

# MAYOR & CITY COUNCIL OF OCEAN CITY



PROCUREMENT DEPARTMENT

## BID DOCUMENT FOR

### CITYWIDE ELEVATOR & ESCALATOR MAINTENANCE & REPAIR SERVICES

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<b>BID TIMELINE OF EVENTS</b>
<b>Pre-Bid Meeting:</b> 11:00 a.m. on Thursday, July 22, 2021 in the Purchasing Conference Room located at 214 65 <sup>th</sup> St., Ocean City, MD 21842
<b>Last Day for Questions:</b> Noon on Monday, July 26, 2021
<b>Addendum:</b> Close of Business on Wednesday, July 28, 2021
<b>Bid Submission Date:</b> Monday, August 09, 2021 by 4:00 p.m.
<b>Bid Submission Location:</b> 301 N. Baltimore Ave. Room 230, Ocean City, MD 21842, Attn: City Manager
<b>Bid Opening Date:</b> Tuesday, August 10, 2021 at 1:00 p.m.
<b>Bid Opening Location:</b> Council Work Session 301 N. Baltimore Ave., Ocean City, MD
<b>Ad Run:</b> Thursday, July 15, 2021

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## SECTION I: INTRODUCTION

1. PURPOSE
  - 1.1. The purpose of this request for Bid Documents is for the Mayor & City Council of Ocean City ("Town") to procure a Vendor to inspect, test, maintain and repair elevators & escalators throughout the Town ("Service") and for said Services to be in conformity with the requirements contained herein (collectively known as "Bid Document(s)").
2. CLARIFICATION OF TERMS
  - 2.1. Professional firms 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 Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
  - 3.2. Copies of the Bid Documents are available on the Bid Tab of the Town's [website](#) or by calling (410) 723-6647 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 two (2) bound copies.
  - 4.3. Bids should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Addenda Acknowledgement, (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid and (7) Non-Collusive Affidavit, and (8) Submittals requested in Section V Responsive and Responsible Vendor Selection Process.
  - 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 Scope of Services, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID
  - 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 of Ocean City and will be identified with the project name: "**CITYWIDE ELEVATOR & ESCALATOR MAINTENANCE & REPAIR SERVICES**" and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
    - 5.1.1. **Sealed Bid Documents are due no later than Monday, August 09, 2021 at 4:00 p.m. and will be opened and read aloud at the Mayor and City Council Work Session held on Tuesday, August 10, 2021 at 1:00 p.m. Bids are to be submitted to Mayor & City Council Ocean City, Attn: City Manager; Room 230, 301 N. Baltimore Avenue, 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 and this Solicitation, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

- 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Procurement 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 services 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 Scope of Services 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 ninety (90) days from the date of Bid Document opening.
6. OPENING OF BIDS
  - 6.1. Bid Documents received on time will be opened publicly and vendor's names and bid total will be read aloud for the record.
  - 6.2. The Contract will be awarded or all Bid Documents will be rejected within ninety (90) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BIDS
  - 7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
  - 7.2. In determining a Vendor's RESPONSIBILITY, the Town will consider the qualifications listed in Section IV.
  - 7.3. 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.
  - 7.4. 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 Scope of Services 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 Goods and/or Work required and are expected to completely familiarize themselves with the requirements of this Bid Document's Scope of Services. 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.
9. PRE-BID MEETING
  - 9.1. A pre-bid meeting will be held in the Purchasing Conference Room on Wednesday, July 22, 2021 at 11:00 a.m., located at 214 65th Street, Ocean City, MD 21842 for any questions concerning the Bid Documents.
    - 9.1.1. The last date to submit questions for clarification will be noon on Monday, July 26, 2021.

**END OF SECTION**

## **SECTION II: GENERAL INFORMATION**

1. ECONOMY OF BID DOCUMENTS
  - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
  - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
  - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
  - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
  - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
  - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
  - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract 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.

## 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 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
  - 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 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
- 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.

**END OF SECTION**

## **Section III: GENERAL CONDITIONS**

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

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

Town unless the Successful Vendor believes that such Field Order entitles it to a change in Contract Price and/or Time in which event it will give the Town Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Successful Vendor will not execute such changes pending the receipt of an executed Change order or further instruction from the Town.

8. CHANGES IN CONTRACT PRICE

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

8.1.1. Unit prices previously approved.

8.1.2. An agreed lump sum by both parties.

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

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

9. TIME FOR COMPLETION

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

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

10. TERMINATION FOR CONVENIENCE

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

11. SUSPENSION OF WORK, TERMINATION AND DELAY

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

11.2. Where the Successful Vendor's Services have been so terminated by the Town, said termination will not affect any right of the Town against the Successful Vendor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Successful Vendor will not release the Successful Vendor from compliance with the Bid Documents.

11.3. After ten (10) days from delivery of a Written Notice to the Successful Vendor from the Town, may, without prejudice to any other right or remedy, elect to abandon the Services and terminate the Contract. In such case, the Successful Vendor will be paid for all Services executed and any expense sustained plus reasonable profit.



11.4. If, through no act or fault of the Successful Vendor, the Services are suspended for a period of more than ninety (90) days by the Town or under an order of court or other public authority, or the Town fails to act on any request for payment within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved or awarded by arbitrators within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Town or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Successful Vendor may, after ten (10) days from delivery of a Written Notice to the Town, terminate the Contract and recover from the Town payment for all Services executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Town has failed to act on a request for payment or if the Town has failed to make any payment as aforesaid, the Successful Vendor may upon ten (10) days Written Notice to the Town stop the Services until it has been paid all amounts then due, in which event and upon resumption of the Services, Change Orders will be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the cost and delays attributable to the stoppage of the Services.

11.5. If the performance of all or any portion of the Services are suspended, delayed, or interrupted as a result of a failure of the Town to act within the time specified in the Bid Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time will be made by Change Order. Extension of time will be the Successful Vendor's exclusive remedy for any delay no matter how or by whom caused.

## 12. INDEMNIFICATION

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

## 13. SEPARATE CONTRACTS

13.1. The Town reserves the right to utilize other contracts in connection with this Services. The Successful Vendor will afford other Vendors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work of any other Successful Vendor, the Successful Vendor will inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results.

13.2. The Town may perform additional work related to the Services by itself, or it may let other contracts containing provisions similar to these. The Successful Vendor will afford Vendors who are parties to such Contracts (or the Town, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and will properly connect and coordinate its work with theirs.

13.3. If the performance of additional work by other Vendors or the Town is not noted in the Bid Documents prior to the execution of the Contract, written notice thereof will be given to the Successful Vendor prior to starting any such additional work.

## 14. SUBCONTRACTING

14.1. The Successful Vendor may utilize the work of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

14.2. The Successful Vendor will not award Services to subcontractors(S), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Town.

14.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.

- 14.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Services to bind subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the work of Subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.
- 14.5. Nothing contained in the Contract will create any contractual relation between any Subcontractor and the Town.
15. FACILITIES MANAGER'S AUTHORITY
  - 15.1. The Facilities Manager will act as the Town's representative during the Contract Term. He will decide questions which may arise as to quality and acceptability of materials furnished and Services performed. The Facilities Manager will make visits to the site and determine if the Services are proceeding in accordance with the Bid Documents.
  - 15.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials, workmanship and execution of the Services.
  - 15.3. The Facilities Manager will not be responsible for the means, controls, techniques, sequences, procedures, or work site safety.
16. GUARANTY
  - 16.1. Successful Vendor will, unless otherwise indicated, guarantee all materials and equipment furnished and Services performed for a minimum of one (1) year from the date of installation. Successful Vendor warrants and guarantees for a minimum of one (1) year from the date of installation of the system that the completed system is free from all defects due to faulty materials or workmanship and the Successful Vendor will promptly make such corrections as may be necessary by reason of such defects. The Town will give notice of observed defects with reasonable promptness. In the event that the Successful Vendor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Town may do so and charge the Successful Vendor the cost thereby incurred.
17. SAFETY
  - 17.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to the Services.
18. COMMUNICATION
  - 18.1. If Vendor or Vendor's subcontractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
19. UNDOCUMENTED WORKERS
  - 19.1. 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.
20. SUCCESSFUL VENDOR'S SCHEDULES
  - 20.1. The Successful Vendor will prepare and submit for the Town a Vendor Schedule for the Services. The Schedule will not exceed time limits current under the Contract, will be revised at appropriate intervals as required as the conditions of the Services, will be related to the entire project required by the Contract, and will provide for expeditious and practical execution of the Services.
21. HAZARDOUS MATERIALS
  - 21.1. The Vendor is responsible for compliance with the requirements of the Contract regarding hazardous materials. If the Vendor encounters a hazardous material or substance not addressed in the Contract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Vendor, the Vendor will, upon recognizing the condition, immediately stop Services in an affected area and report the condition to the Town in writing. When the material or substance has been rendered harmless, Services in the affected area will resume upon written agreement of the Town and Vendor. By Change Order, the Contract Term will be extended appropriately and the Contract Sum will be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

- 21.2. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Vendor and its Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Services in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Subsection 21.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the part seeking indemnity.
- 21.3. If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing the Services as required by the Contract, the Town will indemnify the Vendor for all cost and expense thereby incurred.

## SECTION IV: SCOPE OF SERVICES

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

### 1. SCOPE OF SERVICES INTENT

- 1.1. Pro-Active Preventive Maintenance for the equipment covered by this Scope of Services to facilitate the following:
  - 1.1.1. Consistent safe operation of equipment
  - 1.1.2. Maximum operational performance of equipment
  - 1.1.3. Maximum beneficial usage of equipment
  - 1.1.4. Maximum life cycle of equipment
- 1.2. Vendor expressly acknowledges that the Town is relying on Vendor's professional expertise in performance of Services to achieve and maintain intent.
- 1.3. For clarification, elevators, escalators, platform lifts and corresponding subsystems or ancillary devices may be referred to collectively as "Equipment" and in the singular as "Units" in the Scope of Services and in **EXHIBIT A**.
- 1.4. In the Scope of Services, "regular work hours" is hereby defined as Monday through Friday from 8:00 am to 4:30 pm.
- 1.5. For clarification, Service Calls are hereby defined as any written or verbal request by Town staff (or their representative) for service or assistance. Service and assistance include, but is not limited to, the troubleshooting of systems that are deficient, defective, shutdown or malfunctioning.
- 1.6. For clarification, repairs are hereby defined as any effort requiring labor and/or materials to correct deficiencies, defects or malfunctions that meet one or more of the criteria below. The labor and/or materials utilized to complete Repairs will be billable at the corresponding rates identified in the FORM OF BID.
  - 1.6.1. Are Identified under the Scope of Services section entitled EXCLUSIONS.
  - 1.6.2. Are not repairs that are required to satisfy the inspection, testing and maintenance tasks as specified in the Scope of Services
- 1.7. For clarification, Overtime and Weekend/ Holiday labor rates required to diagnose or correct deficiencies, defects or malfunctions in response to a Service Call are applicable unless one or more of the following criteria is true:
  - 1.7.1. Satisfies conditions identified in Section 5.2 of the Scope of Services.
  - 1.7.2. They arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Successful Vendor, its employees, agents, sub-contractors, or others for whom it is responsible.

### 2. CONTRACT TERM

- 2.1. The base term of the Contract will be for the period September 1<sup>st</sup>, 2021 through August 31<sup>st</sup>, 2024 ("Term") with the option to extend for two (2) additional three (3) year terms as mutually agreed to by both parties and contingent upon funding.
- 2.2. Should both parties agree to extend Contract term, written notice will be provided by Successful Vendor a minimum of ninety days in advance of Contract expiration.

### 3. VENDOR SERVICES

- 3.1. Vendor will perform all inspection, testing, maintenance and repair tasks as required by ASME A17.1 and A18.1.
- 3.2. Vendor will also perform all inspection, testing, maintenance and repair tasks identified in **EXHIBITS C, D, E and F**. The tasks will be performed at the frequencies established in the aforementioned **EXHIBITS**. Upon commencement of the Contract, the Facilities Manager will provide a maintenance checklist for each type of Equipment. Vendor will complete and submit checklist for each unit in Contract Inventory to receive payment for services.
- 3.3. Vendor will provide 24 hour-seven day a week service capability.

- 3.4. Services will include, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work and materials expressly required under the Scope of Services or reasonably inferred whether or not expressly stated herein.
- 3.5. Coordinate and follow the directives of the Town with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of Scope of Services.
- 3.6. Services will be performed as follows:
  - 3.6.1. In conformance with all provisions of these Bid Documents.
  - 3.6.2. In conformance with all legal statutes and Code requirements.
  - 3.6.3. In conformance with all applicable original equipment manufacturer's specifications.
  - 3.6.4. In conformance with the Town's rules, policies, regulations, and requirements for Services at the Facility, as modified and supplemented during Term of the Contract.
  - 3.6.5. To the Town's satisfaction.
  - 3.6.6. By qualified, careful and efficient employees in conformity with best industry practices.
  - 3.6.7. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency.
  - 3.6.8. In such manner as to minimize any annoyance, interference, or disruption to occupants of the facility and their invitees.
- 3.7. Materials: The term "Materials" will include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials will be:
  - 3.7.1. New.
  - 3.7.2. Non-Proprietary.
  - 3.7.3. Best quality and suitable for their intended uses.
  - 3.7.4. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by the Town's Facility Manager in writing.
  - 3.7.5. Parts requiring repair will be rebuilt to "like new" condition.
  - 3.7.6. All lubricants will be suitable for purpose intended and will meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
  - 3.7.7. All materials delivered and stored at the Facility which are intended to become part of the completed Services will pass to the Town upon installation.
  - 3.7.8. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials will be permitted. Vendor will stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Scope of Services.
  - 3.7.9. Lubricants, cleaning fluids and all combustible liquids will be stored in a metal cabinet in machine room and will be disposed of in accordance with Federal, State, or local jurisdiction guidelines. A metal can with lid will be provided in each machine room for temporary storage of oily rags.
  - 3.7.10. Proration of equipment or materials will not be allowed, nor will partial financial responsibility for a repair.
  - 3.7.11. Consideration will be given in regard to obsolescence of systems, materials or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.
- 3.8. No parts or equipment required by Services may be removed from the Facility without written approval of the Facilities Manager. This does not include renewal parts stocked on site by Successful Vendor, which will remain Successful Vendor's sole property until installed on the equipment. Expediently replenish parts/materials as utilized.
- 3.9. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of the Town, the Town's tenants, the Town's employees, Successful Vendor's employees, and other persons on or about the Facility.

- 3.10. Repair, to the satisfaction of the Town, any damage to the Facility and adjacent areas caused by the performance of Services.
- 3.11. Additional services included at no additional cost to the Town:
  - 3.11.1. Attendance and assistance at annual third-party inspection of elevators and escalators.
  - 3.11.2. To minimize, annoyance, interference or disruption to occupants of the Facility and their invitees, performance of preventive maintenance procedures and repairs of elevators and escalators during other than the normal operating hours of the Facility.
  - 3.11.3. Successful Vendor will provide annual report documenting any long-term repair/ modernization recommendations for purposes of Town fiscal planning. Annual report will include cost estimates and be transmitted to the Town's Facilities Manager on the first day of November each year.
  - 3.11.4. Attendance and assistance during annual Fire Service testing as required in parts "A" and "C" of attached **EXHIBIT G**. Vendor will coordinate and assist with the inspection of systems by the Town Fire Alarm System Vendor.
  - 3.11.5. Successful Vendor will perform annual Stand-By Emergency Power Test and as required in part "B" of attached EXHIBIT G. The Town will operate generator during testing.
  - 3.11.6. Successful Vendor will provide copies of maintenance records, invoices, billing statements and inspection records within seven calendar days of Town's request.

#### **4. SUCCESSFUL VENDOR'S EMPLOYEES**

- 4.1. Will have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- 4.2. Will be responsible for the supervision and execution of Services by its employees. Successful Vendor will inform the Town of the name of its Supervisor responsible for execution of Service and said Supervisor will have the authority to act as Successful Vendor's agent.
- 4.3. Successful Vendor will employ a sufficient number of trained and capable employees to properly, adequately, safely and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of Vendor's employees are the responsibility of the Successful Vendor, who is in all respects the employer and Town will have no liability with respect thereto.
- 4.4. Successful Vendor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If the Town, in the Town's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Successful Vendor employee has violated the Scope of Services by performing unsatisfactory Services, interfering with operation of the Facility, bothering or annoying any occupants, other vendors or sub-contractors at the Facility, or that such actions or conduct is otherwise detrimental to the Town, then upon receipt of the Town's written notice, Successful Vendor will immediately provide qualified replacement person(s).
- 4.5. Successful Vendor will not engage any sub-contractors or other parties to perform Services unless first approved in writing by the Facilities Manager. The Town's acceptance of sub-contractors or other parties will not relieve, release or affect in any manner any of Successful Vendor's duties, liabilities or obligations hereunder, and Successful Vendor will at all times be and remain fully liable hereunder.

#### **5. SUCCESSFUL VENDORS HOURS AND MANNER OF WORK**

- 5.1. Services, except as otherwise noted under the Scope of Services, will be performed during regular working hours of regular working days which is hereby defined as 8:00 am to 4:30 pm, Monday through Friday.
- 5.2. For Service Calls and repairs, Overtime and Weekend/ Holiday labor rates will be applicable *except* under the following conditions:
  - 5.2.1. Passenger entrapments.
  - 5.2.2. Elevator group control system malfunctions.
  - 5.2.3. Two (2) or more elevators out of service in any single facility.
  - 5.2.4. One (1) or more escalators out of service in any single facility.
- 5.3. Response time for Service Calls:
- 5.4. A "Standard" Service Call is hereby defined as a low priority request for service or assistance.

- 5.5. An "Emergency" Service Call is hereby defined as a high priority request for service or assistance where there is the potential for injury or damage to property and equipment. It includes instances where a passenger is entrapped by an elevator, escalator or platform lift.
- 5.6. Response time for Standard Service Calls:
  - 5.6.1. During the hours identified in Scope of Services section 5.1, Vendor will arrive at the Facility within one (1) hour from time of notification of equipment problem or failure by the Town. Should the Service Call be placed after 2:30 pm, the Successful Vendor will arrive at the Facility at 8:00 am the next business day unless requested otherwise.
- 5.7. Response time for Emergency Service Calls:
  - 5.7.1. During and after the hours identified in Scope of Services section 5.1, Successful Vendor will arrive at the Facility within thirty (30) minutes from time of notification by the Town.
- 5.8. Excluding scheduled equipment repairs, if a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit will be suspended until unit is restored to use.
- 5.9. When equipment is down for service, Services will be coordinated with and approved by the corresponding Facility Contact, unless removal from service is necessitated for emergency repair or adjustment. At the discretion of the corresponding facility contact, Successful Vendor may remove units from service for a reasonable time during hours identified in Item 5.1. to perform Services.

## **6. SUCCESSFUL VENDOR'S EXECUTION OF SERVICES**

- 6.1. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under the Scope of Services. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s) and equipment in or on these areas in a clean condition. Consistently maintain escalator machine rooms, pits and the equipment in them in a clean condition.
- 6.2. Check and adjust individual and/or elevator group operational system(s) at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.
- 6.3. Lubricate equipment at intervals recommended by original equipment Manufacturer, or as dictated by equipment use or adverse environmental conditions.
- 6.4. Provide replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s), and pit(s).
- 6.5. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- 6.6. When, as a result of examination or testing of the equipment, Vendor identifies corrective action is required, Successful Vendor will proceed expeditiously to make required repairs, replacements, and adjustments. If Successful Vendor believes such work is not the Successful Vendor's responsibility, provide a written report to the corresponding Facility Contact for further action with exception of a safety or potential safety situation, in which case, Successful Vendor will immediately shut down the unit and notify the corresponding Facility Contact.

## **7. EXCLUSIONS**

- 7.1. Services will be all inclusive with following exclusions only:
  - 7.1.1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state or municipal governmental authorities subsequent to the commencement date. In the event of new or retroactive requirements, required by such Authorities, Successful Vendor will provide written notice and proposal to Town within ten (10) working days of effective date.
  - 7.1.2. Service calls, Repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Successful Vendor, its employees, sub-contractors, servants or agents, or other causes beyond the Successful Vendor's control except ordinary wear.
  - 7.1.3. Repair or replacement of Facility items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices.

- 7.1.4. Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panel(s) in machine rooms.
  - 7.1.5. Lamps for normal car illumination.
  - 7.1.6. Failure or fluctuations of Facility electric power, air conditioning or humidity control.
  - 7.1.7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
  - 7.1.8. Town loading unit in excess of its rated car capacity or load classification.
  - 7.1.9. Audio and visual devices.
  - 7.1.10. Underground hydraulic piping and cylinders.
  - 7.1.11. Heat or smoke sensors
- 7.2. Above exclusions will apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Vendor, its employees, agents, sub-contractors, or others for whom it is responsible.

## **8. SUCCESSFUL VENDOR COMPLIANCE WITH LAWS**

- 8.1. Successful Vendor agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing test requirements between the Scope of Services requirements and local codes or ordinances, the more stringent requirement will prevail.
- 8.2. Successful Vendor will schedule, coordinate and complete all statutory and other equipment tests including, but not limited to, the following:
- 8.2.1. All ASME A17.1 and A18.1 periodic inspections and tests as required by the State of Maryland.
  - 8.2.2. Annual standby power operation test(s) on elevators.
  - 8.2.3. Annual Escalator step/skirt index test.
  - 8.2.4. Monthly operational tests below. Vendor will maintain a record of findings within the elevator machine room:
    - 8.2.4.1. Firefighters' Emergency Operation: Elevators will be subjected to monthly Phase I and Phase II operation by Vendor.
    - 8.2.4.2. Car emergency lighting and battery pack.
    - 8.2.4.3. Car emergency communication device.
    - 8.2.4.4. Battery pack car lowering devices.
- 8.3. Provide Town with a minimum of five (5) working days prior notification of tests so that a Representative of the Town may witness all tests. Submit written reports to the Town's Facility Manager within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. Affix and maintain governmental jurisdiction number designation(s) on all unit equipment in the machine room(s) and pit(s) including hoist machine, pump unit, controller, car crosshead, electrical disconnect switch(es), buffer(s), etc.
- 8.4. Affix metal tags to the tested Equipment and provide Facilities Manager with written documentation clearly indicating the type of test, date of test, Successful Vendor performing test, and applicable Code rule.
- 8.5. Successful Vendor's failure to execute statutory tests mandated by either national or state Codes or regulations within 30 calendar days of required time constraint will subject Vendor to a \$100.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until the Town receives written notification from Successful Vendor of completion of required test. Statutory tests include, but are not limited to Scope of Services Section 8.2. Successful Vendor will attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by Town. Scheduling difficulties will not exempt Successful Vendor from performing tests in compliance with applicable Code or regulatory requirements.

## **9. EQUIPMENT PERFORMANCE REQUIREMENTS**

- 9.1. Equipment details are given in EXHIBIT A of the contract documents. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging Successful Vendor's performance. Consistent failure to meet performance requirements will be grounds for cancellation of the contract.
- 9.2. Elevator Ride Quality:



- 9.2.1. Horizontal and vertical acceleration within cars during all riding and door operating conditions will not exceed 20 (geared) mg peak to peak in the 1 - 10 range. Measurement criteria ISO804.
- 9.2.2. Acceleration and deceleration will be constant and not exceed 3 feet/second<sup>2</sup> with an initial ramp between 0.5 and 0.75 seconds.
- 9.2.3. Sustained jerk will not exceed 6 feet/second<sup>3</sup>.
- 9.3. Measured noise levels in a moving car outside the leveling zone will not exceed 55 dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in car within the leveling zone or when car is stopped will not exceed 60 dBA. There will be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion unit(s), platform(s), car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by Vendor and Town that such sounds are attributable to the design of the equipment (provided such design exception will not apply to the extent that Vendor has provided design or redesign Services under the Scope of Services or related Contract).
- 9.4. Successful Vendor will maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. Door operation will be smooth and quiet.
- 9.5. Escalator Ride Quality:
  - 9.5.1. Horizontal acceleration during all riding conditions will not exceed 10 mg peak to peak in the 1 – 10 range. Measurement criteria is ISO804.
  - 9.5.2. Deceleration will be constant and will not exceed 3 feet/second<sup>2</sup> in the down direction under any load condition including brake rated load.
- 9.6. Escalator measured noise levels in the upper and lower return and/or machine areas will not exceed 60 dBA under any condition. There will be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Successful Vendor and Town that such sounds are attributable to the design of the equipment (provided such design exception will not apply to the extent that Vendor has provided design or redesign Services under the Contract).

## 10. SPECIAL CONDITIONS

- 10.1. The Town, at its sole judgment and discretion, will have the right to add, terminate or defer services on any Units, either temporarily or permanently. Costs associated with the addition of services, if not established in the FORM OF BID, will be negotiated with the Successful Vendor. Should any Unit be removed from the Contract Inventory, corresponding billing will cease immediately. The Facilities Manager will coordinate with the Successful Vendor accordingly.
- 10.2. The Town, at its sole judgment and discretion, retains the right to competitively bid the repair or replacement of any Equipment owned by the Town.
- 10.3. Successful Vendor will coordinate the scheduling of Services directly with the corresponding Facility Contacts identified in **EXHIBIT B**.
- 10.4. Provide copies of written inspection, testing and maintenance reports to the Town's Facility Manager within ten (10) working days of completion of work. Reports will document results and findings including any recommended corrective action(s) required and taken.
- 10.5. All reports will utilize Facility names and registration numbers identified in **EXHIBIT A**.
- 10.6. Under no circumstances will travel time to or from a Facility be billable. Labor rates will only apply to the technician(s) actual time diagnosing and/or resolving the deficiencies, defects or malfunctions.
- 10.7. On an annual basis, Successful Vendor will complete part B of **EXHIBIT G** for each of the Town's elevators. The Successful Vendor will coordinate access and testing with corresponding Facility Contact identified in **EXHIBIT B** and the Town's fire alarm maintenance Vendor. Completed forms will be placed in the machine room of the respective elevator and a copy will be provided to the Facilities Manager.
- 10.8. At the Town's request, with respect to any maintenance, inspection and repair services, the Successful Vendor will provide a written log indicating name of Successful Vendor's personnel, date, time of arrival, purpose of visit (i.e. service call, preventive maintenance, scheduled repair, etc.), a brief description of work accomplished, including car and/or group designation, and time of departure.

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

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

## **11. TOWN'S RESPONSIBILITIES**

- 11.1. Provide clear, safe and convenient access to the Facility and equipment rooms.
- 11.2. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switch gear and electrical feeders to unit controllers.
- 11.3. Maintain equipment room heating and air conditioning systems.
- 11.4. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
- 11.5. Prevent storage of property or other Vendors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
- 11.6. Maintain standby power generator systems and related switchgear and feeders.
- 11.7. Operate standby generator system and related switchgear during annual elevator stand-by emergency power test.
- 11.8. Maintain equipment rooms, hoistways, wellways, and pits in Code compliant dry condition.
- 11.9. Coordinate with Successful Vendor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.

11.10. During Facility construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

## **12. TOWN'S RIGHT TO AUDIT SERVICES**

12.1. The Town reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled per the Contract. Deficiencies noted will be submitted, in writing, to the Successful Vendor. Successful Vendor will expeditiously correct deficiencies within thirty (30) working days at its expense.

12.2. A qualified vertical transportation consultant may be retained by Town to perform audit of Services and mediate disputes.

## **13. INVOICING AND PAYMENT**

13.1. During term of the Contract, the Town will pay the Successful Vendor after receipt and approval of Successful Vendor's invoices by the Facilities Manager, subject to the following:

13.1.1. For inspection, testing, maintenance and repair services:

13.1.1.1. These services will be invoiced on a monthly basis.

13.1.1.2. A single invoice will be submitted for all Facilities. It will be itemized on a per unit basis with costs corresponding to TABLE A in the FORM OF BID.

13.1.1.3. The equipment registration number will be reflected for each unit itemized on the invoice.

13.1.1.4. Completed checklists for each corresponding Facility have been provided to the Facilities Manager.

13.1.1.5. Services must be complete at *all Facilities*. Payment authorization will be withheld until *all tasks* are completed at *all Facilities*.

13.1.2. For Service Calls and Repairs :

13.1.2.1. Work will be complete and invoice will identify Facility name, technician's name(s) and date, time and description of services rendered.

13.1.2.2. Invoices will be on a time and material basis with labor and material costs itemized on invoice. The labor and material costs will be based on the labor rates and material mark-up identified in TABLE B and TABLE C of the FORM OF BID.

13.1.2.3. Invoices will not contain any surcharges or fees (e.g. mileage, fuel, truck, trip, environmental, union expenses, waste, etc.) whatsoever.

13.2. All invoices will reflect location(s) of service per the Facility names identified in **EXHIBIT A**.

13.3. All invoices will be transmitted via email within fourteen calendar days from the date of service completion to the Town's Facilities Manager (kkoval@oceancitymd.gov) for review and approval.

13.4. Upon request of the Facilities Manager, the Successful Vendor will provide invoice(s) associated with materials purchased by the Successful Vendor.

13.5. The Town, at its sole judgment and discretion, will have the right to invalidate any invoice received sixty calendar days after date of service completion. Accordingly, the Successful Vendor will issue a credit memo to the Town upon request.

## **14. PROPOSALS**

14.1. When deficiencies are identified during inspection, testing and maintenance services, the Successful Vendor will promptly submit a Repair proposal to correct identified deficiencies. The proposals must:

14.1.1. Be on a time and material not-to-exceed basis with labor and material costs rates corresponding to TABLE B and TABLE C of the FORM OF BID.

14.1.2. Itemize the estimated labor and material charges for each task required to correct deficiencies.

14.1.3. Be emailed to Facility Manager within ten calendar days from the date the deficiencies are identified.

## **15. NOTICES**

15.1. All notices which are required to be given hereunder will be in writing and will be sent to the address of the parties to the Contract or such other address as the parties may designate by notice given in accordance with the provisions of this clause. All notices will be deemed duly served if sent by one party

to the other party, via registered or certified mail, return receipt requested, postage prepaid, to the address of the parties to the Contract.

15.2. Each party will notify the other when they become aware of the death or injury to any person or damage to the Facility arising from the use of the Equipment.

**16. FORM OF BID**

16.1. The costs for inspection, testing and maintenance services as specified in SUCCESSFUL VENDOR SERVICES section of the SCOPE OF SERVICES will be documented in TABLE A of the FORM OF BID.

16.2. Hourly labor rates for Service Calls and Repairs will be documented in TABLE B of the FORM OF BID. "Straight Time" is for labor occurring during regular working hours. "Overtime" is for labor occurring after regular working hours but excludes weekends and holidays. "Weekend/ Holiday" is for labor occurring on weekends and federal holidays.

16.3. Materials mark-up will be documented in TABLE C of the FORM OF BID. Materials mark-up represents the percentage of cost over the catalog or list price the Vendor will charge for materials required for Repairs. Vendor will provide catalog or list price data for materials if requested by the Town.

16.4. *The Town will not be liable for any charges that are not documented in the FORM OF BID.*

## EXHIBIT A: CONTRACT INVENTORY

LOCATION	EQUIPMENT REGISTRATION	EQUIPMENT TYPE	EQUIPMENT USE	MANUFACTURER	INSTALLATION DATE	APPLICABLE CODE YEAR	MACHINE TYPE	CAPACITY	CONTRACT SPEED	# OF STOPS
(Facility Name)	(#)	(Type)	(Type)	(Name)	(Year)	(Year)	(Type)	(lbs)	(f.p.m.)	(#)
Beach Patrol HQ	WO2321	Elevator	Passenger	Delaware Elevator Co.	2015	2013	In-Ground Hydraulic	3,500	100	3
City Hall	WO1352	Elevator	Passenger	Delaware Elevator Co.	1988	1987	Holeless Hydraulic	3,500	125	2
Convention Center	WO1316	Elevator	Passenger	Montgomery Elevator Co.	1983	1971	In-Ground Hydraulic	2,500	125	4
Convention Center	WO0001	Elevator	Passenger	Montgomery Elevator Co.	1997	1996	In-Ground Hydraulic	3,500	125	4
Convention Center	WO1318	Elevator	Freight	MCE	1970	1971	In-Ground Hydraulic	8,000	100	2
Convention Center	WO1317	Elevator	Freight	Delaware Elevator Co.	1969	2009	In-Ground Hydraulic	20,000	100	2
Convention Center	WO0002	Escalator	Passenger	Montgomery Elevator/ KONE	1997	1996	Escalator	6,264	90	2
Convention Center	WO0003	Escalator	Passenger	Montgomery Elevator/ KONE	1997	1996	Escalator	6264	90	2
Convention Center	WO2317	Platform Lift	Wheelchair Lift	Garaventa- Genesis Opal	2014	2011	Screw-Drive	750	17	2
Convention Center	WO2318	Platform Lift	Wheelchair Lift	Garaventa- Genesis Opal	2014	2011	Screw-Drive	750	17	2
Convention Center	WO2319	Platform Lift	Wheelchair Lift	Garaventa- Genesis Opal	2014	2011	Screw-Drive	750	17	2
Convention Center	WO2320	Platform Lift	Wheelchair Lift	Garaventa- Genesis Shaftway	2014	2011	Hydraulic	750	17	2
Fire Station #1	WO1135	Elevator	Passenger	Southeastern Elevator	1977	1971	In-Ground Hydraulic	4,000	100	2
Fire Station #1	WO2336	Platform Lift	Wheelchair Lift	Savaria	2016	2014	Screw-Drive	750	8	2
Fire Station #4	WO2309	Elevator	Passenger	ThyssenKrupp	2014	2010	Holeless Hydraulic	3,500	110	2
Public Safety Bldg	WO1013	Elevator	Passenger	Cemco	1994	1993	In-Ground Hydraulic	3,500	125	3

## **EXHIBIT B: FACILITY CONTACTS**

<b>FACILITY NAME</b>	<b>TYPE</b>	<b>NAME</b>	<b>TITLE</b>	<b>PHONE#</b>	<b>EMAIL</b>
<b>BEACH PATROL HQ</b>	PRIMARY	Ward Kovacs	2nd Lieutenant	(410) 241-5121	WKovacs@oceancitymd.gov
	SECONDARY	Mike Stone	2nd Lieutenant	(410) 641-6699	MStone@oceancitymd.gov
<b>CITY HALL</b>	PRIMARY	Greg Dale	Construction Manager	(443) 235-4439	GDale@oceancitymd.gov
	SECONDARY	Michael Miles	Construction Supervisor	(410) 524-4733	MMiles@oceancitymd.gov
<b>CONVENTION CENTER</b>	PRIMARY	DJ Lockwood	Maintenance Manager	(410) 723-8612	DLockwood@oceancitymd.gov
	SECONDARY	Reatta Tate	Operations Manager	(410) 723-8604	RTate@oceancitymd.gov
<b>FIRE STATIONS</b>	PRIMARY	Mike Hastings	Maintenance Manager	(410) 726-8216	rhastings74@verizon.net
	SECONDARY	Chris Shaffer	Deputy Chief	(443) 235-4430	CShaffer@oceancitymd.gov
<b>PUBLIC SAFETY BLDG</b>	PRIMARY	Frank Wrench	Asst. Commander, Support Services Div.	(410) 520-5335	fwrench@oceancitymd.gov
	SECONDARY	Charlie Dorman	Building Equipment Specialist	(443) 880-3602	JDorman@oceancitymd.gov

**EXHIBIT C: PREVENTIVE MAINTENANCE TASKS- HYDRAULIC ELEVATORS**

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

---CONTINUED ON NEXT PAGE---

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

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



**EXHIBIT D: PREVENTIVE MAINTENANCE TASKS-ESCALATORS**

TASK	FREQUENCY
EXAMINE RUNNING UNIT, CHECK FOR HANDRAIL DAMAGE	MONTHLY
CHECK HANDRAIL DRIVE, CLEAN/ADJUST AS NECESSARY	MONTHLY
OPERATE STOP BUTTONS, HANDRAIL INLET SWITCHES, KEY START SWITCHES	MONTHLY
OPERATE UPPER AND LOWER SKIRT SWITCHES	MONTHLY
CHECK STEP CLEARANCE 1/8" TO SKIRTS, 1/16" TO GUIDES	MONTHLY
CHECK TRIM, INNER PANELS, SKIRTS FOR LOOSE FASTENINGS, CORRECT/REPLACE AS REQUIRED	MONTHLY
CHECK FOR BROKEN COMB SEGMENTS, STEP TREADS OR RISERS, REPLACE AS REQUIRED	MONTHLY
APPLY P-18180 SKIRT LUBRICATION, USE P-18181 FUNNEL. FOLLOW INSTRUCTIONS ON CAN	MONTHLY
CHECK & CLEAN CONTROLLER	EVERY 2 MONTHS
CHECK RING GEAR OIL LEVEL, ADD AS REQUIRED	EVERY 2 MONTHS
LUBRICATE HANDRAIL DRIVE CHAINS. USE 505660-032 LUBRICANT	EVERY 2 MONTHS
LUBRICATE STEP CHAINS, USE 505660-032 LUBRICANT	EVERY 2 MONTHS
CLEAN UPPER/LOWER END PITS AS REQUIRED	EVERY 2 MONTHS
CHECK OPERATION UPPER/LOWER SWITCHES (ACCESS COVER, INSPECT, PIT)	QUARTERLY
ADJUST NOVATEX BOARDS, REPLACE IF REQUIRED	QUARTERLY
CHECK OPERATION BROKEN STEP, OUT OF LEVEL, STEP UP-THRUST SWITCHES	QUARTERLY
CHECK LOWER STATION MOVEMENT, SPRING LENGTH, CHAIN SWITCH	QUARTERLY
SERVICE NON-REVERSING DEVICE	SEMI-ANNUALLY
CLEAN LOWER END PANS UP THRU 30° AREA	SEMI-ANNUALLY
LUBRICATE UPPER STATION MAIN BEARINGS (4), USE P-23278 LUBRICANT	SEMI-ANNUALLY
CHECK BRAKE OPERATION, ADJUST IF REQUIRED. P.M. BRAKE TORQUE & SLIDE	SEMI-ANNUALLY
CHANGE RING GEAR OIL, USE P-23317 LUBRICANT	ANNUALLY
CLEAN PANS AND TRACKS, UPPER HALF OF TRUSS	ANNUALLY
CLEAN INSIDES OF HANDRAIL, CLEAN AND WAX GUIDE AS REQUIRED, CHECK HR SPEED SENSOR	ANNUALLY
CLEAN PANS AND TRACKS, LOWER HALF OF TRUSS	ANNUALLY
LUBRICATE DRIVE MOTOR, MAX. 5 PUMPS, USE P-23278 LUBRICANT	ANNUALLY
CHECK GEAR BOX OIL, CLEAN BREATHER	ANNUALLY
CHANGE GEAR BOX OIL, CLEAN BREATHER, USE P-23309 LUBRICANT	ANNUALLY
CHECK MOTOR COUPLINGS, GROMMETS	ANNUALLY
LUBRICATE HANDRAIL (DRIVE) SHEAVE BEARINGS (IF APPLICABLE), USE P-23278 LUBRICANT	ANNUALLY
LUBRICATE LOWER STATION BEARINGS (2), USE P-23278 LUBRICANT	ANNUALLY
LUBRICATE STEP FLANGES (IF APPLICABLE), USE P-18345 LUBRICANT	ANNUALLY
CHECK MISSING STEP DETECTOR, VERIFY/ ADJUST COMB IMPACT TRIP FORCE WITHIN SPEC.	ANNUALLY

**EXHIBIT E: PREVENTIVE MAINTENANCE TASKS- SCREW-DRIVE WHEELCHAIR LIFTS**

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

**EXHIBIT F: PREVENTIVE MAINTENANCE TASKS- HYDRAULIC-DRIVE WHEELCHAIR LIFTS**

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

EXHIBIT G



ELEVATOR SAFETY INSPECTION
1100 N. EUTAW STREET, ROOM 605
BALTIMORE, MD 21201

ANNUAL AND FIVE YEAR TEST REPORTING FORM
FIRE SERVICE / EMERGENCY POWER

The Division is authorizing qualified personnel to perform specific tests during the annual and five year inspection periods.

ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROPRIATE ASME A17.1 CODE FOR ELEVATORS, DUMBWAITERS, ESCALATORS, AND MOVING WALKS AND ASME/ANSI A17.2 INSPECTORS MANUAL FOR ELEVATORS AND ESCALATORS. INDICATE BELOW SPECIFIC CODE USED FOR EACH TEST OR INSPECTION.

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

A. SMOKE SENSING DEVICES - Applicable Code Year:

All smoke sensors related to the elevator operation except designated level, returned elevator(s) to the designated level (key floor) YES NO. The designated floor sensor sent the elevator(s) to the alternate level, floor number as required by the ASME A17.1 Elevator Code.

During the Annual Safety Inspection, the State of Maryland will test all other fire service related equipment prescribed by the above Code, including the Phase I key-switch and all Phase II operation.

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

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

Annually, elevator(s) equipped with stand-by emergency power are required to be tested using the emergency power system with no load. The elevator(s) shall be tested with 125% rated load during the 5 year-test.

1. Did the elevator(s) operate simultaneously while on stand-by emergency power? YES NO

If NO, explain:

2. Did the elevators operate in accordance with the above elevator Code? YES NO

C. DEVICE FOR DISCONNECTING MAIN LINE POWER - Applicable Code Year:

The ASME A17.1 Elevator Code requires a means to automatically disconnect the main line power to the affected elevator upon or prior to the application of water.

- 1. Sprinklers are installed in the elevator: Machine room YES NO Elevator hoistway YES NO
2. Were disconnecting devices tested? YES NO Did they function as required? YES NO

Site Name:

Address:

City, State, Zip:

Testing Firm:

Date Tested:

Printed Name of Authorized Agent:

Authorized Agent's Signature:

WHEN COMPLETED, LEAVE FORM IN THE ELEVATOR MACHINE ROOM.

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

To Whom It May Concern:

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

**TABLE A: BASE SCOPE OF SERVICES PRICING**

<b>ITEM</b>	<b>FACILITY</b>	<b>REGISTRATION</b>	<b>QTY.</b>	<b>MONTHLY</b>	<b>THREE YEAR</b>
<b>(#)</b>	<b>(name)</b>	<b>NO.</b>	<b>(months)</b>	<b>COST</b>	<b>COST</b>
		<b>(#)</b>		<b>(\$)</b>	<b>(\$)</b>
1	Beach Patrol HQ	WO2321	36		
2	City Hall	WO1352	36		
3	Convention Center	WO0001	36		
4	Convention Center	WO0002	36		
5	Convention Center	WO0003	36		
6	Convention Center	WO1316	36		
7	Convention Center	WO1317	36		
8	Convention Center	WO1318	36		
9	Convention Center	WO2317	36		
10	Convention Center	WO2318	36		
11	Convention Center	WO2319	36		
12	Convention Center	WO2320	36		
13	Fire Station #1	WO1135	36		
14	Fire Station #1	WO2336	36		
15	Fire Station #4	WO2309	36		
16	Public Safety Bldg	WO1013	36		

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

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

<b>TABLE B: LABOR RATES</b>				
<b>ITEM (#)</b>	<b>LABOR RATES (description)</b>	<b>TECHNICIAN (\$/hr.)</b>	<b>HELPER (\$/hr.)</b>	<b>CREW (\$/hr.)</b>
<b>U-1</b>	Straight Time	_____	_____	_____
<b>U-2</b>	Overtime	_____	_____	_____
<b>U-3</b>	Weekend/ Holiday	_____	_____	_____

**TABLE C: MATERIALS MARK-UP  
MARK-UP (%)**

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

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No)\_\_\_\_ CHECK One.  
Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No)\_\_\_\_ CHECK One.  
\*If you answered Yes to any of the above questions please attach documentation to your Completed Bid Document describing further.

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

Respectfully Submitted,

\_\_\_\_\_  
Signature License Number

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Address (Affix Corporate Seal)

## SECTION V: RESPONSIVE AND RESPONSIBLE VENDOR SELECTION PROCESS

### 1. EVALUATION

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

<b>CRITERION</b>
Vendor Qualifications
Vendor Management & Staffing
Vendor Documentation & Record Keeping
Vendor Pricing

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

### 2. VENDOR QUALIFICATIONS

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

### 3. VENDOR MANAGEMENT & STAFFING

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

### 4. VENDOR DOCUMENTATION & RECORD KEEPING

- 4.1. Vendor will provide sample copies of the documents below that Vendor will utilize in fulfillment of the Scope of Services including, but not limited to, the following:
- 4.1.1. Inspection, testing and maintenance reports
  - 4.1.2. Invoices
  - 4.1.3. Proposals
- 4.2. Vendor will describe how documentation, logs and reports will be provided to Town staff. Clearly indicate whether any documents will be posted on-line and if any proprietary software will be required to access the records.

## REFERENCES

List three (3) references for Services similar to those requested in this Bid Document successfully delivered/installed within the last 12-36 months. Include contact name, address, telephone number and goods sold.

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

\_\_\_\_\_

Sign for Identification

\_\_\_\_\_

Printed Name



## ADDENDA ACKNOWLEDGEMENT

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM.

<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 Document;
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 Goods and/or Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Goods and/or 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 Goods and/or 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

## NOTICE OF AWARD

[Vendor Name]  
[C/o \_\_\_\_\_ ]  
[Vendor Address]  
[Vendor Address]

Project Description: Citywide Elevator & Escalator Maintenance & Repair Services

The Town has considered the Completed Bid Document submitted by your organization for the above referenced project. You are hereby notified that your Completed Bid Document has been accepted for the Citywide Elevator & Escalator Maintenance & Repair Services in the amount of: \_\_\_\_\_ (\$\_\_\_\_\_).

You are required by the Bid Documents Section II. General Information, Subsection 5.1 to execute the Contract and furnish the Vendor's Certificate of Insurance within fourteen (14) days from the date of this Notice to you.

You are also required to return an acknowledged copy of this Notice of Award to the Town.

Date: \_\_\_\_\_  
Mayor & City Council Ocean City

By: \_\_\_\_\_

Catrice L. Parsons – Procurement Manager

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award us hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

**NOTICE TO PROCEED**

To:

Date:

Work: Citywide Elevator & Escalator Maintenance & Repair Services

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ you are to complete the WORK \_\_\_\_\_. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_.

MAYOR & CITY COUNCIL OCEAN CITY  
BY \_\_\_\_\_  
Kevin Koval  
Facilities Manager

**NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

Title \_\_\_\_\_