

# TOWN OF OCEAN CITY, MARYLAND



PROCUREMENT DEPARTMENT

**BID DOCUMENT FOR**

**PLUMBING SERVICES**

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<b>BID TIMELINE OF EVENTS</b>
<b>Pre-Bid Meeting:</b> 1 p.m., Thursday, January 31, 2019, Procurement Department, 204 65 <sup>th</sup> Street, Building A, Ocean City, Maryland 21842
<b>Last Day for Questions:</b> 1 p.m. Thursday, February 7, 2019
<b>Bid Opening Time &amp; Date:</b> 1 p.m. Thursday, February 14, 2019
<b>Bid Opening Location:</b> Procurement Department, 204 65 <sup>th</sup> Street, Building A, Ocean City, Maryland 21842
<b>Ad Run:</b> Thursday, January 24, 2019

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## SECTION I: INTRODUCTION

1. PURPOSE
  - 1.1. The purpose of this Invitation to Bid is for the Town of Ocean City ("Town") to contract for Plumbing Services ("Work") and for said Work to be in conformity with the requirements contained herein ("Bid Document(s)").
2. CLARIFICATION OF TERMS
  - 2.1. Professional firms, organizations, or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").
3. QUESTIONS AND INQUIRIES
  - 3.1. For information regarding Bid Documents and bidding requirements, please contact Pam McMillan at pmcmillan@oceancitymd.gov or call 410-723-6653.
  - 3.2. Copies of the Bid Documents are available on the Town's [website](#) or by calling (410) 723-6653 during normal business hours.
4. FILLING OUT BID DOCUMENTS
  - 4.1. Use only forms supplied by the Town.
  - 4.2. Submit two unbound originals.
  - 4.3. Bids Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
  - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
  - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
  - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
  - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
  - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible "Completed Bid Document" package.
  - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID DOCUMENTS
  - 5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a **sealed envelope**. The envelope will be addressed to the Town of Ocean City, Attn: Procurement Department, and will be identified with the Work name: **PLUMBING SERVICES** and the Vendor's name, address, and license number. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "**SEALED BID DOCUMENTS ENCLOSED-PLUMBING SERVICES**" on the face thereof.
    - 5.1.1. **Sealed Bid Documents must be addressed to: Town of Ocean City, Attn: Procurement Department, 204 65<sup>th</sup> Street Building A, Ocean City, MD 21842.**
    - 5.1.2. **Bids are due no later than 1:00 p.m. on Thursday, November 1, 2018 upon which they will be opened and read aloud.**
  - 5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
  - 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Town's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other

- delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.
- 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
  - 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
  - 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
  - 5.7. All Vendor submitted Bid Documents will be valid for a minimum of one hundred and twenty (120) days from the date of Bid Document opening. Vendors cannot withdraw their Bid Documents within one hundred and twenty (120) days after the Bid Opening Date.
  - 5.8. Email or faxed Bid Documents will not be accepted.
6. OPENING OF BID DOCUMENTS
- 6.1. Bid Documents received on time will be opened publicly and vendor's names and total costs will be read aloud for the record.
  - 6.2. The Contract will be awarded or all Bid Documents will be rejected within one hundred twenty (120) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BID DOCUMENTS
- 7.1. Unless otherwise specified, the Contract will be awarded to the lowest price and to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
  - 7.2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
  - 7.3. Conditional or qualified bids will not be accepted.
  - 7.4. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
    - 7.4.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    - 7.4.2. Character, integrity, reputation, experience and efficiency.
    - 7.4.3. A minimum of Five (5) years providing the goods/services described in this Bid Document under the Vendor name that is submitting a Completed Bid Document, with references to validate this requirement.
    - 7.4.4. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
    - 7.4.5. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
    - 7.4.6. Evidence of adequate insurance to comply with Contract terms and conditions.
    - 7.4.7. Statement of current work load and capacity to perform/provide the Goods and/or Services.
    - 7.4.8. Explanation of methods to be used in fulfilling the Contract.
    - 7.4.9. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
  - 7.5. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
  - 7.6. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document

received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

The last date to submit questions for clarification will be noon on Thursday, October 25, 2018.

**END OF SECTION**

## SECTION II: GENERAL INFORMATION

1. ECONOMY OF BID DOCUMENTS
  - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
  - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
  - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
  - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
  - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
  - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
  - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract and any Bond Forms with the Notice of Award letter.
  - 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
  - 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
  - 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Work should the Work size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
6. AUDIT

- 6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
7. NONPERFORMANCE
  - 7.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for that Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future Work order solicitations.
8. ASSIGNMENT
  - 8.1. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without Town's prior written approval.
  - 8.2. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.
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.
  - 10.2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within seven (7) days after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within such seven (7) day period, the breaching Party will have commenced to correct or remedy the same within such seven (7) day period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of such seven (7) day period.
11. COLLUSION/FINANCIAL BENEFIT
  - 11.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
  - 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.
12. TAX EXEMPTION
  - 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- 13.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and Sub-contractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.
14. INDEMNITY
- 14.1. The Successful Vendor agrees to indemnify, defend, and hold harmless the Town and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.
- 14.2. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Goods under this Bid Document and subsequent Contract.
15. STATUS OF VENDOR
- 15.1. The Vendor will be responsible to the Town for acts and omissions of their employees, Sub-contractors, and their agents and employees, and other persons performing portions of the Work under the Contract or other arrangement with the Vendor.
- 15.2. 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.
16. APPLICABLE LAWS
- 16.1. 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.
17. SUSPENSION OR TERMINATION FOR CONVENIENCE
- 17.1. 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.
- 17.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Work in whole or in part.
- 17.3. 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 subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Work not terminated.
- 17.4. 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.
- 17.5. 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:
- 17.5.1. 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;



- 17.5.2. 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.
- 17.6. 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.
18. CONTRACT CHANGES
- 18.1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Procurement Manager (and the Town Council, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the Town.
- 18.2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any Town employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Manager (with Town Council approval, if required) will be honored or valid.
- 18.3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.
19. ADDENDUM
- 19.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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 Town of Ocean City's Procurement Manager during normal business hours.
- 19.5. The Town of 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.
20. INSURANCE REQUIREMENTS
- 20.1. Unless otherwise required by Special Conditions for this Agreement the Vendor will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
- 20.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
- 20.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.
- 20.1.3. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.

- 20.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
- 20.2. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing Work in conjunction with this Agreement.
- 20.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Agreement. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Goods and/or Services performed under this Agreement including, but not limited to, claims under the Worker's Compensation Act.
- 20.3.1. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.
- 20.3.2. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONSULTANT IN THIS AGREEMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

**END OF SECTION**

## **SECTION III: BID SPECIFICATIONS**

### **1. SUMMARY**

1.1. The Town is seeking bids from qualified Vendors to provide as-needed Plumbing Services in accordance with the terms and conditions and specifications set forth in this solicitation. The Town is issuing this solicitation for the purposes of securing up to two (2) Vendors to perform full maintenance and repair services on an as needed basis for plumbing equipment (which would include plumbing fixtures, supply lines, drain lines, septic tanks, grinder pumps, holding tanks, water, and sanitary sewer lines) located throughout the Town.

### **2. PLUMBING SERVICES**

2.1. Work is defined by the following sections listed Repairs and Materials.

2.2. Services will occur within buildings and facilities owned by the Town.

2.3. Pricing to be per Form of Bid

### **3. REPAIRS**

3.1 Repairs will be performed as described and directed by the Town representative calling for the work to be done. Potential work and types of work are described in the Summary 1.1.

3.2 Coordinate and follow the directives of the Town with respect to scheduling Services and any deliveries hereunder or at time or times further specified.

### **4. MATERIALS**

4.1 At the Town's discretion, materials will be supplied by the Town. In the event that the Successful Vendor supplies parts, invoice backup shall be provided for the parts. Parts markup to be as specified in the Form of Bid.

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

5.1. Regular work hours is hereby defined at Monday through Friday from 8:00 a.m. to 4:30 p.m.

5.2. All Work performed must be coordinated with the Town's designated representative(s).

### **6. VENDOR QUALIFICATIONS**

6.1 The Vendor must provide proof with its Bid that the following Minimum Qualifications have been met:

6.1.1. The Vendor will have five (5) years of experience providing plumbing services which include new installation and plumbing repair services. As proof of meeting this requirement, the Vendor shall provide with its Bid three (3) references from the past five (5) years able to attest to the Vendor's experience in providing plumbing services. Also, the Vendor is to provide a copy of a Masters Plumbing License, State of Maryland Contractors License, and Town of Ocean City business license.

6.1.2 . The Successful Vendor must provide a copy of their insurance policy covering the requested Work as described in these Bid Documents.

6.1.3. All plumbing work shall be performed, or supervised and approved, by a licensed master plumber who is:

- a. Familiar with its design and purpose;
- b. Available to direct and control all journey and apprentice plumbers.

### **7. CONTRACT TERM**

7.1 The term of the Contract will be three years starting on March 1, 2019 through February 28, 2022 ("Term").

### **8 CONTRACT PRICING**

8.1 Pricing will not change during the Contract Period.

8.2 Pricing will be as submitted on the FORM OF BID.

9 CONTRACT PERIOD RENEWAL OPTION

9.1 The Town reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the Town's Procurement Department in writing by November 1st of each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The Town will then have the option to either extend the Contract Period or re-bid.

10 BILLING AND PAYMENT

10.1 Invoices are to be submitted to, [APFINANCE@OCEANCITYMD.GOV](mailto:APFINANCE@OCEANCITYMD.GOV), with the site name and address for which the Work was performed.

10.2 Invoices must not contain any charges or fees (e.g. mileage, fuel, truck, trip, environmental, union expenses, etc.) other than labor and materials.

10.2.1 The Town will only pay the Successful Vendor for time spent on-site performing services.

10.3 Payment will be made only after performance of Work and upon receipt of proper invoice from Successful Vendor and acceptance by the Town.

11 QUESTIONS

11.1 The last date to submit questions for clarification will be 1 p.m. on Thursday, February 7, 2019.

12 AWARD

12.1 The Town intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

**END OF SECTION**

## SECTION IV: SCOPE OF WORK

### VENDOR'S EMPLOYEES

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

### 2. VENDORS HOURS AND MANNER OF WORK

- 2.1. Services, except as otherwise noted under the Scope of Services, will be performed during regular working hours of regular working days which is defined as 8:00 am to 4:30 pm, Monday through Friday.
- 2.2. A Service Call is defined as any request for service or assistance by the Town or the Town's representative when any unit is unavailable for use due to equipment shutdown or malfunction. Service Calls due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Vendor will be billable.
- 2.3. Response time for Service Calls:
  - 2.3.1. During the hours identified in Item 2.1. Vendor will arrive at the Facility within sixty (60) minutes from time of notification of equipment problem or failure by the Town.
  - 2.3.2. After the hours identified in Item 2.1. Vendor will respond to callback service within sixty (60) minutes from the time of notification by the Town.

### 3. VENDOR COMPLIANCE WITH LAWS

- 3.1. Vendor agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed.
- 3.2. The Town may provide information to enable Vendor to render Services hereunder, or Vendor may learn information about Facility or develop such information from Town. Vendor agrees:
  - 3.2.1. To obligate Vendor's employees, sub-contractors and suppliers to treat as confidential all such information whether or not identified by Town as confidential.
  - 3.2.2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Vendor may make on behalf of Town to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Town's written approval, except to the extent necessary in connection with performing Services or when required by law.
  - 3.2.3. Vendor will not, in the course of performance of the contract, or thereafter, use or permit the use of Town's name or the name of any affiliate of Town, or the name, address or any picture or likeness of or reference to the Facility in any advertising, promotional or other materials prepared by or on behalf of Vendor without the prior written approval of Town City Manager or the Town's City Solicitor.
- 3.3. On an annual basis, the Vendor will transmit a certificate of insurance documenting that the Vendor satisfies Town's insurance requirements for the upcoming year. The certificate will be mailed to Ocean City Public Works at the following address:

Attn: Facilities Manager  
Public Works Administration  
204 65<sup>th</sup> Street, Building E  
Ocean City, MD 21842

4. NOTICES

4.1. 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 email or registered or certified mail, return receipt requested, postage prepaid, to the address of the parties to the Contract.

5. COMPLIANCE WITH TOWN'S PURCHASING POLICY AND PROCEDURES

5.1 Vendor will not perform work without a purchase order or Town p-card authorization information provided by Town employee authorizing work to be performed.

**END OF SECTION**

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

## FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "PLUMBING SERVICES" 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.

ITEM	DESCRIPTION	Hourly Rate Regular Hours
1	Plumber	
Total Base Bid		

ITEM	DESCRIPTION	Hourly Rate Holiday/Overtime
1	Plumber	
Total Base Bid		

Percentage markup on materials \_\_\_\_\_ %

Do you currently have a business license with the Town? (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 either of the above questions please attach documentation to your Bid describing further.

Do you agree to hold pricing for a term of three (3) years as stipulated in the Contract?  
(Yes)\_\_\_\_ (No) \_\_\_\_\_ CHECK One.

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

---

Sign for Identification

Printed Name



## REFERENCES

List three (3) references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

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:
Email:	Email:
Date of Service:	Date of Service:
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:
Email:	Email:
Date of Service:	Date of Service:

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## EXCEPTIONS

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

### EXCEPTIONS:

(If none, write NONE) \_\_\_\_\_

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**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



**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## NOTICE OF AWARD

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

Project Description: Plumbing 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 Plumbing Services.

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 fifteen (15) 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: \_\_\_\_\_  
Town of Ocean City, Maryland

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

Pamela McMillan, Procurement Supervisor

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award us hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

To:

Date:

Work: Plumbing 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\_\_.

TOWN OF OCEAN CITY  
BY \_\_\_\_\_  
Pamela McMillan  
Procurement Supervisor

**NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

# CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between The Town of Ocean City, hereinafter called 'Town' and \_\_\_\_\_ doing business as (an individual), (a partnership), or (a corporation) hereinafter called 'Successful Vendor'.

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

1. Successful Vendor will commence and complete Plumbing Services.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor agrees to perform all of the Work described in the Bid Documents and comply with the terms therein for the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) or as shown in the Form of Bid.
4. The term 'Contract Documents' means and includes the following:
  - Advertisement
  - Section I: Introduction
  - Section II: General Information
  - Section III: Bid Specifications
  - Form of Bid
  - References
  - Exceptions
  - Individual Principal
  - Vendor's Affidavit of Qualification to Bid
  - Non-Collusive Affidavit
  - Notice of Award
  - Notice to Proceed
  - ADDENDA
    - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_.
5. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
6. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

VENDOR: \_\_\_\_\_

TOWN: \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Douglas R. Miller  
CITY MANAGER

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

(SEAL)

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_