

MAYOR & CITY COUNCIL OCEAN CITY



PROCUREMENT DEPARTMENT

PROPOSAL DOCUMENT FOR CANAL DREDGING CONSULTING SERVICES

BID TIMELINE OF EVENTS
Last Day for Questions: Noon on Friday, August 06, 2021
Addendum: Close of Business on Tuesday, August 10, 2021
Bid Due and Opening Date, Time, & Location: 1:00 pm on Monday, August 16, 2021 sent to 214 65 th Street, Ocean City, MD 21842 Attn: Procurement Department
Ad Run: Thursday, July 16, 2021

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SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Request for Proposal is for the Mayor & City Council Ocean City (“Town”) to contract for Consulting Services for a five (5) year Canal Dredging plan (“Services”) and for said Services to be in conformity with the requirements contained herein (“Proposal Document(s”).
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms, organizations, or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) 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 bidding requirements, please contact Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
 - 3.2. Copies of the Proposal Documents are available on the Town’s [website](#) or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT PROPOSAL DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit one (1) bound original and two (2) unbound originals.
 - 4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (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, and (9) Vendor’s Completed Proposal Document.
 - 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 Proposal 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 Mayor & City Council Ocean City, Attn: Procurement Department, 214 65th Street, Ocean City, MD 21842 and will be identified with the Solicitation name: **CANAL DREDGING CONSULTING SERVICES** and the Vendor’s name, address, and license number. 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 FOR CANAL DREDGING CONSULTING SERVICES”** on the face thereof.
 - 5.1.1. **Sealed Proposal Documents are due and will be opened on Monday, August 16, 2021 at 1:00 pm and will be sent to 214 65th Street, Ocean City, MD 21842, Attn: Procurement Department.**
 - 5.2. 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 or Request for Proposal, or any extension made by Addendum. Proposal 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 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 Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal 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 Proposal 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 Proposal Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Proposal Documents will be valid for a minimum of one hundred and twenty (120) days from the date of Proposal Document opening. Vendors cannot withdraw their Proposal Documents within one hundred and twenty (120) days after the Proposal Opening Date.
- 5.8. Email or faxed Proposal Documents will not be accepted.
6. OPENING OF PROPOSAL DOCUMENTS
 - 6.1. Vendor names will be read into record and remanded to staff for further review for Proposal Documents received on time.
 - 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 Proposal Document opening.
7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS
 - 7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the Proposal 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 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, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
 - 7.2. Completed Proposal 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 proposals 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 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 Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal 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 Proposal 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 Proposal 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 Proposal 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 material suppliers and subcontractors when requested to do so by the Town.
9. PRE-PROPOSAL MEETING
- 9.1. There will not be a pre-proposal meeting for this solicitation. The last day for questions will be noon on Friday, August 06, 2021. Questions will be submitted in writing to Catrice Parsons at cparsons@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 Proposal 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 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 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 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. 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 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 Proposal 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 PROPOSAL DOCUMENTS

9.1. 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.

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 Proposal Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal 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 Proposal 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 Proposal 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 Proposal Documents.

- 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. Vendors 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 Proposal 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 Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
- 17.4. Vendors are cautioned to refrain from including in their Proposal 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 Proposal Document opening 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 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).
 - 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. The Town must be named as an additional insured and the Insurance Certificate furnished to the Town will indicate such coverage.
 - 18.1.2. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
- 18.2. The Successful Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with these Bid Documents.
- 18.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Successful Vendor to be in Default, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Contract. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in this Bid Document. The Successful Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Work performed under these Bid Documents including, but not limited to, claims under the Worker's Compensation Act.
- 18.4. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE SUCCESSFUL VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE SUCCESSFUL VENDOR IN THESE BID DOCUMENTS, OR FOR WHICH THE SUCCESSFUL VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

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 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.

21. SAFETY

21.1. 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.

22. COMMUNICATION

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

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

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

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

26.1. The Town may at any time, as the need arises, order changes within the scope of the Work 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

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

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

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 Proposal 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 Proposal Document who is not properly licensed/certified at the time of the proposal is submitted may be rejected.
32. FORCE MAJEURE
- 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 Request for Proposal 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. PROPOSAL 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. PROPOSALS ARE OFFERS

39.1. The Completed Proposal Document is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, 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 Proposal Document contingent upon the Town's acceptance of Request for Proposal, 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.

END OF SECTION

SECTION III: SCOPE OF WORK

1. General:
 - 1.1. Canal Dredging 5-Year Plan Scope of Work:
 - 1.1.1. Perform Bathymetric Surveying of the specified Canals (18 total Canals as Channel 103 is not part of the Scope of Work),
 - 1.1.2. Complete Geotechnical Analysis (25 Hand Auger Borings with Sieve Analysis & Organic Content Test),
 - 1.1.3. Complete Chemical Testing (5 Total Samples),
 - 1.1.4. Prepare Final Construction Documents, and
 - 1.1.5. Complete necessary State and Federal Permitting.
 - 1.2. Completion of Work: The Work will be considered complete when all Final Construction Documents have been received by the Town as well as all necessary State and Federal Permits. No County permits are required for Canal Dredging work.
 - 1.3. Construction Bidding: Not part of Scope of Work. Upon receipt of Final Construction Documents, the Town will perform all Construction Bidding services for the Canal Dredging Program.
 - 1.4. Construction Inspection: Not part of Scope of Work. The Town will complete all Construction Inspection under the Canal Dredging Program.
 - 1.5. Project Schedule: Within 5 days of receiving the Notice to Proceed (NTP) from the Town, the Successful Vendor will provide a Project Schedule for approval by the Ocean City Engineering Department. See Section #4.1, "Schedule of Work".
 - 1.6. Professional Licensure: See Section #2, "Work Included" for requirements.
 - 1.7. Public Meetings: 1 Public Council Meeting is required. See Section 2.6.1 for required JD Meeting.
 - 1.8. Background: The Town has established an annual program to maintenance dredge Public Channels and Private Canals throughout the network of existing Canals within the Town of Ocean City corporate limits. The Town also extends an opportunity to adjacent property owners to "piggyback" the Town's Canal Dredging Contract for Private Boat Slip Areas. Phases 1 – 4 of the program were completed by 2016. Phases 5 – 10 of the program were completed in April 2021. This project represents Phases 11 -15 of the Canal Dredging Program. The Town typically budgets necessary funding to complete 4,000 to 6,000 Cubic Yards of dredging annually.
 - 1.9. Project Approach:
 - 1.9.1. The "Master Canal List" spreadsheet summarizes the Canals planned as part of the Scope of Work for this project (with exception to Channel 103 which is not part of the Scope of Work). The Canals included in this project are listed in the "Survey / Dredging Needed" chart.
 - 1.9.2. The "Master Canal Drawing" includes the general limits of all the Canals. The Successful Vendor will perform a Bathymetric Survey to include the limits of these Canals.
 - 1.9.3. The "Master Canal List" notes the desired Width and Depth of the specific Canals such that the Survey information can be used to determine the dredging volumes.
 - 1.9.4. Once dredging areas are determined specific to each Canal, the Town will direct which locations to perform the Geotechnical Borings and Chemical Testing.
 - 1.9.5. The Successful Vendor will work with the Town to prepare Plans for Permitting and Final Construction Documents.
2. Work included:
 - 2.1. Canals Included: See "Master Canal List" and "Master Canal Drawing".
 - 2.2. Bathymetric Survey:
 - 2.2.1. Stations: 50' spacing with Cross Sections.
 - 2.2.2. Datum: Mean Low Water (MLW).
 - 2.2.3. Date: Clearly note date of survey on Plans.

- 2.2.4. Transducer: 200 khz transducer required.
- 2.2.5. Private Boat Slip Areas: Surveying work includes the Private Boat Slip Areas to the extent possible. Successful Vendor is not required to attempt to have property owners move vessels, floating docks, etc. to complete the survey.
- 2.2.6. Volume Calculations: Provide overall volume quantities for each specific Canal, broken down into the "Public Channel" and "Private Boat Slip Areas".
- 2.2.7. Color Coded Elevations: Bathymetric Survey will show a "Heat Map" in 1' contours.
- 2.2.8. Benchmark: Each Canal survey must be tied to a specific Benchmark that is referenced on the Construction Plans.
- 2.2.9. Sound Velocity or Bar Checks are required.
- 2.2.10. Multi-Beam Survey not required. Single-Beam Survey is sufficient.
- 2.2.11. Licensure: Work must be performed by a Professional Surveyor licensed in the State of Maryland.
- 2.2.12. Post Dredge Surveys: Not part of Scope of Work.
- 2.3. Geotechnical Analysis:
 - 2.3.1. Samples: Collect 25 total material samples for geotechnical visual classification (USCS). Town Staff will direct where the samples will be taken from.
 - 2.3.2. Testing: Each sample will include a Sieve Analysis and Organic Content test.
 - 2.3.3. Results: USCS classifications and testing results will be noted on a standard "Boring Log".
 - 2.3.4. Construction Plans will show location of where the specific borings were obtained in each Canal.
 - 2.3.5. Geotechnical Report: Not required.
 - 2.3.6. Licensure: Work must be managed by a Professional Engineer licensed in the State of Maryland.
- 2.4. Chemical Testing:
 - 2.4.1. Collect five (5) total material samples and provide individual Toxicity Characteristic Leaching Procedure (TCLP) testing for each sample. Town Staff will advise on the five (5) locations for the TCLP testing.
 - 2.4.2. Testing must be completed by a NELAP (National Environmental Laboratory Accreditation Program) accredited laboratory.
- 2.5. Construction Plans: Develop Construction Plans including the following information:
 - 2.5.1. Cover Sheet clearly showing all Canals and Vicinity Map;
 - 2.5.2. Plan view for each Canal (scales may vary as necessary) – it is ideal to fully show 1 Canal per 24"x36" sheet and typical scales of 1" = 40' to 1" to 60' are ideal;
 - 2.5.3. Two (2) Cross Section views per Canal, preferably on the same sheet as the Plan view;
 - 2.5.4. Clearly designate "Public Channel" and "Private Boat Slip Area", preferably through a light gray hatch for the "Public Channel" and diagonal cross hatch for the "Private Boat Slip Areas";
 - 2.5.5. Survey Elevations: Plans will have a clear way to delineate between shallow areas to be dredged and areas deep enough to not require dredging (i.e. deep elevations color coded in black and shallow elevations color coded in red).
 - 2.5.6. The Town will provide an AutoCAD DWG file as a Basemap for the project;
 - 2.5.7. Subaqueous Utilities: Show existing Public and Private Subaqueous utilities (the Town will provide location and type of existing Subaqueous Utilities). Due to sensitivity of this information, these As-Built Drawings will only be provided to the Successful Vendor. The utilities include Water, Sewer, Power, Gas, and Communications to be shown on Plans at the infrequent locations where Dredging activities will coincide with existing utilities.
 - 2.5.8. Storm Drain Outfalls: Show existing Storm Drain Outfalls corresponding with specific Canals that are being dredged.
 - 2.5.9. Stationing: Include stationing information specific to each Canal in 50' intervals.
 - 2.5.10. Standard Titleblock information (Date, Scale, Sheet #, Contact Information, North Arrow, Title, Legend, and Revision Block);

- 2.5.11. Addresses: Show house number of property owners adjacent to Canals. The Town will provide an Address File to overlay onto the drawing;
- 2.5.12. Construction Staging: The Town will provide a list of Construction Staging Areas to be included in the Plans;
- 2.5.13. Datum: Mean Low Water (MLW) Datum will be utilized.
- 2.5.14. Licensure: Work must be managed by a Professional Engineer licensed in the State of Maryland.
- 2.5.15. Design Submittals: In lieu of traditional 30/60/90 Design Submittals, Town Staff will meet with the Successful Vendor in-person at the Vendor's office to provide immediate review and feedback of the progress plans. This step is for the purpose of streamlining the review process and avoiding the traditional time lapses occurring between design submittals and Town reviews;
- 2.5.16. Final Construction Documents: Will be provided to the Town as final PDF and AutoCAD files. AutoCAD file must be in MD State Plane for future Construction Stakeout of Canals.
- 2.6. Permitting:
 - 2.6.1. Coordinate and present at Jurisdictional Determination (JD) Meeting with permit agencies to streamline Federal and State review process.
 - 2.6.2. Acquire necessary Federal (Army Corps of Engineers) and State (Maryland Department of the Environment) project permits. Some "open water" areas may require Wetland Permits (WP) which will require approval by Maryland Board of Public Works (MD BPW). In this event, the Town will pay the \$1,000 MD BPW review fee.
- 3. Town Responsibilities Under the Contract:
 - 3.1. Design & Review Meetings: Town Staff will be available to attend a minimum of 3 In-Person Design Meetings at the office of the successful Engineering Firm. Town Staff will also be available for digital Design Meetings in lieu of In-Person meetings.
 - 3.2. Construction Staging: The Town will provide the Successful Vendor with approximately 10 Public Right of Way (ROW) locations in Town to generally include (i.e. minimal details necessary) on an individual 24"x36" plan sheet titled, "Construction Staging Areas".
 - 3.3. Channel Markings: The Town will coordinate with DNR Post Dredging to provide Channel Markings as necessary. Channel Markings are not part of the Scope of Work.
 - 3.4. Provide necessary files for this project, including:
 - 3.4.1. AutoCAD Basemap (DWG File in MD State Plane).
 - 3.4.2. AutoCAD Storm Drain (2 DWG Files).
 - 3.4.3. "Master Canal Drawing" AutoCAD (DWG File).
 - 3.4.4. Address Overlay File (AutoCAD Shape File).
 - 3.4.5. "Master Canal List" (Excel File).
 - 3.4.6. Files are available at the link below:
<https://www.dropbox.com/sh/y6cm2lf2iezzay/AABpqQaiZrfLq5ziDvsw6Mf2a?dl=0>
- 4. Schedule and Sequence of Work:
 - 4.1. Schedule of Work:
 - 4.1.1. Advertisement: July 16, 2021.
 - 4.1.2. Pre-Bid Meeting: No Pre-Bid Meeting will be held.
 - 4.1.3. Last Day for Questions: August 6th.
 - 4.1.4. Bid Opening: August 16th.
 - 4.1.5. Town of Ocean City Evaluation: August 17th to August 27th.
 - 4.1.6. Award: August 30th.
 - 4.1.7. Notice to Proceed (NTP): Planned to be issued no later than September 20th.
 - 4.1.8. Permit Submittal: Plans should be submitted for permit review by April 20, 2022. Town Staff understands that permit review timeframes vary greatly and will likely be in the range of 6 to 9 Months. The Successful Vendor is expected to provide a quality submittal for the Joint Federal /

State Permit and answer questions from ACE/MDE staff as necessary but assumes no responsibility for delays in receiving this permit.

4.1.9. Final Construction Plans: Complete by July 20, 2022.

5. Selection Criteria:

- 5.1. Proposals: Proposals should be simple and economical. The Proposals should be straightforward, concise, thorough, and clear.
- 5.2. References: Provide three (3) project examples that were awarded to the firm by another jurisdiction for provision of similar services. The project awards must be within the last five (5) years and may be completed or ongoing. The following information should be included: Name of jurisdiction, date of award, summary of work, duration of project, final award amount, and a contact person who can verify the information.
- 5.3. Subconsultants: Subconsultants must be identified in the Proposal.
- 5.4. Experience (40%):
 - 5.4.1. Expertise in marine work is necessary.
 - 5.4.2. Project Team: Key Personnel should be identified, including Project Manager, Project Engineers, and any subconsultants. Identify roles and professional credentials of all major practitioners shown on the chart. Clearly identify the roles and responsibilities each team member will have. The design team must be directly supervised by a Professional Engineer (PE) licensed in the state of Maryland.
- 5.5. Project Approach, Understanding, & Schedule (35%): Provide details to affirm understanding of the technical requirements and range of services necessary to successfully complete the project.
- 5.6. Price (25%).
- 5.7. Interviews: Interviews are not planned as part of this Proposal.
- 5.8. Selection Process:
 - 5.8.1. The Selection Committee will independently review and score each Proposal received and contact References as deemed necessary.
 - 5.8.2. The Selection Committee will meet as a group to review and discuss the content of the submitted proposals in accordance with the requirements of the RFP.
 - 5.8.3. The Selection Committee will rank the Proposals and the top ranked firm will be provided to the Town Procurement Department for executing a Contract.

END OF SECTION

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 Proposal Documents for the Canal Dredging Consulting Services 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 Canal Dredge Consulting Services in strict accordance with the Proposal Documents, within the time set forth therein, and at the prices stated below.

Item Description	UOM	QTY.	Extended Fee
Bathymetric Survey	LS	-	
Geotechnical Analysis	LS	-	
Chemical Testing	LS	-	
Construction Documents	LS	-	
State & Federal Permitting	LS	-	
Meetings: 1 Council Meeting & 1 JD Meeting	LS	-	
Total Fee			

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

***If you answered Yes to either of the above questions please attach documentation to your Proposal describing further.**

- Is a copy of your organizations contract included with your Completed Proposal Document?
(Yes)____ (No) _____ CHECK One.
- Has your organization compiled your Completed Proposal Document as per Section I, subsection 4.3?
(Yes)____ (No) _____ CHECK One
- Prior to starting work your organization agrees to get a Mayor & City Council Ocean City Business license?
(Yes)____ (No) _____ CHECK One

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 Proposal Documents will include all applicable fees.

Respectfully submitted,

Signature

Maryland Business License Number

Address

Title

Date

(Affix Corporate Seal)

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:		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:	

Sign for Identification

Printed Name

ADDENDA ACKNOWLEDGEMENT

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
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, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal 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 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 Work;
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

Witness

By: _____
Signature

Printed Name

Title

NOTICE TO PROCEED

To:

Date:

Work: CANAL DREDGE CONSULTING SERVICES

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

MAYOR & CITY COUNCIL OCEAN CITY
BY _____
Paul Mauser

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 2021.

By _____

Title _____

Canal Dredging: Master Canal List							
Canal #:	Location Description:	Channel Length (Feet):	Channel Width (Feet):	Average Depth (MLW):	Permit Depth (MLW):	Volume (CY):	(Completion Date):
Dredging Completed:							
Private Canals							
2.A	Harbour Island: Between Teal Drive and Harbour Island (Adjacent to Jacqueline Avenue)	500	330	-	4	2,655	(December 2018)
9	Between 25th & 26th Street	700	20	-	4	2,996	(Complete)
10	Fish Tales, Bahia Marina, Swordfish Basin: Immediately South of Bayshore Drive Extending to Between Marlin Drive & Herring Way	5,520	30 40 60	-	4 4 6	9,200	In Progress (Winter 2021-2022)
11	Bayshore Estates: Immediately North of Robin Drive	550	40	2	-	-	N/A (Not Used)
12	Bayshore Estates: Between Tern Drive & Jolly Roger	1,140	30	-	4	1,874	(Complete)
13	Bayshore Estates: Between Plover Drive & Tern Drive	850	40	-	3	1,511	(Complete)
14	Bayshore Estates: Between Gull Way & Plover Drive	850	40	-	4	407	(March 2020)
15	Bayshore Estates: Between Bayshore Court & Gull Way	750	40	-	4	851	(March 2020)
18	Bayshore Estates: Immediately South of Penguin Drive	2,000	40	-	4	5,133	(March 2020)
19	Between Trimper Avenue & Hitchens Avenue	650	20	-	4	2,506	(Complete)
20	Wight Bay Condominiums: South of 49th Street (Adjacent to 48th Street)	400	20	-	4	3,528	(Complete)
21	Warren's Park: Between 52nd Street & Canal Overlook Lane	900	30	-	4	4,942	(Complete)
26	Sunset Island, Broad Marsh, and Bruff Isle: Area Immediately North of Sunset Island	2,370	30	-	3	3,278	(March 2021)
39	Caine Keys II: Between Winter Harbour Drive & Old Landing Road	1,960	20	-	4	5,441	(March 2017)
40	Caine Keys II: Between Old Wharf Road & Winter Harbor Drive	1,960	20	-	4	3,360	(Complete)
41	Caine Keys II: Between Channel Buoy Road & Old Wharf Road	1,960	20	-	4	4,184	(Complete)
44	Jamestown Road: Between Newport Bay Drive & Jamestown Rd. (Immediately West of The Greene Turtle)	2,060	30	-	4	1,327	(February 2019)
44.A	Jamestown Road: Between Windward Dr. & Newport Bay Dr.	210	30	-	4	217	(February 2019)
46	Jamestown Road: Between Seaward Road & Windward Drive	520	30	-	4	1,556	(February 2019)
54	Montego Bay: Between 136th Street & Peachtree Road	2,540	30	-	4	4,665	(January 2019)
56	Caine Woods: Between Loop Road & 139th Street	1,100	30	-	3	2,040	(February 2019)
56.A	Caine Woods: Between 139th Street & S Surf Road	550	30	-	3	1,534	(April 2020)
57	Caine Woods: Between Laurel Road & 141st Street	1,600	30	-	4	443	(February 2019)
58	Caine Keys II: Immediately South of Old Landing Road	1,100	20	-	4	2,553	(Complete)
Public Channels							
102	66th Street Open Bay Channel to 64th Street Boat Ramp Access	3,200	50	-	3	3,970	(March 2019)
24	64th Street Boat Ramp Channel	1,870	40	-	3	2,950	(August 2016) & (March 2019)
Total Dredging Completed:						63,921	

Canal Dredging: Master Canal List							
Canal #:	Location Description:	Channel Length (Feet):	Channel Width (Feet):	Average Depth (MLW):	Permit Depth (MLW):	Volume (CY):	(Completion Date):
*Survey / Dredging Needed:							
Private Canals							
2	Harbour Island: Immediately South of 14th Street & Running Parallel to Edgewater Avenue	1,500	50	-	6	-	-
4	Trout Creek: Between Shad Row & St. Louis Avenue	450	30	-	4	-	-
6	Between Tuna Lane & Kingfish Street	600	30	-	4	-	-
8	Isle of Wight: Immediately South of Flounder Lane (Adjacent to 24th Street)	700	40	-	4	-	Bulkhead Repair Needed
18.A	Bayshore Estates: Immediately North of Bayshore Court	800	30	-	4	-	-
22	Bayspot Condominium: Between 53rd Street & 52nd Street	1,100	30	-	4	-	-
23	Macky's: Between Macky's & 53rd Street	1,350	30	-	4	-	-
25	Sunset Island: Between 67th Street & OCPW Campus (Immediately South of Sunset Island)	1,550	40	-	4	-	-
32	Little Salisbury: Between 94th Street & Mooring Road	1,500	30	-	4	-	-
33	Little Salisbury: Immediately North of 94th Street	2,700	30	-	4	-	-
34.A	Little Salisbury: Between Westway Drive & N Pacific Avenue	350	20	-	4	-	-
44.B	Jamestown Road: Immediately South of Jamestown Road (West End of Street)	950	30	-	4	-	-
45	Jamestown Road: Between Shipwreck Road & Seaward Road	470	30	-	4	-	-
48	Heron Harbour: Between N Heron Gull Ct. & S Heron Gull Ct.	780	30	-	4	-	-
50	Hidden Harbour: Between Hidden Harbour & Heron Harbour (Adjacent to 122nd Street)	3,600	40	-	4	-	-
51	Hidden Harbour: N/S Canal Immediately East of Island at Hidden Harbour	950	40	-	4	-	-
52	Hidden Harbour: Between 125th Street & McComas Avenue (Adjacent to 124th Street)	900	40	-	4	-	-
Public Channels							
27	Little Salisbury: Immediately South of Bering Road to the Bay (Caribbean Drive Boat Ramp Channel)	4,800	50	-	4	-	-
103	Caine Keys II: Access Channel	4,600	50	2	4	-	Grant Needed
<p>*Note: Canals listed above under "Survey / Dredging Needed" are in the process of being Surveyed and Permitted. Permits are expected to be obtained by October 2022 and Dredging operations are planned to extend from November 2022 to March 2028. The Canals will be prioritized based on the most shallow Canals being completed first. The order of priority of the dredging of the Canals is planned to be made publicly available in a document titled "Master Canal Plan" that should be posted to the website in the Summer of 2022.</p>							

Canal Dredging: Master Canal List							
Canal #:	Location Description:	Channel Length (Feet):	Channel Width (Feet):	Average Depth (MLW):	Permit Depth (MLW):	Volume (CY):	(Completion Date):
*Dredging / Survey NOT Needed:							
Private Canals							
1	Edgewater	-	-	-	-	-	-
3	Butterfish Cove: Between Teal Dr. & Marlin Dr. / Shad Row	1,900	40	5	-	-	-
5	Minnow Creek: Between Kingfish Street & 17th Street	500	40	4.1	-	84	-
16	Bayshore Estates: Between Osprey Road & Robin Drive	410	30	4.2	-	67	-
17	Bayshore Estates: Between Bayshore Court & Osprey Road	575	30	4.7	-	83	-
19.A	Bayshore Estates: Immediately North of 32nd Street	3,900	50	5.1	-	-	-
28	Little Salisbury: Between S Pacific Avenue & Bering Road	700	60	5.9	-	-	-
29	Little Salisbury: N/S Canal Between Bering Road & Rusty Anchor Road	910	50	5	-	-	-
30	Little Salisbury: Between Bradley Road & Rusty Anchor Road	1,000	30	4.8	-	11	-
31	Little Salisbury: Between Mooring Road & Bradley Road	1,310	20	5	-	-	-
34	Little Salisbury: Between Salt Spray Road/ Arctic Avenue & Dory Road/ Westway Drive	1,150	30	5	-	-	-
35	Little Salisbury: Between 94th Street & Salt Spray Road	1,375	40	4.8	-	863	-
36	Caine Keys II: Between Point Lookout Road & Pine Needle Road	830	30	4.8	-	94	-
37	Caine Keys II: Between Pine Needle Road & Shifting Sands Drive	830	30	5	-	-	-
38	Caine Keys II: Immediately East of Shifting Sands Drive	900	30	5	-	-	-
42	Cainey Keys: Between 112th Street & Channel Buoy Road	1,930	20	4.4	-	924	-
43	Heron Harbour & Jamestown Road: Between S Heron Drive & Windward Drive (Entrance Area)	1,650	30	4.2	-	156	-
47	Jamestown Road: Between Club Ocean Villas & Newport Bay Drive	1,400	30	4.2	-	192	-
49	Heron Harbour: Perimeter Canal (Between N Heron Drive & S Heron Drive)	3,800	20	4.1	-	268	-
53	Montego Bay: Between Pine Tree Road / Gulf Stream Drive & Sea Breeze Dr / Beachcomber Ln / Oyster	2,850	60	5	-	-	-
55	Caine Woods & Montego Bay: Between S Surf Road & Gulf Stream Drive	1,980	60	9.5	-	-	-
59	Heron Harbour: Between Blue Heron Court & White Heron Court	500	40	4.4	-	52	-
60	Caine Woods: Between Seaweed Lane & Sea Captain Road (Adjacent to Tunnel Avenue)	800	40	5	-	-	Outfall Dredged
61	Little Salisbury: Immediately South of Dory Road	350	30	5.9	-	-	-

*Note: Other than Marina areas, standard protocol is to dredge Canals to a maximum depth of -4.0' MLW. State & Federal permits routinely allow permitting of Canals to a maximum depth of -4.0' MLW. Canals deeper than -4.0' MLW are included in the list above, "Dredging NOT Needed".