

MAYOR & CITY COUNCIL OCEAN CITY, MARYLAND



PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

CONVENTION CENTER EXHIBIT POWER DISTRIBUTION EQUIPMENT

BID TIMELINE OF EVENTS
Pre-Bid Meeting: NOT REQUIRED
Last Day for Questions: Noon on Thursday, December 09, 2021
Addendum: Close of Business Tuesday, December 14, 2021
Bid Submission Date: Tuesday, December 21, 2021 by 1:00 p.m.
Bid Submission Location: 214 65 th Street, Ocean City, MD 21842, Attn: Purchasing Associate
Ad Run: December 02, 2021

SECTION I: INTRODUCTION	4
1. PURPOSE	4
2. CLARIFICATION OF TERMS	4
3. QUESTIONS AND INQUIRIES	4
4. FILLING OUT BID DOCUMENTS	4
5. SUBMISSION OF BID DOCUMENTS	4
6. OPENING OF BID DOCUMENTS	5
7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS	5
8. NOTICE TO VENDORS	6
9. PRE-BID MEETING	6
SECTION II: GENERAL INFORMATION	7
1. ECONOMY OF BID 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. NOTICE TO PROCEED	8
7. AUDIT	8
8. NONPERFORMANCE	8
9. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS	8
10. DEFAULT	8
11. COLLUSION/FINANCIAL BENEFIT	8
12. TAX EXEMPTION	8
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	8
14. STATUS OF VENDOR	9
15. APPLICABLE LAWS	9
16. SUSPENSION OR TERMINATION FOR CONVENIENCE	9
17. ADDENDUM	9
18. INSURANCE REQUIREMENTS	10
19. ASSIGNMENTS	10
20. INDEMNIFICATION	11
21. SAFETY	11
22. CONTRACT SECURITY (IF REQUIRED)	11
23. COMMUNICATION	11
24. UNDOCUMENTED WORKERS	11
25. PROTECTION OF WORK, PROPERTY AND PERSONS	11
26. SUPERVISION BY SUCCESSFUL VENDOR	12
27. CHANGES IN THE WORK	12
28. CHANGES IN CONTRACT PRICE	12
29. SUBCONTRACTING	12
30. AVAILABILITY OF FUNDS	13
31. CANCELLATION FOR UNAPPROPRIATED FUNDS	13
32. TOWN/STATE LICENSE REQUIREMENTS	13
33. FORCE MAJEURE	13
34. DEBRIEFING PROCESS	13
35. PROTESTS	13
36. FEDERAL TAX IDENTIFICATION NUMBER	13
37. BID RESULTS	13
38. PAYMENT	14
39. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES	14
40. BIDS ARE OFFERS	14
41. CONTINGENT BIDS	14
42. REPRESENTATIONS AND WARRANTIES	14
43. CONFLICT OF INTEREST	14
44. NO THIRD-PARTY BENEFICIARIES	14
45. TIME IS OF THE ESSENCE	14
46. ATTACHMENTS	14
47. MERGER	15
FORM OF BID	16

REFERENCES	18
ADDENDA ACKNOWLEDGMENT	19
INDIVIDUAL PRINCIPAL.....	20
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID.....	21
NON-COLLUSIVE AFFIDAVIT	22
SHOW PANEL SPECIFICATIONS.....	23

SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Request for Bid is for the Mayor & City Council Ocean City, Maryland (“Town”) to purchase equipment (“Equipment”) and for said Equipment 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 Bid Documents and bidding requirements, please contact Dawn Webb at 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) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit one (1) unbound original and one (1) bound copy.
 - 4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References & Vendor Experience, (4) Addenda Acknowledgment, (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid and (7) Non-Collusive Affidavit.
 - 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 Mayor & City Council Ocean City, Attn: Purchasing Associate, 214 65th Street. Ocean City, MD 21842 and will be identified with the Work name: **CONVENTION CENTER EXHIBIT POWER DISTRIBUTION EQUIPMENT** 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-CONVENTION CENTER EXHIBIT POWER DISTRIBUTION EQUIPMENT**” on the face thereof.
 - 5.1.1. **Sealed Bid Documents are due no later than Tuesday, December 21, 2021 at 1:00 p.m. and will be opened and read aloud. Bids are to be submitted to Mayor & City Council Ocean City, Attn: Purchasing Associate, 214 65th Street, Ocean City, MD 21842.**
 - 5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

- 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the 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.
- 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
- 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening. Vendors cannot withdraw their Bid Documents within sixty (60) days after the Bid Opening Date.
- 5.8. Email or faxed Bid Documents will not be accepted.
6. OPENING OF BID DOCUMENTS
 - 6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.
 - 6.2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) 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 lowest price and 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.
 - 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 **NOT** be held for this solicitation.

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 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 the 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 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 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.
14. STATUS OF VENDOR
 - 14.1. 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 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 16.1 and/or 16.2 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 subcontractors 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 16.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 16.4 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.
 - 17.6. INSURANCE REQUIREMENTS (OMITTED FOR THIS SOLICITATION)
 - 17.6.1. 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).
 - 17.6.2. 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.
 - 17.6.3. 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.
 - 17.7. 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.
 - 17.8. 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.
 - 17.9. 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.
18. ASSIGNMENTS

18.1. 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.

19. INDEMNIFICATION

19.1. The Successful Vendor will indemnify and hold harmless the Town and the Town's Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, 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.

20. SAFETY

20.1. The Successful Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Successful Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work. No part of a structure will be loaded in excess of design load.

21. CONTRACT SECURITY (OMITTED FOR THIS SOLICITATION)

21.1. The Successful Vendor will within fourteen (14) days after the receipt of the Notice of Award furnish the Town with a Performance Bond and a 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 Contract 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 Contract Documents. 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.

21.1.1. Performance and Payment Bonds will utilize current American Institute of Architects (AIA) format.

22. COMMUNICATION (OMITTED FOR THIS SOLICITATION)

22.1. 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.

23. UNDOCUMENTED WORKERS (OMITTED FOR THIS SOLICITATION)

23.1. 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.

24. PROTECTION OF WORK, PROPERTY AND PERSONS (OMITTED FOR THIS SOLICITATION)

24.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. 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 Work and all materials or equipment to be incorporated therein.

- 24.2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
- 24.3. In emergencies affecting the safety of persons or the Work or property at the site, 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 Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
25. SUPERVISION BY SUCCESSFUL VENDOR (OMITTED FOR THIS SOLICITATION)
- 25.1. The Successful Vendor will supervise and direct the Work. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. 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.
26. CHANGES IN THE WORK (OMITTED FOR THIS SOLICITATION)
- 26.1. 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 Work, an equitable adjustment will be authorized by Change Order.
- 26.2. The Town, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Successful Vendor will proceed with the performance of any changes in the Work 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's Engineer 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's Engineer.
27. CHANGES IN CONTRACT PRICE (OMITTED FOR THIS SOLICITATION)
- 27.1. The Contract Price may be changed only by a Change Order. 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:
- 27.1.1. Unit prices previously approved.
- 27.1.2. An agreed lump sum.
- 27.1.3. The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the Work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the Work to cover the cost of general overhead and profit.
28. SUBCONTRACTING (OMITTED FOR THIS SOLICITATION)
- 28.1. The Successful Vendor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
- 28.2. The Successful Vendor will not award Work to subcontractors, in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.
- 28.3. 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 it.
- 28.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Work 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.
- 28.5. Nothing contained in the Contract will create any contractual relation between any subcontractor and the Town.
29. AVAILABILITY OF FUNDS (OMITTED FOR THIS SOLICITATION)
- 29.1. The Contractual obligation of the Town under the Contract is contingent upon the availability of appropriated funds.
30. CANCELLATION FOR UNAPPROPRIATED FUNDS
- 30.1. The obligation of the Town for payment to Vendor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds.
31. TOWN/STATE LICENSE REQUIREMENTS
- 31.1. Vendors will be licensed and qualified to do business in the area of expertise and will submit copied of all applicable licenses/certifications with the Completed Bid Document.
- 31.2. The Successful Vendor will be required to maintain the appropriate license and certificates throughout the term of the Contract.
- 31.2.1. Mayor & City Council Ocean City Business License
- 31.3. Any Vendor that submits a Completed Bid Document who is not properly licensed/certified at the time of the solicitation is submitted may be rejected.
32. FORCE MAJEURE (OMITTED FOR THIS SOLICITATION)
- 32.1. 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.
33. DEBRIEFING PROCESS
- 33.1. Unsuccessful Vendors, upon request and that responded to an Invitation to Bid will be provided a Vendor debriefing regarding the reasons that the solicitation submitted by the unsuccessful Vendor was not awarded the Services. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.
- 33.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
34. PROTESTS
- 34.1. 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.
- 34.1.1. 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.
- 34.1.2. 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.
35. FEDERAL TAX IDENTIFICATION NUMBER.
- 35.1. All Vendors must furnish upon request a federal tax identification number to the Town by way of a W9. Failure to provide this information could result in invoice payments being withheld.
36. BID RESULTS

36.1. Only Vendors who receive awards will be notified of results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.

37. PAYMENT

37.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.

38. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES

38.1. 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.

39. BIDS ARE OFFERS

39.1. The Completed Bid Document 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.

40. CONTINGENT BIDS

40.1. Vendor will not make its Completed Bid Document contingent upon the Town's acceptance of Invitation to Bid, its Exhibits, or Addenda.

41. REPRESENTATIONS AND WARRANTIES

41.1. 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.

42. CONFLICT OF INTEREST

42.1. 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.

43. NO THIRD-PARTY BENEFICIARIES

43.1. 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.

44. TIME IS OF THE ESSENCE

44.1. Vendor agrees that time is of the essence under the Contract.

45. ATTACHMENTS

45.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated

in the Contract.

46. MERGER

46.1. 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.

FORM OF BID

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 Bid Documents for the Convention Center Exhibit Power Distribution Equipment as indicated in the Bid Documents. Having carefully examined and being in compliance with the Town’s Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Completed Bid Documents and propose to perform all Work for the Convention Center Exhibit Power Distribution Equipment in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

Convention Center Exhibit Power Distribution Equipment					
Item No.	Description	Qty.	Unit	Unit Price	Total Price
1	CV-100-OCCC-1: 100 Amp custom built clear view panel, UL Listed for exhibit halls and similar locations with cord set.	10	Ea.		
2	BS-1030: Booth stringers UL Listed for exhibit halls and similar locations.	32	Ea.		
3	30’ Extension Cord	16	Ea.		
4	DH-1000 Doghouse UL Listed for exhibit halls and similar locations	5	Ea.		
Total Base Bid					

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

NOTE: Completed Bid Documents will include all applicable fees.

EQUIPMENT Delivery Date: _____

Respectfully submitted,

Signature

License Number

Address

Title

Date

(Affix Corporate Seal)

REFERENCES

List three (3) references for similar Work successfully completed in the last 12-36 months. Include contact name, address, telephone number and goods sold.

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 ACKNOWLEDGMENT

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	By: _____ Signature
_____ Witness	_____ Printed Name
	_____ Title

SHOW PANEL SPECIFICATIONS

1. Manufacturer: NUTECH Industries Inc, Las Vegas, NV
 - 1.1. 10 Ea #CV-100-OCCC-1: 100 Amp custom built clear view panel, UL Listed for exhibit halls and similar locations with cord set.
 - 1.1.1. Input: 1 ea Veam (CIR series) 3-phase, 4 pole, 5 wire, 120/208, 5 pine and sleeve with 100 amp, 3 pole main circuit breaker
 - 1.1.2. Output:
 - 1 EA – 120/208 60 amp expo receptacle
 - 1 EA – Hubbell 125/250V 30 amp flanged twist lock receptacle
 - 3 EA - Hubbell 120/208V 20 amp flanged twist lock receptacle
 - 1.1.3. Cord set – clear view panel to floor box, 6' length, 4 gauge, 5 conductor type W Cable
 - Input 100 amp, 4 pole, 5 wire, 120/208v pin and sleeve plug
 - Output 1 ea Veam 100 amp, 4 pole, 5 wire 120/208V connector
 - 1.2. 32 EA #BS-1030: Booth stringers UL Listed for exhibit halls and similar locations.
 - 1.2.1. Cord: 30' 12 gauge, 5 conductor SEOWA cable
 - 1.2.2. Input: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock plug
 - 1.2.3. Output: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock connector
 - 1.2.4. Receptacles: 3 ea on 10' center, high impact polycarbonate enclosures, each enclosure housing 2 each Hubbell 20 amp Spec Grade duplex receptacles. 2 sets of black, red and blue devices.
 - 1.3. 16 EA 30' Extension Cord
 - 1.3.1. Cord: 30' 12 gauge, 5 conductor SEOWA Cable
 - 1.3.2. Input: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock plug
 - 1.3.3. Output: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock connector
 - 1.4. 5 EA DH-1000 Doghouse UL Listed for exhibit halls and similar locations
 - 1.4.1. Doghouse High impact polycarbonate with 3 ea Hubbell 20 amp, sepc grade duplex receptacles (1 each Black, red, and blue devices)
 - 1.4.2. Input: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock plug
 - 1.4.3. Output: 1 ea Hubbell 20 amp, 4 pole 5 wire, 120/208 twist lock connector

END OF SECTION