for purpose intended and will meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
- 3.8.7. All materials delivered and stored at the Facility which are intended to become part of the completed Services will pass to the Town upon installation.
- 3.8.8. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials will be permitted. Vendor will stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Scope of Services.
- 3.8.9. Lubricants, cleaning fluids and all combustible liquids will be stored in a metal cabinet in machine room and will be disposed of in accordance with Federal, State, or local jurisdiction guidelines. A metal can with lid will be provided in each machine room for temporary storage of oily rags.
- 3.8.10. Proration of equipment or materials will not be allowed, nor will partial financial responsibility for a repair.
- 3.8.11. Consideration will be given in regard to obsolescence of systems, materials or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.
- 3.9. No parts or equipment required by Services may be removed from the Facility without written approval of the Facilities Manager. This does not include renewal parts stocked on site by Vendor, which will remain Vendor’s sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.
- 3.10. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of the Town, the Town’s tenants, the Town’s employees, Vendor’s employees, and other persons on or about the Facility.
- 3.11. Repair, to the satisfaction of the Town, any damage to the Facility and adjacent areas caused by the performance of Services.
- 3.12. Additional services included at no additional cost to the Town:
 - 3.12.1. Attendance and assistance at annual third-party inspection of elevators and escalators.
 - 3.12.2. On an as needed basis, to minimize annoyance, interference or disruption to occupants of the Facility and their invitees, performance of preventive maintenance procedures and repairs of elevators and escalators during other than the normal operating hours of the Facility may be required.
 - 3.12.3. Vendor will provide annual report documenting any long-term repair/ modernization recommendations for purposes of Town fiscal planning. Annual report will include cost estimates and be transmitted to the Town’s Facilities Manager on the first day of November each year.
 - 3.12.4. Attendance and assistance during annual Fire Service and Emergency Power testing as required for both parts “A” and “B” of attached **EXHIBIT G**. Vendor will coordinate testing and assist as requested by the Town’s Fire Alarm and Generator System Vendors.

3.12.5. Vendor will perform annual Stand-By Emergency Power Test as required in part “B” of attached **EXHIBIT G**. The Town will operate generator during testing.

3.12.6. Vendor will provide copies of maintenance records, invoices, billing statements and inspection records within seven calendar days of Town’s request.

4. VENDOR’S EMPLOYEES

4.1. Vendor will have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.

4.2. Vendor will be responsible for the supervision and execution of Services by its employees. Vendor will inform the Town of the name of its Supervisor responsible for execution of Service and said Supervisor will have the authority to act as Vendor’s agent.

4.3. Vendor will employ a sufficient number of trained and capable employees to properly, adequately, safely and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of Vendor’s employees are the responsibility of the Vendor, who is in all respects the employer and Town will have no liability with respect thereto.

4.4. Vendor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If the Town, in the Town’s sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee has violated the Scope of Services by performing unsatisfactory Services, interfering with operation of the Facility, bothering or annoying any occupants, other vendors or sub-contractors at the Facility, or that such actions or conduct is otherwise detrimental to the Town, then upon receipt of the Town’s written notice, Vendor will immediately provide qualified replacement person(s).

4.5. Vendor will not engage any sub-contractors or other parties to perform Services unless first approved in writing by the Facilities Manager. The Town’s acceptance of sub-contractors or other parties will not relieve, release or affect in any manner any of Vendor’s duties, liabilities or obligations hereunder, and Vendor will at all times be and remain fully liable hereunder.

5. VENDORS HOURS AND MANNER OF WORK

5.1. Services, except as otherwise noted under the Scope of Services, will be performed during regular working hours of regular working days which is hereby defined as 8:00 am to 4:30 pm, Monday through Friday.

5.2. For Service Calls and **Repairs***, Overtime and Weekend/ Holiday labor rates will be applicable *except* under the following conditions:

5.2.1. Passenger entrapments.

5.2.2. Elevator group control system malfunctions.

5.2.3. Two (2) or more elevators out of service in any single facility.

5.2.4. One (1) or more escalators out of service in any single facility.

5.3. Response time for Service Calls:

5.4. A “Standard” Service Call is hereby defined as a low priority request for service or assistance.

5.5. An “Emergency” Service Call is hereby defined as a high priority request for service or assistance where there is the potential for injury or damage to property and equipment. It includes instances where a passenger is entrapped by an elevator, escalator or platform lift.

5.6. Response time for Standard Service Calls:

5.6.1. During the hours identified in Scope of Services section 5.1, Vendor shall arrive at the Facility within one (1) hour from time of notification of equipment problem or failure by the Town. Should the Service Call be placed after 2:30 pm, the Vendor will arrive at the Facility at 8:00 am the next business day unless requested otherwise.

5.7. Response time for Emergency Service Calls:

5.7.1. During and after the hours identified in Scope of Services section 5.1, Vendor shall arrive at the Facility within thirty (30) minutes from time of notification by the Town.

5.8. Excluding scheduled equipment repairs, if a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit will be suspended until unit is restored to use.

5.9. When equipment is down for service, Services will be coordinated with and approved by the corresponding Facility Contact, unless removal from service is necessitated for emergency repair or adjustment. At the discretion of the corresponding facility contact, Vendor may remove units from service for a reasonable time during hours identified in Item 5.1. to perform Services.

6. VENDOR'S EXECUTION OF SERVICES

6.1. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under the Scope of Services. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s) and equipment in or on these areas in a clean condition. Consistently maintain escalator machine rooms, pits and the equipment in them in a clean condition.

6.2. Check and adjust individual and/or elevator group operational system(s) at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.

6.3. Lubricate equipment at intervals recommended by original equipment Manufacturer, or as dictated by equipment use or adverse environmental conditions.

6.4. Provide replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s), and pit(s).

6.5. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

6.6. When, as a result of examination or testing of the equipment, Vendor identifies corrective action is required, Vendor will proceed expeditiously to make required repairs, replacements, and adjustments. If Vendor believes such work is not the Vendor's responsibility, provide a written report to the corresponding Facility Contact for further action with exception of a safety or potential safety situation, in which case, Vendor will immediately shut down the unit and notify the corresponding Facility Contact.

7. EXCLUSIONS

7.1. Services will be all inclusive with following exclusions only:

7.1.1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state or municipal governmental authorities subsequent to the commencement date. In the event of new or retroactive requirements, required by such Authorities, Vendor will provide written notice and proposal to Town within ten (10) working days of effective date.

- 7.1.2. Service calls, repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Vendor, its employees, sub-contractors, servants or agents, or other causes beyond the Vendor's control except ordinary wear.
- 7.1.3. Repair or replacement of Facility items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices.
- 7.1.4. Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panel(s) in machine rooms.
- 7.1.5. Lamps for normal car illumination.
- 7.1.6. Failure or fluctuations of Facility electric power, air conditioning or humidity control.
- 7.1.7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
- 7.1.8. Town loading unit in excess of its rated car capacity or load classification.
- 7.1.9. Audio and visual devices.
- 7.1.10. Underground hydraulic piping and cylinders.
- 7.1.11. Heat or smoke sensors
- 7.2. Above exclusions will apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Vendor, its employees, agents, sub-contractors, or others for whom it is responsible.

8. VENDOR COMPLIANCE WITH LAWS

- 8.1. Vendor agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing test requirements between the Scope of Services requirements and local codes or ordinances, the more stringent requirement will prevail.
- 8.2. Vendor will schedule, coordinate and complete all statutory and other equipment tests including, but not limited to, the following:
 - 8.2.1. All ASME A17.1 and A18.1 periodic inspections and tests as required by the State of Maryland.
 - 8.2.2. Annual standby power operation test(s) on elevators.
 - 8.2.3. Annual Escalator step/skirt index test.
 - 8.2.4. Monthly operational tests below. Vendor will maintain a record of findings within the elevator machine room:
 - 8.2.4.1. Firefighters' Emergency Operation: Elevators will be subjected to monthly Phase I and Phase II operation by Vendor.
 - 8.2.4.2. Car emergency lighting and battery pack.
 - 8.2.4.3. Car emergency communication device.
 - 8.2.4.4. Battery pack car lowering devices.

- 8.3. Provide Town with a minimum of five (5) working days prior notification of tests so that a Representative of the Town may witness all tests. Submit written reports to the Town's Facility Manager within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. Affix and maintain governmental jurisdiction number designation(s) on all unit equipment in the machine room(s) and pit(s) including hoist machine, pump unit, controller, car crosshead, electrical disconnect switch(es), buffer(s), etc.
- 8.4. Affix metal tags to the tested Equipment and provide Facilities Manager with written documentation clearly indicating the type of test, date of test, Vendor performing test, and applicable Code rule.
- 8.5. Vendor's failure to execute statutory tests mandated by either national or state Codes or regulations within 30 calendar days of required time constraint will subject Vendor to a \$100.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until the Town receives written notification from Vendor of completion of required test. Statutory tests include, but are not limited to Scope of Services Section 8.2. Vendor will attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by Town. Scheduling difficulties will not exempt Vendor from performing tests in compliance with applicable Code or regulatory requirements.

9. EQUIPMENT PERFORMANCE REQUIREMENTS

- 9.1. Equipment details are given in EXHIBIT A of the contract documents. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging Vendor's performance. Consistent failure to meet performance requirements will be grounds for cancellation of the contract.
- 9.2. Elevator Ride Quality:
 - 9.2.1. Horizontal and vertical acceleration within cars during all riding and door operating conditions will not exceed 20 (geared) mg peak to peak in the 1 - 10 range. Measurement criteria ISO804.
 - 9.2.2. Acceleration and deceleration will be constant and not exceed 3 feet/second² with an initial ramp between 0.5 and 0.75 seconds.
 - 9.2.3. Sustained jerk will not exceed 6 feet/second³.
- 9.3. Measured noise levels in a moving car outside the leveling zone will not exceed 55 dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in car within the leveling zone or when car is stopped will not exceed 60 dBA. There will be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion unit(s), platform(s), car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by Vendor and Town that such sounds are attributable to the design of the equipment (provided such design exception will not apply to the extent that Vendor has provided design or redesign Services under the Scope of Services or related Contract).
- 9.4. Vendor will maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. Door operation will be smooth and quiet.
- 9.5. Escalator Ride Quality:
 - 9.5.1. Horizontal acceleration during all riding conditions will not exceed 10 mg peak to peak in the 1 – 10 range. Measurement criteria is ISO804.

9.5.2. Deceleration will be constant and will not exceed 3 feet/second² in the down direction under any load condition including brake rated load.

9.6. Escalator measured noise levels in the upper and lower return and/or machine areas will not exceed 60 dBA under any condition. There will be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Vendor and Town that such sounds are attributable to the design of the equipment (provided such design exception will not apply to the extent that Vendor has provided design or redesign Services under the Contract).

10. SPECIAL CONDITIONS

10.1. The Town, at its sole judgment and discretion, will have the right to add, terminate or defer services on any Units, either temporarily or permanently. Costs associated with the addition of services, if not established in the FORM OF BID, will be negotiated with the Vendor. Should any Unit be removed from the Contract Inventory, corresponding billing shall cease immediately. The Facilities Manager will coordinate with the Vendor accordingly.

10.2. The Town, at its sole judgment and discretion, retains the right to competitively bid the repair or replacement of any Equipment owned by the Town.

10.3. Vendor shall coordinate the scheduling of Services directly with the corresponding Facility Contacts identified in **EXHIBIT B**.

10.4. Provide copies of written inspection, testing and maintenance reports to the Town's Facility Manager within ten (10) working days of completion of work. Reports shall document results and findings including any recommended corrective action(s) required and taken.

10.5. All reports shall utilize Facility names and registration numbers identified in **EXHIBIT A**.

10.6. Under no circumstances shall travel time to or from a Facility be billable. Labor rates shall only apply to the technician(s) actual time diagnosing and/or resolving the deficiencies, defects or malfunctions.

10.7. On an annual basis, Vendor shall complete part B of **EXHIBIT G** for each of the Town's elevators. The Vendor shall coordinate access and testing with corresponding Facility Contact identified in **EXHIBIT B** and the Town's fire alarm maintenance Vendor. Completed forms shall be placed in the machine room of the respective elevator and a copy shall be provided to the Facilities Manager.

10.8. At the Town's request, with respect to any maintenance, inspection and repair services, the Vendor will provide a written log indicating name of Vendor personnel, date, time of arrival, purpose of visit (i.e. service call, preventive maintenance, scheduled repair, etc.), a brief description of work accomplished, including car and/or group designation, and time of departure.

10.9. Vendor will conspicuously post work logs in each machine room. Alternately, collect preventive maintenance history and testing logs electronically within unit computer control system. Data will be accessible by Town via manual log or web access and hard copy printout at all times.

- 10.10. Vendor will maintain Town's complete set of straight-line wiring diagrams in good condition. Drawings will be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades made by Vendor during Term. The Town will be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event the contract is cancelled. If the Contract is cancelled, the Town will withhold final payment due Vendor until all as built/as modified set(s) of wiring diagrams are delivered to the Town.
- 10.11. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and handheld devices, will be maintained and upgraded by Vendor during the term of the Scope of Services.
- 10.12. Local or National inspection fees in regard to operation of equipment covered by the Scope of Services, will be paid by the Town. Fees for re-inspection due to Vendor's failure to expeditiously eliminate deficiencies covered by Services will be paid by Vendor.
- 10.13. Town may provide information to enable Vendor to render Services hereunder, or Vendor may learn information about Facilities or develop such information from Town. Vendor agrees:
- 10.13.1. To obligate Vendor's employees, sub-contractors and suppliers to treat as confidential all such information whether or not identified by Town as confidential.
- 10.13.2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Vendor may make on behalf of Town to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Town's written approval, except to the extent necessary in connection with performing Services or when required by law.
- 10.13.3. Vendor will not, in the course of performance of the contract, or thereafter, use or permit the use of Town's name or the name of any affiliate of Town, or the name, address or any picture or likeness of or reference to the Facility in any advertising, promotional or other materials prepared by or on behalf of Vendor without the prior written approval of Town City Manager or the Town's City Solicitor.
- 10.14. On an annual basis, the Vendor will transmit a certificate of insurance documenting the Vendor satisfies Town's insurance requirements for the upcoming year. The certificate shall be mailed to the following address:

Attn: Facilities Manager
Ocean City Public Works Administration
224 65th Street
Ocean City, MD 21842

11. TOWN'S RESPONSIBILITIES

- 11.1. Provide clear, safe and convenient access to the Facility and equipment rooms.
- 11.2. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switch gear and electrical feeders to unit controllers.
- 11.3. Maintain equipment room heating and air conditioning systems.
- 11.4. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
- 11.5. Prevent storage of property or other Vendors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
- 11.6. Maintain standby power generator systems and related switchgear and feeders.

- 11.7. Operate standby generator system and related switchgear during annual elevator stand-by emergency power test.
- 11.8. Maintain equipment rooms, hoistways, wellways, and pits in Code compliant dry condition.
- 11.9. Coordinate with Vendor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.
- 11.10. During Facility construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

12. TOWN'S RIGHT TO AUDIT SERVICES

- 12.1. The Town reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled per the Contract. Deficiencies noted will be submitted, in writing, to the Vendor. Vendor will expeditiously correct deficiencies within thirty (30) working days at its expense.
- 12.2. A qualified vertical transportation consultant may be retained by Town to perform audit of Services and mediate disputes.

13. INVOICING AND PAYMENT

- 13.1. During term of the Contract, the Town will pay the Vendor after receipt and approval of Vendor's invoices by the Facilities Manager, subject to the following:
 - 13.1.1. For inspection, testing, and maintenance services:
 - 13.1.1.1. These services shall be invoiced on a monthly basis.
 - 13.1.1.2. A single invoice shall be submitted for all Facilities. It shall be itemized on a per unit basis with costs corresponding to TABLE A in the FORM OF BID.
 - 13.1.1.3. The facility name shall be reflected for each unit itemized on the invoice.
 - 13.1.1.4. Completed checklists for each corresponding Facility have been provided to the Facilities Manager.
 - 13.1.1.5. Services must be complete at *all Facilities*. Payment authorization will be withheld until *all tasks* are completed at *all Facilities*.
 - 13.1.2. For Service Calls and **Repairs***:
 - 13.1.2.1. Work shall be complete and invoice shall identify Facility name, technician's name(s) and date, time and description of services rendered.
 - 13.1.2.2. Invoices shall be on a time and material basis with labor and material costs itemized on invoice. The labor and material costs shall be based on the labor rates and material mark-up identified in TABLE B and TABLE C of the FORM OF BID.
 - 13.1.2.3. Invoices shall not contain any surcharges or fees (e.g. mileage, fuel, truck, trip, environmental, union expenses, waste, etc.) whatsoever.
- 13.2. All invoices shall reflect location(s) of service per the Facility names identified in **EXHIBIT A**.
- 13.3. All invoices shall be transmitted via email within fourteen calendar days from the date of service completion. Invoices pertaining to item 13.1.1. above shall be emailed directly to the Town's Facilities Manager (kkoval@oceancitymd.gov) for review and approval. Invoices pertaining to item 13.1.2 above shall be emailed directly to corresponding Primary contact as identified in **EXHIBIT B** and "cc'd" to Facilities Manager (kkoval@oceancitymd.gov).

- 13.4. Upon request of the Facilities Manager, the Vendor shall provide invoice(s) associated with materials purchased by the Vendor.
- 13.5. The Town, at its sole judgment and discretion, will have the right to invalidate any invoice received sixty calendar days after date of service completion. Accordingly, the Vendor shall issue a credit memo to the Facilities Manager upon request.

14. PROPOSALS

- 14.1. When deficiencies are identified during inspection, testing and maintenance services, the Vendor shall promptly submit a Repair proposal to correct identified deficiencies. The proposals must:
- 14.1.1. Be on a time and material not-to-exceed basis with labor and material costs rates corresponding to TABLE B and TABLE C of the FORM OF BID.
 - 14.1.2. Itemize the estimated labor and material charges for each task required to correct deficiencies.
 - 14.1.3. Be emailed to Facility Manager within ten calendar days from the date the deficiencies are identified.

15. NOTICES

- 15.1. All notices which are required to be given hereunder will be in writing and will be sent to the address of the parties to the Contract or such other address as the parties may designate by notice given in accordance with the provisions of this clause. All notices will be deemed duly served if sent by one party to the other party, via registered or certified mail, return receipt requested, postage prepaid, to the address of the parties to the Contract.
- 15.2. Each party will notify the other when they become aware of the death or injury to any person or damage to the Facility arising from the use of the Equipment.

16. FORM OF BID

- 16.1. The costs for inspection, testing and maintenance services as specified in VENDOR SERVICES section of the SCOPE OF SERVICES shall be documented in TABLE A of the FORM OF BID.
- 16.2. Hourly labor rates for Service Calls and **Repairs*** shall be documented in TABLE B of the FORM OF BID. "Straight Time" is for labor occurring during regular working hours. "Overtime" is for labor occurring after regular working hours but excludes weekends and holidays. "Weekend/Holiday" is for labor occurring on weekends and federal holidays.
- 16.3. Materials mark-up shall be documented in TABLE C of the FORM OF BID. Materials mark-up represents the percentage of cost over the catalog or list price the Vendor will charge for materials required for **Repairs***. Vendor will provide catalog or list price data for materials if requested by the Town.
- 16.4. *The Town will not be liable for any charges that are not documented in the FORM OF BID.*

Exhibit A: Contract Inventory

EXHIBIT A: CONTRACT INVENTORY

LOCATION	REGISTRATION # TYPE	MANUFACTURER INSTALLATION YEAR	APPLICABLE CODE YEAR MACHINE TYPE	CAPACITY (lbs.) CONTRACT SPEED (fpm)	# OF STOPS
Beach Patrol HQ	WO2321	Delaware Elevator Co.	2013	3,500	3
	Passenger Elevator	2015	In-Ground Hydraulic	100	
City Hall	WO1352	Delaware Elevator Co.	1987	3,500	2
	Passenger Elevator	1988	Holeless Hydraulic	125	
Convention Center	WO1316	Montgomery Elevator Co.	1971	2,500	4
	Passenger Elevator	1983	In-Ground Hydraulic	125	
Convention Center	WO0001	Montgomery Elevator Co.	1996	3,500	4
	Passenger Elevator	1997	In-Ground Hydraulic	125	
Convention Center	WO1318	MCE	1971	8,000	2
	Freight Elevator	1970	In-Ground Hydraulic	100	
Convention Center	WO1317	Delaware Elevator Co.	2009	20,000	2
	Freight Elevator	1969	In-Ground Hydraulic	100	
Convention Center	WO002	Otis Elevator Co.	2019	TBD	2
	Escalator	2025	Escalator	100	
Convention Center	WO003	Otis Elevator Co.	2019	TBD	2
	Escalator	2025	Escalator	100	
Convention Center	WO2317	Garaventa- Genesis Opal	2011	750	2
	Wheelchair Lift	2014	Screw-Drive	17	
Convention Center	WO2318	Garaventa- Genesis Opal	2011	750	2
	Wheelchair Lift	2014	Screw-Drive	17	
Convention Center	WO2319	Garaventa- Genesis Opal	2011	750	2
	Wheelchair Lift	2014	Screw-Drive	17	
Convention Center	WO2320	Garaventa- Genesis Shaftway	2011	750	2
	Wheelchair Lift	2014	Hydraulic	17	
Fire Station #1	WO1135	Southeastern Elevator	2016	4,000	2
	Passenger Elevator	1977	In-Ground Hydraulic	100	
Fire Station #1	WO2336	Savaria	2014	750	2
	Wheelchair Lift	2016	Screw-Drive	8	
Fire Station #3	TBD	Delaware Elevator Co.	2019	3,500	2
	Passenger Elevator	2024	Holeless Hydraulic	125	
Fire Station #4	WO2309	ThyssenKrupp	2010	3,500	2
	Passenger Elevator	2014	Holeless Hydraulic	110	
Life Saving Museum	TBD	Delaware Elevator Co.	TBD	4,000	2
	Passenger Elevator	TBD	Holeless Hydraulic	100	
OCPD Downtown Substation	TBD	Delaware Elevator Co.	TBD	4,000	3
	Passenger Elevator	2025	Holeless Hydraulic	125	
Public Safety Bldg	WO1013	Cemco	1993	3,500	3
	Passenger Elevator	1994	In-Ground Hydraulic	125	
Skate Park Admin Bldg	TBD	Delaware Elevator Co.	TBD	2,500	2
	Passenger Elevator	2025	Holeless Hydraulic	75	

Exhibit B: Facility Addresses & Contacts

EXHIBIT B: FACILITY ADDRESSES		
FACILITY/ SITE NAME	DEPARTMENT	ADDRESS
Beach Patrol HQ	BEACH PATROL	109 Talbot Street
City Hall	CITY HALL	301 Baltimore Avenue
Convention Center	CONVENTION CENTER	4001 Coastal Highway
Fire Station 1	FIRE DEPT.	1409 Philadelphia Avenue
Fire Station 3	FIRE DEPT.	6503 Coastal Highway
Fire Station 4	FIRE DEPT.	12925 Coastal Highway
Life Saving Museum	MUSEUM	813 South Atlantic Avenue
OCPD Downtown Substation	POLICE DEPT.	400 South Baltimore Avenue
Public Safety Bldg	POLICE DEPT.	6501 Coastal Highway
Skate Park Admin Bldg	RECREATION & PARKS	300 3rd Street

EXHIBIT B: FACILITY CONTACTS					
DEPARTMENT	TYPE	NAME	TITLE	PHONE #	EMAIL
BEACH PATROL	PRIMARY	Ward Kovacs	2nd Lieutenant	(410) 241-5121	WKovacs@oceancitymd.gov
	SECONDARY	Mike Stone	2nd Lieutenant	(410) 641-6699	MStone@oceancitymd.gov
CITY HALL	PRIMARY	Terry McGean	City Manager	(410) 289-8933	TMcgean@oceancitymd.gov
	SECONDARY	JR Harmon	Deputy City Manager	(410) 520-5317	EHarmon@oceancitymd.gov
CONVENTION CENTER	PRIMARY	DJ Lockwood	Maintenance Manager	(410) 723-8612	DLockwood@oceancitymd.gov
	SECONDARY	Reatta Tate	Operations Manager	(410) 723-8604	RTate@oceancitymd.gov
FIRE DEPT.	PRIMARY	Chris Shaffer	Deputy Chief	(443) 235-4430	CShaffer@oceancitymd.gov
	SECONDARY	Mike Hastings	Maintenance Manager	(410) 726-8216	rhastings74@verizon.net
MUSEUM	PRIMARY	Christine Okerblom	Curator	(443) 614-9938	COkerblom@oceancitymd.gov
	SECONDARY	Cara Downey	Assistant Curator	(603) 437-9259	CDowney@oceancitymd.gov
POLICE DEPT.	PRIMARY	James Runkles	Asst. Commander, Support Services Div.	(410) 520-5335	JRunkles@oceancitymd.gov
	SECONDARY	Charlie Dorman	Building Equipment Specialist	(443) 880-3602	JDorman@oceancitymd.gov
RECREATION & PARKS	PRIMARY	Shelby Calaman	Facilities Supervisor	(410) 250-0125	SCalaman@oceancitymd.gov
	SECONDARY	Mike Redner	Maintenance Manager	(410) 250-0125	MRedner@oceancitymd.gov

Exhibit C: Preventative Maintenance Tasks – Hydraulic Elevators

EXHIBIT C: PREVENTIVE MAINTENANCE TASKS- HYDRAULIC ELEVATORS

TASK	FREQUENCY
VERIFY AND DOCUMENT FIREFIGHTER'S EMERGENCY OPERATION (PHASE I AND II)	MONTHLY
CHECK CONDITION OF GLASS, PANELS, HANDRAILS, CAR LIGHTING AND FIXTURES.	MONTHLY
CHECK CONDITION OF LINE STARTER CONTACTOR(S), MOUNTINGS AND CONTACTS.	MONTHLY
CHECK RELAY CONTACTS FOR EXCESSIVE BURNING AND PROPER CONTACT WIPE.	MONTHLY
CHECK CABINET COOLING FANS FOR OPERATION.	MONTHLY
CHECK OPERATION OF INSPECTION STATION & LIGHT. VERIFY LIGHT GUARD IS IN PLACE.	MONTHLY
VERIFY EMERGENCY EXIT DOORS ARE SECURE.	MONTHLY
CHECK OPERATION OF ALL SIGNAL LIGHTS, LANTERNS AND GONGS.	MONTHLY
CHECK PIT SWITCH & LIGHT FOR PROPER OPERATION. CHECK THAT PIT LIGHT GUARD IS IN PLACE.	MONTHLY
CHECK HALL CALL BUTTON OPERATION.	MONTHLY
CLEAN PIT.	MONTHLY
CHECK PISTON AND HYDRAULIC PIPE FOR SIGNS OF LEAKAGE AND RUST.	MONTHLY
EXAMINE AND CLEAN PUMP UNIT, MUFFLER, HYDRAULIC PIPE, CONTROLLER AND FLOOR. REMOVE TRASH.	MONTHLY
CHECK JACK PACKING GLAND FOR EXCESS LEAKAGE. EMPTY FLUID CATCH IF NEEDED.	MONTHLY
CHECK FOR OIL LEAKAGE AROUND VALVES AND PUMP.	MONTHLY
CHECK OIL RESERVOIR FOR PROPER FLUID LEVEL. RECORD NEW FLUID ADDED (IN GALLONS).	MONTHLY
CHECK DOOR CLUTCH AND RESTRICTIVE CLUTCH OPERATION, WEAR, CLEARANCE AND ALIGNMENT. LUBRICATE PIVOT POINTS.	QUARTERLY
VERIFY CERTAIN SAFETY EDGE MOUNTINGS ARE SECURE. LUBRICATE PIVOT POINTS. CHECK CONDITION OF NYLON RETRACTING CLIP.	QUARTERLY
DISASSEMBLE & CLEAN DOOR (GATE) CONTACT. CHECK GATE SWITCH ROLLER FOR WEAR. CHECK FOR CONTACT WIPE.	QUARTERLY
CHECK FOR PROPER RUNNING CLEARANCE BETWEEN DOOR PANELS, DOOR JAMBS AND HEADER. CHECK CONDITION OF GIBS & SILLS.	QUARTERLY
CLEAN AND CHECK ALIGNMENT OF ELECTRIC EYE & REFLECTOR/RECEIVER.	QUARTERLY
CHECK PEAK AND SYSTEM CLOCKS FOR CORRECT TIME.	QUARTERLY
CHECK, CLEAN AND LUBRICATE OPERATOR	QUARTERLY
CHECK CAM'S AND MICROSWITCHES	QUARTERLY
CHECK TIGHTNESS OF CAM SET SCREWS, LEVERS AND FASTENINGS	QUARTERLY
CHECK DOOR TORQUE. SETTING SHOULD NOT EXCEED MANUFACTURER SPECIFICATIONS	QUARTERLY
CHECK NUDGING OPERATION	QUARTERLY
CHECK DOOR OPENING AND CLOSING SPEEDS. ALL GROUP CARS SHOULD BE EQUAL.	QUARTERLY
CHECK BELT TENSION AND SHAFT BEARINGS FOR WEAR. MAKE CERTAIN DOOR OPERATOR COVER IS SECURELY FASTENED.	QUARTERLY
CLEAN CAR TOP.	QUARTERLY
CHECK LEVELING SWITCHES.	QUARTERLY
LUBRICATE AND CLEAN CAR FAN OR BLOWER.	QUARTERLY
CHECK OIL RESERVOIR LEVELS IN RAIL LUBRICATORS.	QUARTERLY
CHECK CAR EMERGENCY LIGHT FOR PROPER OPERATION.	QUARTERLY
CHECK ALL SHEAVE FASTENINGS AND GROOVES. CHECK SHEAVE GROOVES FOR WEAR.	QUARTERLY
CHECK ADJUSTMENT OF CAR SHOES AND/OR ROLLER GUIDES. LUBRICATE GUIDE SHOE STEMS.	QUARTERLY
CLEAN AND APPLY LIGHT FILM OF OIL ON TAPE, CABLE OR CHAINS,	QUARTERLY
CHECK V-BELTS FOR WEAR AND CORRECT TENSION	QUARTERLY
CHECK HOSES AND GASKETS FOR DETERIORATION	QUARTERLY
CHECK RETIRING CAM FOR PROPER OPERATION. LUBRICATE PIVOT POINTS	QUARTERLY
CHECK AND CLEAN TRACKS, SHEAVES/SPROCKETS & CHAINS. CHECK RELATING CABLE.	SEMI-ANNUALLY
CHECK ECCENTRICS ROLLERS CLEARANCE. VERIFY CLEARANCE IS WITHIN MANUFACTURER SPECIFICATIONS.	SEMI-ANNUALLY
CLEAN DUST FROM CONTROLLER AND FILTERS.	SEMI-ANNUALLY
CHECK ALL RESISTANCE TUBES, GRIDS AND CONNECTIONS.	SEMI-ANNUALLY
CHECK LIMIT SWITCHES BY HAND FOR PROPER OPERATION.	SEMI-ANNUALLY
CLEAN LIMIT SWITCH CONTACTS, ROLLERS AND CHECK FOR WEAR. CHECK LIMIT SWITCH CAM ALIGNMENT.	SEMI-ANNUALLY
CHECK OIL LEVEL IN BUFFERS. CHECK ALIGNMENT OF BUFFER TO STRIKE PLATE. MAKE SURE FASTENINGS ARE SECURE.	SEMI-ANNUALLY
CHECK AND CLEAN SWITCHES, FLOOR BARS CONTACTS, BRUSHES & HOLDERS.	SEMI-ANNUALLY
CHECK SPRINGS, SHUNTS AND FASTENINGS.	SEMI-ANNUALLY
CHECK CONDITION OF TRAVEL CABLE WIRE. CHECK WIRE CONNECTIONS FOR TIGHTNESS.	SEMI-ANNUALLY
CHECK CONDITION OF SELSYN MOTOR BRUSHES.	SEMI-ANNUALLY
CHECK AND LUBRICATE SELECTOR SHEAVES AND GEARING.	SEMI-ANNUALLY
CHECK CONDITION OF SELECTOR CABLE OR TAPE AND HITCHES. CHECK OPERATION OF SLACK CABLE SWITCH.	SEMI-ANNUALLY

---CONTINUED ON NEXT PAGE---

EXHIBIT C (cont'd) : PREVENTIVE MAINTENANCE TASKS- HYDRAULIC ELEVATORS

TASK	FREQUENCY
CHECK WIRE CONNECTIONS FOR TIGHTNESS AND RELAY SHUNTS FOR WEAR.	ANNUALLY
CHECK POWER SUPPLY AND CALIBRATION VOLTAGES.	ANNUALLY
CHECK LOW OIL PROTECTION TIMER FOR PROPER OPERATION.	ANNUALLY
CHECK SETTINGS AND OPERATION OF OVERLOADS.	ANNUALLY
REMOVE AND CLEAN FUSE. CLEAN FUSE HOLDERS.	ANNUALLY
CHECK OPERATION AND ADJUSTMENT OF INTERLOCK, HOOK AND PICKUP ROLLER ASSEMBLIES.	ANNUALLY
CHECK CONDITION & ALIGNMENT OF ROLLER & LIFT ROD.	ANNUALLY
CHECK HOOK-TO-BOX CLEARANCE.	ANNUALLY
CLEAN TRACKS & SHEAVES/SPROCKETS FOR WEAR AND CHAINS FOR STRETCH. CHECK CONDITION OF RELATING CABLE.	ANNUALLY
CHECK DOOR CLOSER (REEL, WEIGHTED OR SPRING-TYPE)	ANNUALLY
CHECK CONDITION OF DOOR GIBS, SILLS AND STRUTS.	ANNUALLY
CHECK FOR PROPER RUNNING CLEARANCE BETWEEN DOOR PANELS, DOOR JAMBS AND HEADER.	ANNUALLY
CHECK ECCENTRICS ROLLERS CLEARANCE. VERIFY CLEARANCE IS WITHIN MANUFACTURER SPECIFICATIONS.	ANNUALLY
CHECK ALL CAR MOUNTED CAMS AND SWITCHES.	ANNUALLY
CHECK CONDITION OF EACH CAB STABILIZER.	ANNUALLY
CHECK SUPPORTS FOR HYDRAULIC PIPE.	ANNUALLY
CHECK TERMINAL SLOWDOWN CAM FASTENINGS.	ANNUALLY
MAKE SURE PISTON AND PLATEN PLATE FASTENINGS ARE SECURE.	ANNUALLY
CLEAN HOISTWAY, RAILS AND CAR SIDES.	ANNUALLY
CHECK TRAVEL CABLE FOR DAMAGE, TWISTING OR CHAFING. MAKE CERTAIN FASTENINGS ARE SECURE.	ANNUALLY
CHECK GUIDE RAIL CLIPS, BRACKETS AND FASTENINGS FOR TIGHTNESS.	ANNUALLY
CHECK STILES FOR CRACKS, BENDS, RUST OR LOOSE BOLTS. CHECK SLANT RODS AND NUTS FOR TIGHTNESS.	ANNUALLY
LUBRICATE PUMP MOTOR PER MANUFACTURER'S INSTRUCTION	ANNUALLY
CHECK VALVE, MUFFLER AND MOUNTING BOLTS FOR TIGHTNESS	ANNUALLY

Exhibit D: Preventive Maintenance Tasks-Escalators

EXHIBIT D: PREVENTIVE MAINTENANCE TASKS- ESCALATORS			
COMPONENT	LOCATION	TASK	FREQUENCY
Controller PCB Rechargeable Battery	Controller	Inspect condition and function	MONTHLY
Broken Step & Chain Wheel Control Contact	Incline Section	Inspect fastening, adjustment and function	MONTHLY
Brush Guard	Incline Section	Inspect for wear	MONTHLY
Escalator Exterior	Incline Section	While running, observe for unusual noise or running qualities	MONTHLY
Handrail Drive Chain	Incline Section	Check tension, wear, noise and vibration. Adjust per manufacturer requirements as needed.	MONTHLY
Handrails	Incline Section	Check/ adjust per manufacturer requirements as needed	MONTHLY
Handrails	Incline Section	Check for wear, noise, vibration and temperature	MONTHLY
Skirt Panel Lighting	Incline Section	Inspect condition and function. Clean as needed.	MONTHLY
Step Chain	Incline Section	Check condition and elongation. Adjust per manufacturer requirements as needed.	MONTHLY
Step Chain Roller	Incline Section	Check for wear, noise, vibration and free rotation	MONTHLY
Step Chain Roller Monitoring Switch	Incline Section	Inspect fastening, adjustment and function	MONTHLY
Step Roller	Incline Section	Check step clearances, elongation, noise and vibration	MONTHLY
Steps	Incline Section	Check for wear, noise, vibration and free rotation	MONTHLY
Circuit Breaker (Plug/Switch)	Lower Landing Inside	Inspect condition and function	MONTHLY
Floor Plate Control Switch	Lower Landing Inside	Inspect fastening, adjustment and function. Adjust per manufacturer requirements as needed.	MONTHLY
Inspection Device	Lower Landing Inside	Inspect condition and function	MONTHLY
Lower Landing	Lower Landing Inside	Clean and remove debris water where required	MONTHLY
Tension Carriage (Spring)	Lower Landing Inside	Inspect fastening, adjustment and function	MONTHLY
Tension Carriage Shaft	Lower Landing Inside	Inspect condition and function	MONTHLY
Combplate Safety Device	Lower Landing Outside	Inspect condition and function	MONTHLY
Combs	Lower Landing Outside	Check screws, replace if more than two teeth are broken	MONTHLY
Control Panel	Lower Landing Outside	Inspect condition and function	MONTHLY
Floorplate & Frame	Lower Landing Outside	Inspect visually for wear (tripping hazard)	MONTHLY
Handrail Entry Device	Lower Landing Outside	Inspect condition and function	MONTHLY
Handrail Guidance Curve	Lower Landing Outside	Inspect visually for wear	MONTHLY
Key Operated Start Switch	Lower Landing Outside	Inspect condition and function	MONTHLY
Newel Bow	Lower Landing Outside	Inspect condition, check for noise and wear of bearings	MONTHLY
Newel Bow	Lower Landing Outside	Clean	MONTHLY
Stop Button	Lower Landing Outside	Inspect condition and function	MONTHLY
Traffic Light/ Direction Indicator	Lower Landing Outside	Inspect condition and function	MONTHLY
Brake	Machine	Inspect condition and adjustment	MONTHLY
Brake Lever	Machine	Inspect for movement & adjustment	MONTHLY
Brake Lifting Device	Machine	Inspect condition and function	MONTHLY
Brake Lifting Wear Contact	Machine	Inspect condition and function	MONTHLY
Brake Lining	Machine	Visual inspection, wear and braking distance requirements	MONTHLY
Gearbox Machine	Machine	Check oil level, sealing and unusual noise	MONTHLY
Transmission Gear	Machine	Check oil level, sealing and unusual noise	MONTHLY
Automatic Oil Lubrication (Proximity Switch, Nozzles, Brushes, Relays)	Machine Room	Inspect for oil leakage, adjustment and function	MONTHLY
Floorplate Control Switch	Machine Room	Inspect fastening, adjustment and function	MONTHLY
Inspection Device	Machine Room	Inspect condition and function	MONTHLY
Machine Room	Machine Room	Clean	MONTHLY
Main Drive Chain	Machine Room	Inspect condition and function	MONTHLY
Main Drive Chain Control Contact	Machine Room	Inspect fastening, adjustment and function	MONTHLY
Main Switch, Circuit Breaker, Plug/Switch	Machine Room	Inspect condition and function	MONTHLY
Combplate Safety Device	Upper Landing Outside	Inspect condition and function	MONTHLY
Combs	Upper Landing Outside	Check screws, replace if more than two teeth are broken	MONTHLY
Control Panel	Upper Landing Outside	Inspect condition and function	MONTHLY
Floorplate & Frame	Upper Landing Outside	Inspect visually for wear (tripping hazard)	MONTHLY
Handrail Entry Device	Upper Landing Outside	Inspect condition and function	MONTHLY
Key Operated Start Switch	Upper Landing Outside	Inspect condition and function	MONTHLY
Newel Bow	Upper Landing Outside	Inspect condition, check for noise and wear of bearings	MONTHLY
Newel Bow	Upper Landing Outside	Clean	MONTHLY
Stop Button	Upper Landing Outside	Inspect condition and function	MONTHLY
Traffic Light/ Direction Indicator	Upper Landing Outside	Inspect condition and function	MONTHLY
Warning Signs & Symbols	Upper Landing Outside	Inspect condition	MONTHLY
Handrail Drive System	Incline Section	Inspect condition and adjustment	QUARTERLY
Handrail Drive Tensioning Sprocket/ Bearings	Incline Section	Check for wear, noise and vibration	QUARTERLY
Handrail Guide Rollers	Incline Section	Check for wear, noise and vibration	QUARTERLY
Handrail Length Compensation	Incline Section	Inspect condition and adjust per manufacturer's requirements as needed	QUARTERLY
Turnaround Track	Incline Section	Inspect condition	QUARTERLY
Unloading Track	Incline Section	Check for wear, noise and vibration	QUARTERLY
Broken Step Chain Device	Lower Landing Inside	Inspect condition, fastening and adjustment. Adjust per manufacturer requirements as needed.	QUARTERLY

EXHIBIT D: PREVENTIVE MAINTENANCE TASKS- ESCALATORS

COMPONENT	LOCATION	TASK	FREQUENCY
Controller PCB Rechargeable Battery	Controller	Inspect condition and function	MONTHLY
Broken Step & Chain Wheel Control Contact	Incline Section	Inspect fastening, adjustment and function	MONTHLY
Brush Guard	Incline Section	Inspect for wear	MONTHLY
Escalator Exterior	Incline Section	While running, observe for unusual noise or running qualities	MONTHLY
Handrail Drive Chain	Incline Section	Check tension, wear, noise and vibration. Adjust per manufacturer requirements as needed.	MONTHLY
Handrails	Incline Section	Check/ adjust per manufacturer requirements as needed	MONTHLY
Handrails	Incline Section	Check for wear, noise, vibration and temperature	MONTHLY
Skirt Panel Lighting	Incline Section	Inspect condition and function. Clean as needed.	MONTHLY
Step Chain	Incline Section	Check condition and elongation. Adjust per manufacturer requirements as needed.	MONTHLY
Step Chain Roller	Incline Section	Check for wear, noise, vibration and free rotation	MONTHLY
Step Chain Roller Monitoring Switch	Incline Section	Inspect fastening, adjustment and function	MONTHLY
Step Roller	Incline Section	Check step clearances, elongation, noise and vibration	MONTHLY
Steps	Incline Section	Check for wear, noise, vibration and free rotation	MONTHLY
Circuit Breaker (Plug/Switch)	Lower Landing Inside	Inspect condition and function	MONTHLY
Floor Plate Control Switch	Lower Landing Inside	Inspect fastening, adjustment and function. Adjust per manufacturer requirements as needed.	MONTHLY
Inspection Device	Lower Landing Inside	Inspect condition and function	MONTHLY
Lower Landing	Lower Landing Inside	Clean and remove debris water where required	MONTHLY
Tension Carriage (Spring)	Lower Landing Inside	Inspect fastening, adjustment and function	MONTHLY
Tension Carriage Shaft	Lower Landing Inside	Inspect condition and function	MONTHLY
Combplate Safety Device	Lower Landing Outside	Inspect condition and function	MONTHLY
Combs	Lower Landing Outside	Check screws, replace if more than two teeth are broken	MONTHLY
Control Panel	Lower Landing Outside	Inspect condition and function	MONTHLY
Floorplate & Frame	Lower Landing Outside	Inspect visually for wear (tripping hazard)	MONTHLY
Handrail Entry Device	Lower Landing Outside	Inspect condition and function	MONTHLY
Handrail Guidance Curve	Lower Landing Outside	Inspect visually for wear	MONTHLY
Key Operated Start Switch	Lower Landing Outside	Inspect condition and function	MONTHLY
Newel Bow	Lower Landing Outside	Inspect condition, check for noise and wear of bearings	MONTHLY
Newel Bow	Lower Landing Outside	Clean	MONTHLY
Stop Button	Lower Landing Outside	Inspect condition and function	MONTHLY
Traffic Light/ Direction Indicator	Lower Landing Outside	Inspect condition and function	MONTHLY
Brake	Machine	Inspect condition and adjustment	MONTHLY
Brake Lever	Machine	Inspect for movement & adjustment	MONTHLY
Brake Lifting Device	Machine	Inspect condition and function	MONTHLY
Brake Lifting Wear Contact	Machine	Inspect condition and function	MONTHLY
Brake Lining	Machine	Visual inspection, wear and braking distance requirements	MONTHLY
Gearbox Machine	Machine	Check oil level, sealing and unusual noise	MONTHLY
Transmission Gear	Machine	Check oil level, sealing and unusual noise	MONTHLY
Automatic Oil Lubrication (Proximity Switch, Nozzles, Brushes, Relays)	Machine Room	Inspect for oil leakage, adjustment and function	MONTHLY
Floorplate Control Switch	Machine Room	Inspect fastening, adjustment and function	MONTHLY
Inspection Device	Machine Room	Inspect condition and function	MONTHLY
Machine Room	Machine Room	Clean	MONTHLY
Main Drive Chain	Machine Room	Inspect condition and function	MONTHLY
Main Drive Chain Control Contact	Machine Room	Inspect fastening, adjustment and function	MONTHLY
Main Switch, Circuit Breaker, Plug/Switch	Machine Room	Inspect condition and function	MONTHLY
Combplate Safety Device	Upper Landing Outside	Inspect condition and function	MONTHLY
Combs	Upper Landing Outside	Check screws, replace if more than two teeth are broken	MONTHLY
Control Panel	Upper Landing Outside	Inspect condition and function	MONTHLY
Floorplate & Frame	Upper Landing Outside	Inspect visually for wear (tripping hazard)	MONTHLY
Handrail Entry Device	Upper Landing Outside	Inspect condition and function	MONTHLY
Key Operated Start Switch	Upper Landing Outside	Inspect condition and function	MONTHLY
Newel Bow	Upper Landing Outside	Inspect condition, check for noise and wear of bearings	MONTHLY
Newel Bow	Upper Landing Outside	Clean	MONTHLY
Stop Button	Upper Landing Outside	Inspect condition and function	MONTHLY
Traffic Light/ Direction Indicator	Upper Landing Outside	Inspect condition and function	MONTHLY
Warning Signs & Symbols	Upper Landing Outside	Inspect condition	MONTHLY
Handrail Drive System	Incline Section	Inspect condition and adjustment	QUARTERLY
Handrail Drive Tensioning Sprocket/ Bearings	Incline Section	Check for wear, noise and vibration	QUARTERLY
Handrail Guide Rollers	Incline Section	Check for wear, noise and vibration	QUARTERLY
Handrail Length Compensation	Incline Section	Inspect condition and adjust per manufacturer's requirements as needed	QUARTERLY
Turnaround Track	Incline Section	Inspect condition	QUARTERLY
Unloading Track	Incline Section	Check for wear, noise and vibration	QUARTERLY
Broken Step Chain Device	Lower Landing Inside	Inspect condition, fastening and adjustment. Adjust per manufacturer requirements as needed.	QUARTERLY

Exhibit E: Preventive Maintenance Tasks-Screw-Drive Wheelchair Lifts

EXHIBIT E: PREVENTIVE MAINTENANCE TASKS- SCREW-DRIVE WHEELCHAIR LIFTS	
TASK	FREQUENCY
TIGHTEN ALL FASTENING ANCHORS	SEMI-ANNUALLY
INSPECT RAMP FOR PROPER OPERATION	SEMI-ANNUALLY
LUBRICATE RAMP LINKAGE AND HINGES WITH LIGHT WEIGHT OIL	SEMI-ANNUALLY
CHECK GATE HINGES AND ADJUST SPEED OF GATE CLOSER	SEMI-ANNUALLY
INSPECT ALL TRAVEL CABLES FOR EXCESSIVE WEAR. REPLACE AS NECESSARY.	SEMI-ANNUALLY
CLEAN ACME SCREW AND CHECK GREASE CANISTER.	SEMI-ANNUALLY
CLEAN MAST GUIDE CHANNELS.	SEMI-ANNUALLY
VERIFY PROPER CONDITION & TENSION OF DRIVE BELT.	SEMI-ANNUALLY
CHECK ALL BOLTS SECURING MAST RAILS	ANNUALLY
CHECK MOTOR BELT TENSION. ADJUST IF NECESSARY.	ANNUALLY
CHECK ALL BOLTS SECURING MOTOR	ANNUALLY
CHECK BOLTS SECURING TOP & BOTTOM BEARING	ANNUALLY
CHECK MAST TIEBACK BRACKET FASTENERS	ANNUALLY
CHECK 4 LOAD WHEELS ARE SECURE.	ANNUALLY
CHECK DRIVE NUT FOR EXCESSIVE PLAY. MAX 1/2 mm DEFLECTION. REPLACE AS REQUIRED.	ANNUALLY
CHECK THE SAFETY NUT.	ANNUALLY
CHECK LUBRICATOR HAS SUFFICIENT GREASE CAPACITY. RECORD APPROX. % REMAINING.	ANNUALLY
CONFIRM MOTOR RUNNING AMPERAGE. RECORD VALUES UNDER LOAD AND NO-LOAD.	ANNUALLY
CHECK TRACK/ROLLERS FOR DIRT, DAMAGE & CRACKS. CLEAN AS NECESSARY.	ANNUALLY
LUBRICATE UPPER AND LOWER BEARINGS.	ANNUALLY
CHECK THE INTERLOCKS FOR FUNCTION.	ANNUALLY
CHECK THE NUT SAFETY SWITCH.	ANNUALLY
CHECK THE SERVICE KEY.	ANNUALLY
CHECK THE LIMIT SWITCHES FOR PLATFORM STOPPING POSITION.	ANNUALLY
CHECK THE FINAL LIMIT SWITCHES.	ANNUALLY
CHECK THE ALARM.	ANNUALLY
REMOVE EXCESS GREASE FROM DRIVE NUT ASSEMBLY AND INSIDE MAST	ANNUALLY
CLEAN OUT ANY DIRT AND DUST FROM THE SHAFT BASE AREA	ANNUALLY
CHECK FOR WATER IN THE SHAFTWAY PIT	ANNUALLY
CLEAR THE PIT DRAIN, IF FITTED	ANNUALLY
CLEAN UP ANY MARKS OR FINGER PRINTS ON PANELS.	ANNUALLY
CHECK ALL CABLES ARE SECURELY ATTACHED	ANNUALLY
ENSURE THE PLATFORM CANNOT BE ROCKED EXCESSIVELY. SHIM IF NECESSARY.	ANNUALLY
CHECK FOR EVIDENCE OF RUBBING THE SHAFTWAY. PERFORM CORRECTIVE ACTION IF REQUIRED	ANNUALLY
CHECK ALL THE CONTROL BUTTONS FOR FUNCTION	ANNUALLY
CHECK THE KEY SWITCHES	ANNUALLY
CHECK THE DOOR AND GATE CLOSERS	ANNUALLY
CHECK THE HINGE BUSHINGS FOR WEAR OR DAMAGE	ANNUALLY
CHECK THE DOOR/GATE FOR INTERFERENCE WITH THE FRAME	ANNUALLY
VERIFY THE BATTERY IS CHARGED	ANNUALLY
VERIFY PLATFORM LIGHTS WORK. REPLACE LIGHT BULBS AS NECESSARY	ANNUALLY

Exhibit F: Preventive Maintenance Tasks – Hydraulic-Drive Wheelchairs Lifts

EXHIBIT F: PREVENTIVE MAINTENANCE TASKS- HYDRAULIC-DRIVE WHEELCHAIR LIFTS	
TASK	FREQUENCY
TIGHTEN ALL FASTENING ANCHORS	SEMI-ANNUALLY
INSPECT RAMP FOR PROPER OPERATION (IF EQUIPPED)	SEMI-ANNUALLY
LUBRICATE RAMP LINKAGE AND HINGES WITH LIGHT WEIGHT OIL (IF EQUIPPED)	SEMI-ANNUALLY
CHECK GATE HINGES AND ADJUST SPEED OF GATE CLOSER	SEMI-ANNUALLY
INSPECT ALL TRAVEL CHAINS FOR EXCESSIVE WEAR. REPLACE AS NECESSARY.	SEMI-ANNUALLY
CHECK LEVEL OF HYDRAULIC FLUID WITH PLATFORM AT THE LOWER LANDING.	SEMI-ANNUALLY
CHECK HYDRAULIC PLUMBING FOR LEAKS	SEMI-ANNUALLY
INSPECT ALL TRAVEL CABLES FOR EXCESSIVE WEAR. REPLACE AS NECESSARY.	SEMI-ANNUALLY
VERIFY OPERATION OF SLACK CHAIN DEVICE	SEMI-ANNUALLY
EQUALIZE TENSION OF CHAINS	SEMI-ANNUALLY
CLEAN MAST GUIDE CHANNELS	SEMI-ANNUALLY
CHECK ALL BOLTS SECURING MAST RAILS	ANNUALLY
CHECK OIL LEVEL. IF DIRTY INVESTIGATE CAUSE AND REPLACE.	ANNUALLY
CHECK FOR LEAKS ON UNIONS. TIGHTEN IF LOOSE.	ANNUALLY
CHECK ALL BOLTS SECURING MOTOR	ANNUALLY
CHECK FOR LEAKS ON CYLINDER SEAL. REPLACE IF REQUIRED.	ANNUALLY
CHECK 4 CARRIAGE WHEELS ARE SECURE.	ANNUALLY
IS PLATFORM SPONGY? BLEED AIR FROM CYLINDER (SEE BULLETIN).	ANNUALLY
VERIFY THE CHAIN AND SPROCKET IN GOOD CONDITION AND CORRECTLY TENSIONED.	ANNUALLY
VERIFY THE SLACK ROPE DEVICE WORKS AT RATED LOAD.	ANNUALLY
VERIFY THE SLACK CHAIN SWITCH IS ACTIVATED BY THE ACTION OF THE MECHANISM.	ANNUALLY
VERIFY THE SELF LEVELING DEVICE WORKS AT MID & UPPER LANDINGS.	ANNUALLY
CONFIRM MOTOR AMPS & PRESSURE. RECORD VALUES UNDER LOAD AND NO-LOAD.	ANNUALLY
CHECK THE PRESSURE RELIEF VALVE IN ACCORDANCE WITH SERVICE MANUAL.	ANNUALLY
CHECK MAST TIEBACK BRACKET AND FASTENERS	ANNUALLY
CHECK TRACK/ROLLERS FOR DIRT, DAMAGE & CRACKS	ANNUALLY
CHECK THE INTERLOCKS FOR FUNCTION.	ANNUALLY
CHECK THE SERVICE KEY.	ANNUALLY
CHECK THE LIMIT SWITCHES FOR PLATFORM STOPPING POSITION.	ANNUALLY
CHECK THE FINAL LIMIT SWITCHES.	ANNUALLY
CHECK THE ALARM.	ANNUALLY
CLEAN UP ANY MARKS OR FINGER PRINTS ON PANELS.	ANNUALLY
CHECK THE TRAVELING CABLE FOR WEAR	ANNUALLY
CHECK ALL CABLES ARE SECURELY ATTACHED	ANNUALLY
ENSURE THE PLATFORM CANNOT BE ROCKED EXCESSIVELY. SHIM IF NECESSARY.	ANNUALLY
CHECK FOR EVIDENCE OF RUBBING THE SHAFTWAY. PERFORM CORRECTIVE ACTION IF REQUIRED	ANNUALLY
CHECK ALL THE CONTROL BUTTONS FOR FUNCTION	ANNUALLY
CHECK THE KEY SWITCHES	ANNUALLY
CHECK THE DOOR AND GATE CLOSERS	ANNUALLY
CHECK THE HINGE BUSHINGS FOR WEAR OR DAMAGE	ANNUALLY
CHECK THE DOOR/GATE FOR INTERFERENCE WITH THE FRAME	ANNUALLY
VERIFY THE BATTERY IS CHARGED	ANNUALLY
VERIFY PLATFORM LIGHTS WORK. REPLACE LIGHT BULBS AS NECESSARY	ANNUALLY
REMOVE OIL SPILLED INSIDE MAST	ANNUALLY
CLEAN OUT ANY DIRT AND DUST FROM THE SHAFT BASE AREA	ANNUALLY
CHECK FOR WATER IN THE SHAFTWAY PIT.	ANNUALLY
CLEAN THE PIT DRAIN IF FITTED.	ANNUALLY

EXHIBIT G – Periodic Test Reporting Form



**PERIODIC TEST
REPORTING FORM**
FIRE SERVICE / EMERGENCY POWER

ELEVATOR SAFETY INSPECTION
10946 GOLDEN WEST DR, #160
HUNT VALLEY, MD 21031

ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROPRIATE ASME A17.1 CODE.

For each elevator tested, list the State Registration number found in the elevator machine room:

A. FIRE ALARM INITIATING DEVICE (FAID) – Applicable Code Year: _____

All FAID'S related to the elevator operation except designated level, returned elevator(s) to the designated level (key floor)

Yes No The designated floor FAID sent the elevator(s) to the alternate level, floor number _____ as required by the ASME A17.1 Elevator Code.

B. STAND-BY EMERGENCY POWER TEST - Applicable Code Year: _____

CHECK ONE: ANNUAL TEST ASME A17.1 FIVE YEAR TEST ASME A17.1

OTHER:

Annually, elevator(s) equipped with stand-by emergency power are required to be tested using the emergency power system with no load.

1. Did the elevator(s) operate simultaneously while on stand-by emergency power? Yes No
If NO, explain:
2. Did the elevators operate in accordance with the above elevator Code? Yes No

Site Name:	Address:	
City, State, Zip:		
Testing Firm:	Date Tested:	
Test Firm Rep. (print)	Sign:	
Mechanic Name: (print)	Sign:	
Mechanic License Number:		
TPQEI Name: (print)	Sign:	

SAFETY INSPECTION PHONE: 410.767.2990 FAX: 410.333.7721 EMAIL: 3RDPARTY.REPORTS@MARYLAND.GOV

END OF SECTION