

MAYOR & CITY COUNCIL OCEAN CITY, MARYLAND



PROCUREMENT DEPARTMENT

PROPOSAL DOCUMENT FOR

Town of Ocean City Debris Monitoring

PROPOSAL TIMELINE OF EVENTS
<p>Pre-Proposal Meeting: Tuesday, September 5, 2023 at 10am Procurement Conference Room 214A 65th Street, Ocean City, MD, 21842</p>
<p>Last Day for Questions: Monday, September 12, 2023 at 3pm</p>
<p>Addendum: Close of business on Thursday, September 15, 2023</p>
<p>Proposal Due date and location: Monday, October 9, 2023 at 3:00 P.M. shall be sent to Procurement Office, 214A 65th Street, Suite 4-119, Ocean City, MD, 21842</p>
<p>Opening Date, Time, & Location: Tuesday, October 10, 2023 at 1 PM located at 214A 65th Street, Suite 4-119, Procurement Conference room, Ocean City, MD 21842 and must note the name of the solicitation (Town of Ocean City Debris Monitoring) on the outside of the package.</p>
<p>Ad Run:</p>

SECTION I: INTRODUCTION	4
1. PURPOSE.....	4
2. CLARIFICATION OF TERMS.....	4
3. QUESTIONS AND INQUIRIES	4
4. FILLING OUT PROPOSAL DOCUMENTS	4
5. SUBMISSION OF PROPOSAL DOCUMENTS	4
6. RECOGNITION OF PROPOSAL DOCUMENTS	5
7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS.....	5
8. NOTICE TO VENDOR	6
9. PRE-PROPOSAL MEETING	6
10. COMMUNICATION RESTRICTION	6
11. ISSUING OFFICER AND CONTACT	6
SECTION II: GENERAL INFORMATION	7
1. ECONOMY OF PROPOSAL DOCUMENTS.....	7
2. RESPONSIBILITIES OF THE VENDOR.....	7
3. PROPRIETARY INFORMATION OR TRADE SECRETS.....	7
4. OWNERSHIP OF MATERIALS.....	7
5. CONTRACT AWARD	7
6. AUDIT.....	8
7. NONPERFORMANCE	8
8. MODIFICATION OR WITHDRAWAL OF Proposal DOCUMENTS	8
9. DEFAULT	8
10. COLLUSION/FINANCIAL BENEFIT	8
11. TAX EXEMPTION	8
12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	9
13. STATUS OF VENDOR	9
14. APPLICABLE LAWS	9
15. SUSPENSION OR TERMINATION FOR CONVENIENCE	9
16. TERMINATION FOR CAUSE	9
17. ADDENDUM.....	10
18. INSURANCE REQUIREMENTS.....	10
19. ASSIGNMENTS	11
20. INDEMNIFICATION.....	11
21. CONTRACT CHANGES	11
22. AVAILABILITY OF FUNDING.....	11
23. FORCE MAJEURE.....	11
24. DEBRIEFING PROCESS.....	11

25.	PROTESTS.....	12
26.	FEDERAL TAX IDENTIFICATION NUMBER.....	12
27.	PROPOSAL RESULTS.....	12
28.	NEGOTIATIONS.....	12
29.	PAYMENT.....	12
30.	INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES.....	12
31.	PROPOSAL ARE OFFERS.....	13
32.	CONTINGENT PROPOSALS.....	13
33.	REPRESENTATIONS AND WARRANTIES.....	13
34.	CONFLICT OF INTEREST.....	13
35.	NO THIRD-PARTY BENEFICIARIES.....	13
36.	TIME IS OF THE ESSENCE.....	13
37.	FOREIGN VENDOR.....	13
38.	ATTACHMENTS.....	13
39.	MERGER.....	13
40.	ANTI-KICKBACK ACT OF 1986.....	13
	SECTION III: EVALUATION AND SELECTION PROCESS.....	15
1.	EVALUATION.....	15
2.	EVALUATION PROCESS.....	15
	REFERENCES.....	16
	INDIVIDUAL PRINCIPAL.....	17
	VENDOR'S AFFIDAVIT OF QUALIFICATION TO PROPOSAL.....	18
	NON-COLLUSIVE AFFIDAVIT.....	19
	ADDENDA ACKNOWLEDGEMENT.....	20
	NOTICE OF AWARD.....	21
	CONTRACT.....	22
	NOTICE TO PROCEED.....	24
	COST FORM OF PROPOSAL.....	25
	SCOPE OF SERVICE - TOC.....	27

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 **Town of Ocean City Debris Monitoring**.
2. CLARIFICATION OF TERMS
 - 2.1. Professional Vendors, organizations, or individuals that submit a solicitation for award of a contract (“Contract”) are referred to as Vendor (“Vendor”) in this Proposal 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 Dawn Webb at dwebb@oceancitymd.gov or call 410-723-6643.
 - 3.2. Copies of the Proposal documents are available on the Town’s [website](https://oceancitymd.gov/oc/procurement-bids/). (<https://oceancitymd.gov/oc/procurement-bids/>)
4. FILLING OUT PROPOSAL DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit (1) **unbound original, (1) bound copies AND (1) USB flash drive.**
 - 4.3. Bids Documents should be compiled as follows: (1) Cover letter, (2) Price Proposal, (3) References, (4) Addendum Acknowledgement, (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid (7) Non-Collusive Affidavit, (8) Signed addenda, if necessary, (9) Vendor’s Completed Proposal Document, and (11) Technical Proposal.
 - 4.4. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up of the Proposal 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.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal documents.
 - 4.7. Each copy of the Proposal documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal 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 Proposal documents to constitute a proper and responsible “Completed Bid Document” package.
 - 4.9. Any ambiguity in the Proposal 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 PROPOSAL DOCUMENTS
 - 5.1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal 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 **Town of Ocean City Debris Monitoring** and the Vendor’s name and address. If the Proposal documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “**SEALED Proposal DOCUMENTS ENCLOSED-Town of Ocean City Debris Monitoring** on the face thereof.
 - 5.2. **Sealed Proposals Documents are due no later than Monday, October 9, 2023 at 3:00 P.M.** shall be sent to Procurement Office, 214 65th Street, Ocean City, MD, 21842. **Completed Proposal Documents will be opened, read into record and then remanded to staff for further review on, Tuesday, October 10, 2023 at 1PM** located at 214 65th Street, Procurement Conference room, Ocean City, MD 21842 and must note the name of the solicitation (**Town of Ocean City Debris Monitoring**) on the outside of the package

- 5.3. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal documents as indicated in the Advertisement and this Invitation to Bid, or any extension made by Addendum. Proposal 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 Proposal documents reach the Town's office prior to the local time and date specified for receipt of Proposal documents. The Town will **NOT BE RESPONSIBLE** for any Proposal 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. Vendor, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal documents; failure to do so will be at the Vendor's own risk.
- 5.6. A fully executed Affidavit of Qualification to Proposal will be attached to each Bid Document.
- 5.7. MINORITY VENDOR ARE ENCOURAGED TO PARTICIPATE.
- 5.8. All Vendor submitted Proposal 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 Proposal documents within one hundred and twenty (120) days after the Proposal Recognition Date.
- 5.9. **Email or faxed Proposal Documents will not be accepted.**
6. RECOGNITION OF PROPOSAL DOCUMENTS
 - 6.1. Proposal documents received on time will be recognized by the Town by reading Vendor names into record.
 - 6.2. The Contract will be awarded or all Proposal documents will be rejected within one hundred twenty (120) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS
 - 7.1. Unless otherwise specified, the Contract will be awarded to the highest scoring RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal documents, provided the Proposal is reasonable and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Proposal 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 Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, Vendor, or corporation which is in arrears or in default to the Town for any debt or contract.
 - 7.2. Completed Proposal documents from Vendor debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
 - 7.3. Conditional or qualified Proposals will not be accepted.
 - 7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications to determine best value:
 - 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 Three (3) years** providing the goods/services described in this Proposal Document under the Vendor name that is submitting a Completed Proposal 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 Proposal Document conforms in all material respects to the Proposal 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 Proposal 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 Proposal security or other data required by the Proposal 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 VENDOR
- 8.1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Service requirements and are expected to completely familiarize themselves with the requirements of this Bid Document’s scope of work including examination of site, review of drawings, if included, 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 Services 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 Successful Vendor will supply the names and addresses of major subcontractors when requested to do so by the Town.
9. PRE-PROPOSAL MEETING
- 9.1. A Pre-Proposal meeting will be held on Tuesday, September 5, 2023 at 10 AM, 214A 65th Street, Ocean City, MD, 21842 for any questions concerning the Proposals Documents. The last day for questions will be on Tuesday, September 12, 2023 at 3pm. The Addendum will be posted by close of business on Friday, September 15, 2023**
10. COMMUNICATION RESTRICTION
- 10.1. From the time of the Advertisement of this solicitation until final award is made to the Successful Vendor and such award is announced, interested Vendors are not allowed or permitted to communicate about this solicitation or scope with any staff or official representatives of the Town, except for submission questions as instructed in this document, or as provided by any existing work agreement(s). Potential awardee(s) are restricted from making public statements or press releases about their selection as finalist or their potential award. The Town reserves the right to reject any submittal of any Vendor who violates this restriction.
11. ISSUING OFFICER AND CONTACT
- 11.1. This solicitation is being issued by the Town’s Procurement Department which is the only office authorized to change, modify, clarify, etc., the provisions of this solicitation and to award any contract(s) resulting from the solicitation.
- 11.2. Vendor’s who have unauthorized contact about this solicitation with employees or officials of the Town or anyone having decision making authority regarding this solicitation will result in disqualification from consideration under this procurement process.
- 11.3. The issuing officer and sole point of contact regarding this solicitation is:
- Scott Wagner
214 65th Street
Ocean City, MD 21842
410-723-6647 (office)
swagner@oceancitymd.gov **END OF SECTION**

SECTION II: GENERAL INFORMATION

1. ECONOMY OF PROPOSAL DOCUMENTS
 - 1.1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal 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 Proposal documents. The Vendor will perform the Services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor receipt of payment for any of the work/services 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 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) providing 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 Proposal 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 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 highest scoring 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 with the Notice of Award letter.
 - 5.2. Proposal documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal 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 Vendor deemed fully qualified, responsible, suitable and professionally competent to provide the required work/services should the work/service size warrant it. Vendor will be encouraged to elaborate on their qualifications,

- performance data, and staff expertise. Proprietary information from competing Vendor will not be disclosed to the public or to competitors.
- 5.5. The Town will enter into negotiations for best and final offers with one or more Vendor based on Vendor's Completed Proposal documents and the Evaluation and Selection Process prior to awarding any Contract, if the Town deems it necessary to make an award. The award of any Contract will solely be for the benefit of the Town.
6. AUDIT
- 6.1. 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.
7. NONPERFORMANCE
- 7.1. The Town reserves the right to inspect all operations and to withhold Services 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 Cancelling the Contract. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future solicitations.
8. MODIFICATION OR WITHDRAWAL OF Proposal DOCUMENTS
- 8.1. A Proposal 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 Proposal documents, and each Vendor so agrees in submitting Proposal documents.
9. DEFAULT
- 9.1. 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.
- 9.2. If the Vendor defaults under any of the Contract's terms, the Town will give to the Vendor a written notice of the default ("Cure Notice"). The Vendor will have seven (7) days after receipt of the Cure Notice to cure the default. If the Vendor fails to cure the default within the time period, the Town may exercise those remedies granted under this Bid Document or applicable law.
10. COLLUSION/FINANCIAL BENEFIT
- 10.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, Vendor, or corporation making a Bid Document for the same work/services; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 10.2. 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.
11. TAX EXEMPTION
- 11.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendor doing business with the Town. Vendor are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

12.1. All Vendor 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.

12.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

13. STATUS OF VENDOR

13.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the work/services under the Contract or other arrangement with the Vendor.

13.2. 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.

14. APPLICABLE LAWS

14.1. 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.

15. SUSPENSION OR TERMINATION FOR CONVENIENCE

15.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Services 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/services without invalidating the provisions of the Contract.

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

15.3. Any notice issued pursuant to Sections 15.1 and/or 15.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop work/services 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/services not terminated.

15.4. The Vendor will not be paid on account of loss of anticipated profits or revenues or for work/services not completed prior to the date of termination of the Contract.

16. TERMINATION FOR CAUSE

16.1. Either party may terminate the Contract in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period. If a party defaults under any of the Contract's terms, the non-defaulting party will give the defaulting party a written notice of the default. The defaulting party has ten (10) business days after receipt of this notice to cure the default. If the defaulting party fails to cure the default within this time period the non-defaulting party may exercise those remedies granted under the Contract or applicable law. Notwithstanding the above, in the case of a failure to pay any amount due hereunder the period for cure

of any such default following notice thereof will be ten (10) days and, unless payment is made within such period, the termination will become effective at the end of such period.

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 Town of Ocean City's Procurement Manager and to be given consideration, must be received by noon on the last day for questions.
- 17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Proposal documents in the form of written addenda. Vendor are cautioned that any oral statements made by any Town employee that materially change any portion of the Proposal 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 Proposal 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. Vendor 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 Town of Ocean City's Procurement Manager during normal business hours.
- 17.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Bid Document recognition for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

18. INSURANCE REQUIREMENTS

- 18.1. Unless otherwise required by Special Conditions for this Agreement, the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
 - 18.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
 - 18.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.
 - 18.1.3. 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.
 - 18.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
- 18.2. The 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 this Agreement.
- 18.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. 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 solicitation. The 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 Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.

18.3.1. ON THE COMMERCIAL GENERAL LIABILITY POLICY, THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.

18.3.2. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

19. ASSIGNMENTS

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

20. INDEMNIFICATION

20.1. 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 work/services provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or 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 or, 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 or under workmen's compensation acts, disability benefit acts or other employee benefits acts.

21. CONTRACT CHANGES

21.1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the City Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor.

21.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.

21.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

22. AVAILABILITY OF FUNDING

22.1. Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of Town 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.

23. FORCE MAJEURE

23.1. 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.

24. DEBRIEFING PROCESS

24.1. Non-Successful Vendor, upon request and that responded to an Invitation to Bid or an invitation for bid, will be provided a Vendor debriefing regarding the reasons that the proposal or bid submitted by the Non-Successful Vendor was not awarded the solicitation. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.

- 24.2. The Procurement Department will hold one debriefing meeting with all Vendor who requested such.
25. PROTESTS
- 25.1. To ensure fairness to all Vendor and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning contract awards.
- 25.1.1. 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.
- 25.1.2. 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.
26. FEDERAL TAX IDENTIFICATION NUMBER.
- 26.1. All Vendor must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.
27. PROPOSAL RESULTS
- 27.1. Only Vendor who receive awards will be notified of Proposal results; Non-Successful Vendor will not be notified. Non-Successful Vendor can visit the Town's website to see whom solicitations were awarded to.
28. NEGOTIATIONS
- 28.1. The Town may commence negotiations with the highest ranked Vendor or commence simultaneous negotiations with all eligible Vendor. The Town may negotiate:
- 28.1.1. The statement of work;
- 28.1.2. The Contract price as it is affected by negotiating the statement of Work; and
- 28.1.3. Any other terms and conditions determined by the Town in its sole discretion to be reasonably related to those expressly authorized for negotiation.
- 28.1.4. Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, the Town may conclude contract negotiations and rescind its award to that Vendor and return to the most recent Bid Document stage to negotiate with another Vendor for award.
29. PAYMENT
- 29.1. Solicitations which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
30. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
- 30.1. 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 Proposal 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.

31. PROPOSAL ARE OFFERS
 - 31.1. The Proposal is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for one hundred twenty (120) 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 to Bid.
32. CONTINGENT PROPOSALS
 - 32.1. Vendor will not make its Completed Proposal Document contingent upon the Town's acceptance of specifications or contract terms that conflict with or are in addition to those in the Invitation for Proposal, its Exhibits, or Addenda.
33. REPRESENTATIONS AND WARRANTIES
 - 33.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform this 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.
34. CONFLICT OF INTEREST
 - 34.1. 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.
35. NO THIRD-PARTY BENEFICIARIES
 - 35.1. 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.
36. TIME IS OF THE ESSENCE
 - 36.1. Vendor agrees that time is of the essence under the Contract.
37. FOREIGN VENDOR
 - 37.1. If Vendor is not domiciled or registered to do business in the State of Maryland, Vendor will demonstrate its legal capacity to perform these services in the State of Maryland prior to entering into a Contract.
38. ATTACHMENTS
 - 38.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated in the Contract.
39. MERGER
 - 39.1. THIS 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.
40. ANTI-KICKBACK ACT OF 1986
 - 40.1. Prohibits any person from—

- 40.1.1. Providing, attempting to provide, or offering to provide any kickback;
 - 40.1.2. Soliciting, accepting, or attempting to accept any kickbacks; or
 - 40.1.3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- 40.2. The Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this solicitation as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to the Town's City Manager. You may report a suspected violation anonymously.
- 40.3. 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 Proposal 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.

END OF SECTION

SECTION III: EVALUATION AND SELECTION PROCESS

1. EVALUATION

1.1. All Vendors are advised that in the event of a receipt of adequate number of Proposal documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Proposal documents may be evaluated without discussion. Hence, Proposal documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Evaluation Criteria may include, but will not be limited to:

2. EVALUATION PROCESS

2.1. Evaluation Committee. Completed Proposal documents submitted will be evaluated by a committee composed of subject matter experts to determine the lowest cost but most responsive and responsible vendor.

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

END OF SECTION

REFERENCES

List five (5) references for similar Services successfully completed within the last three years. Include contact name, address, telephone number and Services consumed.

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:		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

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 PROPOSAL

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)

(Street Address/PO Box)

(City, State, Zip)

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 Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal 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, Vendor, or person to submit a collusive or sham Proposal Document in connection with the Goods and/or Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Goods and/or Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, Vendor, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal 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 Goods and/or Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

ADDENDA ACKNOWLEDGEMENT

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

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

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

Sign for Identification

Printed Name

NOTICE OF AWARD
Town of Ocean City Debris Monitoring

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Project Description: Town of Ocean City Debris Monitoring

The Town has considered the Completed Bid Document submitted by your organization for the above referenced project. You are hereby notified that your Completed Bid Document, has been accepted for **Town of Ocean City Debris Monitoring** for a total amount of \$xxx (xxxxxxxxxxxxxxxxxxxxxxx dollars and zero cents over the period as detailed in the contract.

You are required by the Proposal documents Section II. General Information subsection 5.1 to execute the Contract and furnish the following Items:

- Vendor’s Certificate of Insurance, (a copy of the required documents is attached to this Notice.)
- State of Maryland Certified Pesticide Applicators Certificate
- Ocean City Business License
- Complete the attached W9 form

Forward the above noted documents within fourteen (14) days from the date of this Notice to you. You are also required to return a signed copy of this Notice of Award to the Town.

Attached is the contract, please sign and return to me with the above items.

Date: _____ this _____ day of _____, 2023

Town of Ocean City, Maryland

By: _____

Scott Wagner; Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award us hereby acknowledged by:

_____ this _____ day of _____, 2023.

By: _____

Title: _____

CONTRACT
Town of Ocean City Debris Monitoring

THIS CONTRACT, made this _____, 2023, by and between the Mayor & City Council Ocean City, hereinafter called "" and _____ doing business as 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 this Contract in accordance with the Town's Bid Document and associated Addendum.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Contract.
3. Contract Term and Rates:
 - 3.1. The Terms of this contract will be as stipulated below:

4. Successful Vendor agrees to perform all of the work described in the Proposal documents and comply with the terms therein during the Contract Term and at the Contract Rates as detailed in Section 3.1 of this Contract.
 - 4.1. Contract continuation is contingent upon Mayor & City Council appropriating funding in the then fiscal year for Services described in this Contract.
5. The term 'Contract Documents' means and includes the following:
 - 5.1. Advertisement
 - 5.2. Section I - Introduction
 - 5.3. Section II - General Information
 - 5.4. Section III - EVALUATION AND SELECTION PROCESS
 - 5.5. References
 - 5.6. Individual Principal
 - 5.7. Vendor's Affidavit of Qualification to Bid
 - 5.8. Non-Collusive Affidavit
 - 5.9. Addenda Acknowledge
 - 5.10. Notice of Award
 - 5.11. Contract
 - 5.12. Notice to Proceed
 - 5.13. Form of Bid
 - 5.14. Scope of Work
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Proposal documents.
7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Successful Vendor will add the Town and its officials, agents, officers, representatives and employees as additional insured, under all insurance policies and the Town's status will be primary and non-contributory, without regard to Successful Vendor's fault or lack thereof.

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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

TOWN:

BY _____
XXXXXXXXXXXX

BY _____
Terence J. McGean
CITY MANAGER

NAME _____

TITLE _____

(SEAL)

(SEAL)

ATTEST _____

ATTEST _____

NAME _____

NAME _____

NOTICE TO PROCEED

To:

Date:

Work: **Town of Ocean City Debris Monitoring**

You are hereby notified to commence WORK in accordance with the Contract dated _____ on or before _____ you are to complete the WORK within 300 calendar days of the Notice to Proceed.

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 _____, 2023.

By _____

Title _____

COST FORM OF PROPOSAL

To whom it may concern:

We, _____, organized and existing under the laws of the State of _____ doing business as a/an **sole proprietorship/partnership/corporation**, hereby submit our Completed Proposal documents for the Town of Ocean City Weed Spraying as indicated in the Proposal documents.

Having carefully examined and being in compliance with the Town’s Proposal documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Proposal documents and propose to perform all Work for the replacement of the Town of Ocean City Weed Spraying in strict accordance with the Proposal documents, within the time set forth therein, and at the prices stated below.

Vendor hereby agrees to commence Work under the Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Work within 300 calendar days of Notice to Proceed.

Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the TOC at cost without mark-up. All Per Diem Expenses shall be billed directly to the TOC at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Principal	\$
Project Manager	\$
Operations Manager	\$
Field Supervisors	\$
Load Site Monitors	\$
Debris Site/Tower Monitors	\$

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

NOTE: Completed Proposal documents will include all applicable fees.

Respectfully submitted,

Signature

License Number

Address

City/State/Zip

Title

Date

(Affix Corporate Seal)

SCOPE OF SERVICE - TOC

I. BACKGROUND

The Town of Ocean City, MD (TOC) requires management, recovery, and consulting services related to disaster recovery. Upon request of the Town of Ocean City other services may include, but not limited to, facilitating communication with FEMA, the State of Maryland, TOC and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the Town of Ocean City, MD. Specific services may include:

1. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals for debris removal.
2. Coordinating daily briefings, work progress, staffing, and other key items with the Town of Ocean City, MD.
3. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
4. Scheduling work for team members and contractors on a daily basis.
5. Hiring, scheduling, and managing field staff.
6. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
7. Assisting the Town of Ocean City, MD Public Works with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. The Debris monitoring company shall utilize an Electronic Ticketing System:
 - a. Generate electronic debris load tickets for each load of debris generated.
 - b. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped.
 - c. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps.
 - d. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by Town of Ocean City, MD at no additional cost.
 - e. The System shall also be capable of providing a real time connection to the TOC's GIS system and shall be customizable to meet specific needs of the Town of Ocean City, MD with no additional cost to the Town of Ocean City, MD
 - f. The purpose of the Electronic Ticketing System is to provide the Town of Ocean City, MD with complete documentation of every load of debris generated for auditing and reimbursement purposes.
 - g. The Electronic system tickets should contain the following information
 1. Ticket Number
 2. Contract Number

3. Contractor Name
 4. Date
 5. Truck or Roll-off Number
 6. Truck Capacity
 7. Point of Debris Collection
 8. Loading Departure Time
 9. Dump Arrival Time
 10. Percent of Load
 11. Actual Debris Volume
 12. Debris Eligibility (Y/N)
 13. Type of Debris
10. Developing daily operational reports to keep the Town of Ocean City, MD informed of work progress.
 11. Development of maps, GIS applications, etc. as necessary.
 12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the TOC for processing.
 13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by TOC staff and designated debris removal contractors.
 14. Final report and appeal preparation and assistance.

B. DEBRIS CLASSIFICATION

1. Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way, and applicant owned properties, as defined below. It is further defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program.
2. Household Hazardous Waste. If it is determined that Household Hazardous Waste (HHW) has been comingled with the eligible debris, the Contractor will be required to construct an HHW containment area(s) or coordinate to establish a useable existing site. The Material which is found to be classified as HHW shall be reported immediately to the County's representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW containment area. Disposal of the HHW debris will be accomplished by the Contractor.
3. Electronics. The Contractor shall collect and dispose of eligible electronics waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, or e-waste, refers to electronic products being placed on the Rights-of-Way (ROW). These include a wide range of items, including but not limited to:
 - Television and computer monitors
 - Computers and computer peripherals (i.e. monitors and keyboards)
 - Audio and stereo equipment
 - VCR's and DVD players
 - Video cameras
 - Telephones, cellular telephones and other wireless devices
 - Fax and copy machines
 - Video games and consoles

C. PERFORMANCE SCHEDULE

1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
2. Prior to commencing debris removal operations, a contractor shall, with the TOC's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7- and 14-day projection. The plan shall be updated every Monday.
3. All activity associated with debris operations shall be performed between 6:00 AM and 8:00 PM in the affected areas. The contractor may work seven (7) days per week, including holidays.
4. Maximum allowable time for completion shall be ninety (90) calendar days, unless the TOC initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable TOC, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
5. Contractor shall have a minimum daily production rate of 1,000 cubic yards after reaching full production within 72 hours of notice to proceed. In the event that the contract is extended and the daily production rate is less than 1,000 cubic yards per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor.

D. **EQUIPMENT.**

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the TOC. The contractor, shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
 - Company Name
 - Truck Number
 - Cubic Yardage
 - Inspectors Name and Date
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the TOC all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The TOC may, at any time, request that the trucks be re-

measured. The Contractor shall notify the TOC each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non—rubber-tired equipment must be approved by the TOC.
- 6.6 The contractor shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the TOC monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection station shall be constructed to meet all local, state and federal safety requirements. The station shall be constructed using pressure treated wood. The floor area shall be a minimum of 8' by 8', constructed of 2" x 8" joists, 16: O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4-foot-high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The stations shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower until the station can be constructed. The Contractor shall remove and dispose of the inspection stations following completion of the debris removal at the direction of the TOC. The Contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING.

- 7.1 The Contractor shall submit a report to the TOC each day for the term of the contract. Each report shall contain, at a minimum, the following information:
- Contractor's Name
 - Contract Number
 - Truck Number
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATION.

- 8.1 The Contractor shall supervise and direct the work, using a skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2 The Contractor shall be duly licensed in accordance with the city's, state's and TOC's statutory

requirements to perform the work.

- 8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the TOC.
- 8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.7 The TOC may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.
- 8.9 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.10 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.11 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) in so far as it may apply to this contract.
- 8.12 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.13 The Contractor shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.14 The Contractor shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- 8.15 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- 8.16 The Contractor shall agree to comply with any other applicable Federal or State regulations.
- 8.17 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 8.18 Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- 8.19 Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications.
- 8.20 Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.1 FINAL DISPOSITION.

Contractor will be responsible for negotiating and paying all disposal/tipping fees.

10.0 MEASUREMENT.

Measurement for all debris removed shall be as indicated on the BIDDING SCHEDULE as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement.

11.0 BONDING AND INSURANCE.

11.1 Prior to signing of contract, Contractor agrees to furnish the TOC with all applicable certificates of insurance. A bid bond in the amount of \$50,000 shall accompany the proposal. In addition, payment and performance bonds with each being equal to the bid or \$1,000,000.00, whichever is higher, are required within 24 hours of award of the contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

11.2 The Contractor shall save and hold the TOC harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the

negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.3 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.

- The Town will be named as additional insured on contractor's Certificate of Liability Insurance Certificate (COI).
- Commercial General Liability – in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
- Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be sued in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.
- Pollution and Remediation Liability
- Limits: with limits of not less than Five Million Dollars (\$5,000,000.00) annual aggregate / One Million Dollars (\$1,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - o Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
 - o Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials , or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the

required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and

- Transportation Legal Liability /Expense Pollution Legal Liability or Remediation Legal Liability / Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.
 - Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.
 - Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.
 - The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.
- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by a certified mail to Contractor. Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Division, Departments and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any future coverage, or to the Owner's Self-Insured Retentions as, if any of whatever nature.

END OF SECTION