

MAYOR & CITY COUNCIL OF OCEAN CITY



PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

PORTABLE RESTROOMS

BID TIMELINE OF EVENTS
Pre-Bid Meeting: 11 a.m. on Friday, May 07, 2021 in the Purchasing Conference Room located at 214 65 th St., Ocean City, MD 21842 or via Zoom by clicking the following link https://us02web.zoom.us/j/85430447386?pwd=MVQ3RTAveXdqRmcwanJoK09xTIZPdz09
Last Day for Questions: Noon on Monday, May 10, 2021
Addendum: Close of Business on Wednesday, May 12, 2021
Bid Opening Time & Date: 1:00 p.m. on Wednesday, May 19, 2021
Bid Opening Location: Procurement Department, 214 65 th Street, Ocean City, Maryland 21842
Ad Run: Thursday, April 29, 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 Portable Restrooms and associated cleaning services ("Service") 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 (7) Non-Collusive Affidavit, and if necessary, (8) Vendor's Information.
 - 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: "**PORTABLE RESTROOMS**" 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. **Bid Documents should be addressed to: Mayor & City Council of Ocean City, Attn: Procurement Department, 214 65th Street, Ocean City, MD 21842.**
 - 5.1.2. **Bids are due and will be opened at 1:00 p.m. on Wednesday, May 19, 2021.**
 - 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 Friday, May 07, 2021 at 11:00 a.m., located at 214 65th Street, Ocean City, MD 21842 or via Zoom by clicking the following link <https://us02web.zoom.us/j/85430447386?pwd=MVQ3RTAveXdqRmcwanJoK09xTIZPdZ09> for any questions concerning the Bid Documents.
 - 9.1.1. The last date to submit questions for clarification will be noon on Monday, May 10, 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 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. 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 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.
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 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. STATUS OF VENDOR

14.1. 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.

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 17.1 and/or 17.2 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.

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 17.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 17.4 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. AVAILABILITY OF FUNDING
- 18.1. Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The Town may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Successful Vendor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.
19. FORCE MAJEURE
- 19.1. 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.
20. DEBRIEFING PROCESS
- 20.1. Unsuccessful Vendors, upon request and that responded to a Invitation for Bid, will be provided a Vendor debriefing regarding the reasons that the proposal or bid submitted by the unsuccessful Vendor was not awarded the solicitation. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.
- 20.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
21. PROTESTS
- 21.1. 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.
- 21.1.1. 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.
- 21.1.2. 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.
22. FEDERAL TAX IDENTIFICATION NUMBER.
- 22.1. All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.
23. BID RESULTS
- 23.1. Only Vendors who receive awards will be notified of BID results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.
24. PAYMENT
- 24.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.
25. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
- 25.1. 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.

26. BIDS ARE OFFERS

26.1. The Bid is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation for Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for sixty (60) days. The Town's award of the Contract constitutes acceptance of the offer and binds the Vendor. The Vendor must be a complete offer and fully Responsive to the Invitation for Bid.

27. CONTINGENT BIDS

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

28. REPRESENTATIONS AND WARRANTIES

28.1. 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.

29. CONFLICT OF INTEREST

29.1. 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.

30. NO THIRD PARTY BENEFICIARIES

30.1. 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.

31. TIME IS OF THE ESSENCE

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

32. ATTACHMENTS

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

33. MERGER

33.1. 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.

34. INSURANCE REQUIREMENTS

- 34.1. 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).
- 34.1.1. 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.
- 34.1.2. 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.
- 34.2. 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.
- 34.3. 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.
- 34.4. 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.

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 Bid 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, Bid Bond, Performance and Payment Bond, Contract, 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. Facility(ies) Manager – The Town employee overseeing the Services for the Town.
 - 1.8. Notice of Award - The written notice of the acceptance of the Completed Bid Documents from the Town to the Successful Vendor.
 - 1.9. 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.
 - 1.10. 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.
 - 1.11. Units – Individual pieces of equipment as defined above.
 - 1.12. Work - All labor necessary to complete this project as required by the Bid Documents and all materials and equipment incorporated in the work.
 - 1.13. 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.
 - 1.14. 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. FACILITY MANAGER'S AUTHORITY
 - 15.1. The Facility Manager will act as the Town's representative during the Contract Term. He/she will decide questions which may arise as to quality and acceptability of materials furnished and Services performed. The Facility 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 Facility 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. VENDOR'S SCHEDULES
 - 20.1. The Vendor, promptly after being awarded the Contract, 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 WORK

1. SUMMARY OF NEEDS
 - 1.1. The Town prides itself in creating a first-class resort feel in all aspects and offerings. That means quality, cleanliness, and appearance are vital, as is communication and punctuality. The Town requires a large quantity of Portable Restrooms (“Units”), cleaning services (including weekends) for said units, some VIP restroom trailer needs, and related services for Special Events, Parks, and Public Works projects. The Town also requires a smaller quantity of year-round portable restrooms and associated services.
 - 1.2. All Units are required to have hand sanitizer stations in them and hand sanitizer must be stocked at cleaning intervals.
2. SPRINGFEST REQUIREMENTS
 - 2.1. Product Requirements
 - 2.1.1. Thirty-three (33) deluxe standard units
 - 2.1.2. Four (4) handicap units
 - 2.1.3. One (1) VIP restroom trailer unit
 - 2.1.4. Eight (8) free standing hand washing units
 - 2.2. Service Requirements
 - 2.2.1. All units and trailers must be cleaned upon arrival
 - 2.2.2. All units and trailers must be cleaned three times daily
 - 2.2.3. Thursday through Saturday cleanings must be completed by 9am, 1pm, and 5pm
 - 2.2.4. Sunday cleanings must be completed by 9am and 2pm
3. ARTX REQUIREMENTS
 - 3.1. Product Requirements
 - 3.1.1. Six (6) deluxe standard units
 - 3.1.2. Two (2) handicap units
 - 3.1.3. Two (2) Free Standing hand washing units
 - 3.2. Service Requirements
 - 3.2.1. All units must be cleaned upon arrival
 - 3.2.2. All units must be cleaned on Sunday by 10am
4. JULY FOURTH CELEBRATIONS REQUIREMENTS
 - 4.1. Product Requirements – Downtown/Boardwalk
 - 4.1.1. Ten (10) deluxe standard units
 - 4.1.2. Three (3) handicap units
 - 4.2. Service Requirements – Downtown/Boardwalk
 - 4.2.1. All units must be cleaned upon arrival unless additional cleanings are requested
 - 4.3. Product Requirements – Northside Park
 - 4.3.1. Twelve (12) deluxe standard units
 - 4.3.2. Three (3) handicap units
 - 4.3.3. Two (2) free standing hand washing stations
 - 4.4. Service Requirements – Northside Park
 - 4.4.1. All units must be cleaned upon arrival
5. SUNDAES IN THE PARK REQUIREMENTS
 - 5.1. Produce Requirements
 - 5.1.1. Eight (8) deluxe standard units
 - 5.1.2. One (1) Handicap Unit
 - 5.2. Service Requirements
 - 5.2.1. All units must be cleaned upon arrival
 - 5.2.2. All units must be serviced on Monday by 10 am
6. SUNFEST REQUIREMENTS
 - 6.1. Product Requirements
 - 6.1.1. Thirty-three (33) deluxe standard units
 - 6.1.2. Four (4) handicap units

- 6.1.3. One (1) VIP restroom trailer unit
- 6.1.4. Eight (8) free standing hand washing units
- 6.2. Service Requirements
 - 6.2.1. All units and trailers must be cleaned upon arrival
 - 6.2.2. All units and trailers must be cleaned three times daily
 - 6.2.3. Thursday through Saturday cleanings must be completed by 9am, 2pm, and 6pm
 - 6.2.4. Sunday cleanings must be completed by 9am and 2pm
- 7. WINTERFEST REQUIREMENTS
 - 7.1. Product Requirements
 - 7.1.1. Six (6) deluxe standard units
 - 7.1.2. Four (4) handicap unit
 - 7.2. Service Requirements
 - 7.2.1. All units must be cleaned upon arrival
 - 7.2.2. All units must be cleaned per schedule: Mondays, Thursdays, and Saturdays by noon. On Thanksgiving weekend add Friday and Sunday.
- 8. CHRISTMAS PARADE REQUIREMENTS
 - 8.1. Product Requirements
 - 8.1.1. Four (4) deluxe standard units
 - 8.1.2. One (1) handicap unit
 - 8.2. Service Requirements
 - 8.2.1. All units must be cleaned upon arrival
- 9. PARKS REQUIREMENTS – MULTIPLE LOCATIONS
 - 9.1. CHICAGO AVENUE
 - 9.1.1. Product Requirements
 - One (1) deluxe standard unit needed year-round
 - 9.1.2. Service Requirements
 - Unit must be cleaned upon arrival
 - Unit must be cleaned two (2) times weekly.
 - ◆ Cleanings must occur by 10 am on Mondays and Thursdays.
 - 9.2. LITTLE SALISBURY
 - 9.2.1. Product Requirements
 - One (1) deluxe standard unit needed year round
 - 9.2.2. Service Requirements
 - Unit must be cleaned upon arrival
 - Unit must be cleaned two (2) times weekly.
 - ◆ Cleanings must occur by 10 am on Mondays and Thursdays.
 - 9.3. NORTHSIDE PARK
 - 9.3.1. Product Requirements
 - One (1) handicap unit needed year round
 - One (1) deluxe standard unit needed during the months of May, June, July, August, September, and October.
 - 9.3.2. Service Requirements
 - Units must be cleaned upon arrival
 - Units must be cleaned two (2) times weekly during the months of January, February, March, April, May, September, October, November, and December.
 - ◆ Cleanings must occur by 10 am on Mondays and Thursdays.
 - Unit must be cleaned three (3) times weekly during the months of June, July, and August.
 - ◆ Cleanings must occur by 10 am on Mondays, Thursdays, and Saturdays.
- 10. PUBLIC WORKS REQUIREMENTS
 - 10.1. Product Requirements
 - 10.1.1. One (1) deluxe standard unit, as needed
 - 10.1.2. One (1) handicap unit, as needed

- 10.2. Service Requirements
 - 10.2.1. Unit must be cleaned upon arrival
 - 10.2.2. Cleaning Schedule will be determined by Town
11. EMERGENCY EVENTS
 - 11.1.1. The Town may require Vendors to provide Portable Restrooms in Emergency Events and Vendors will comply with the below:
 - Unit(s) must be clean upon arrival
 - Unit(s) must be delivered within 24 hours or less after initial call to Successful Vendor.
12. MINIMUM REQUIREMENTS
 - 12.1. Deluxe Standard Units must include a built-in hand sanitizer dispenser, mid-grade sanitary tissue paper, and solar/LED lighting modules as its minimum requirements. Units must be clean inside and outside without blemishes, damage or non-functioning elements. Exterior color must be identical across the selection of units on site with very minimal color variation. White is preferred but not required.
 - 12.2. Free-Standing Hand Wash Units must include two (2) working non-electric sinks, soap dispensers for each sink holding tanks for fresh water and gray water and paper towel dispensers for each sink. Units must have clean exteriors and clean basins and faucets without blemishes, damage or non-functioning elements. Exterior color must be identical across the selection of units on site with very minimal color variation. White is preferred but not required. Additional supplies (hand soap, hand sanitizer, paper towels, etc.) must be maintained on site and provided by Successful Vendor's cleaning staff.
 - 12.2.1. NOTE: For Springfest and Sunfest, anticipate heavier use on hand washing units placed by food tent. (Up to 5 units)
 - 12.3. VIP Restroom Trailer must include heating/air conditioning, electric and water hook-ups, mid-grade flushing toilets or better, proper internal lighting, electric water pump-based sinks, hand towels or hand driers, mirrors, trash can, and mid-grade toilet paper or better. Doors and access points must be lockable with locks supplied by Successful Vendor for staff and Successful Vendor access. Air fresheners are welcome but may not be overpowering.
 - 12.3.1. Trailer must be a minimum of twenty-five (25) to a maximum of twenty-eight (28) feet in length and fourteen (14) feet wide.
 - 12.3.2. Must have a minimum of two (2) stalls on each side (Men/Women).
 - 12.4. Cleaning Schedule is the minimum requirement with set days/times. Additional cleanings may be requested. For special events, an attendant on site is preferred if position is within budget.
 - 12.5. NO exceptions of the minimum requirements will be accepted.
 - 12.6. **Vendors must submit pictures (of the interior and exterior) and detailed descriptions of the "Units" with their Completed Bid Documents.**
13. ADDITIONAL EXPECTATIONS AND REQUIREMENTS
 - 13.1. Working with the Town must require promptness and punctuality for product arrival, servicing and removal with excellent proactive communication in the pre-event planning stage, on-site execution of needs, and post-event wrap-up. Successful Vendor must be available to Town Staff at all times during the execution phase in case of additional needs or the implementation of emergency event operations.
 - 13.2. On-site staff must be dressed in a professional manner with shirt identifying staff as Successful Vendor employee. Apparel must be clean and new in appearance. Contact information for Successful Vendor Point-of-Contact, on-site staff, and emergency contact(s) must be provided in writing no less than one week prior to event.
 - 13.3. Successful Vendor's failure to comply with events schedules including delivery and pick-up may result in a fee assessed to the Successful Vendor at a rate of \$250 per occurrence; as determined by the Town following investigation of the issue.
 - 13.4. **Needs are subject to change.**
14. CONTRACT TERM
 - 14.1. The term of the Contract will be three years tentatively starting on June 01, 2021 through May 31, 2026 ("Term"), contingent upon funding.
15. VENDOR SERVICES

- 15.1. Services will include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, and all other work and materials expressly required under the Scope of Work or reasonably inferred whether or not expressly stated.
 - 15.2. Successful Vendor will coordinate scheduling of all services directly with the departmental contacts identified in the Contract. Scheduling will take place in advance with a minimum of 48 hours' notice.
 - 15.3. Services will be performed as follows:
 - 15.3.1. In conformance with all provisions of these Bid Documents.
 - 15.3.2. In conformance with all legal statutes and Code requirements.
 - 15.3.3. In conformance with all applicable original equipment manufacturer's specifications.
 - 15.3.4. 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.
 - 15.3.5. In conformance with the Town's requirements for cleanup using containers supplied by Successful Vendor.
 - 15.3.6. To the Town's satisfaction.
 - 15.3.7. By qualified, careful and efficient employees in conformity with best industry practices.
 - 15.3.8. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency.
 - 15.3.9. In such manner as to minimize any annoyance, interference, or disruption to occupants of the Facility and their invitees.
 - 15.4. Materials: The term "Materials" will include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials will be:
 - 15.4.1. New.
 - 15.4.2. Best quality and suitable for their intended uses.
 - 15.4.3. Initiate, maintain, and supervise all safety precautions and programs in connection with Service and comply with all applicable safety laws. Take all reasonable precautions for safety of the Town, the Town's tenants, the Town's employees, Vendor's employees, and other persons on or about the Facility.
 - 15.4.4. Repair, to satisfaction of the Town, any damage to the Facility and adjacent areas caused by performance of Services.
16. VENDOR'S EMPLOYEES
- 16.1. Successful Vendor will have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
 - 16.2. Successful Vendor 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 Services and said Supervisor will have the authority to act as Vendor's agent.
 - 16.3. 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 its employees are the responsibility of the Successful Vendor, who is in all respects the employer and Town will have no liability with respect thereto.
 - 16.4. 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 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).
 - 16.5. Successful Vendor will not engage any subcontractors or other parties to perform Services unless first approved in writing by the Town. The Town's acceptance of subcontractors 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.
17. VENDOR'S EXECUTION OF SERVICES
- 17.1. When, as a result of examination or testing of the equipment, Successful Vendor identifies corrective action is required, it will coordinate directly with facility contact, identified at time of Contract award.

18. VENDOR COMPLIANCE WITH LAWS

18.1. 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 Work and local codes or ordinances, the more stringent requirement will prevail.

19. SPECIAL CONDITIONS

19.1. 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 its personnel, date, time of arrival, purpose of visit (i.e. service call, preventive maintenance, scheduled repair, etc.), a brief description of work accomplished, and time of departure.

19.2. Town may provide information to enable Successful Vendor to render Services hereunder, or Successful Vendor may learn information about Facility or develop such information from Town. Successful Vendor agrees:

19.2.1. To obligate its' employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Town as confidential.

19.2.2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which it 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.

19.2.3. 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 Successful Vendor without the prior written approval of Town.

19.3. On an annual basis, the Successful Vendor will transmit a certificate of insurance documenting that it satisfies Town's insurance requirements for the upcoming year. The certificate will be mailed to Town at the following address:

Mayor & City Council Ocean City
Attn: Catrice Parsons
214 65th Street
Ocean City, MD 21842

20. TOWN'S RIGHT TO AUDIT SERVICES

20.1. 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) calendar days at its expense, unless otherwise stated in writing by the Town to the Successful Vendor.

21. PAYMENT AND INVOICING

21.1. During term of the Contract, Town will pay Vendor thirty (30) days after receipt and approval of Successful Vendor's invoices by the Town, subject to the following:

21.1.1. Rates will be as documented in the Form of Bid.

21.1.2. **Preference will be given to Vendors who accept credit cards for payment.**

21.1.3. Town will not pay invoices in advance. Invoices will be paid upon completion and documentation of Services by Successful Vendor. Successful Vendor will maintain records documenting maintenance and inspection tasks which were completed.

21.2. The Town, at its sole judgment and discretion, will have the right to remove any facility from the Contract, either temporarily or permanently, at which time billing on the respective facility will cease.

21.2.1. Payment for Services will not be deemed acceptance of defective, deficient, or non-conforming Services.

22. PROPOSALS

22.1. When deficiencies are identified during Services, the Successful Vendor must either promptly submit a proposal to correct identified deficiencies or coordinate repair with the facility contact.

23. NOTICES

23.1. All notices which are required 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.

24. TOWN'S RESPONSIBILITIES

24.1. Provide access to the locations.

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 "PORTABLE RESTROOMS" 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	UOM	# OF UNITS	Cost Per Unit	TOTAL COST
1	Deluxe Standard Unit	EA	116		
2	Handicap Unit	EA	24		
3	VIP Trailer	EA	2		
4	Free-Standing Hand Wash Unit	EA	20		
5	Cleaning Service	Per Unit			
6	Service Attendant	Per HR			
7	Emergency Cleaning	Per Unit/Call			
Total: Add line Items 1,2,3,4, and 5. Record that total here----->					

*Pricing as stated above should reflect the Specifications Section of this solicitation. Vendors are required to submit their Portable Restroom Specifications with their Completed Bid Document. If Vendor's Portable Restroom Specifications exceed the Town's minimum requirements the Vendor will be required to outline those items that exceed the requirements.

Does your company agree to hold pricing for five (five) years? (Yes)____ (No)_____

Can your company's cleaning personnel and inventory of specified units accommodate the Town's needs? (Yes)____ (No)_____ CHECK One

Does your company currently have a business license with the Town or agree to get one upon Notice of Award? (Yes)____ (No)_____ CHECK One.

Does your company agree and understand that failure to comply with events schedules, including delivery and pick-up, may result in a penalty assessed of up to \$250 per occurrence; following the Town's investigation of Successful Vendor default. (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.

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 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

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: Portable Restrooms

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 Portable Restrooms 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: Portable Restrooms

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 _____, 2021.

MAYOR & CITY COUNCIL OCEAN CITY
BY _____
Catrice L. Parsons
Procurement Manager

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 2021.

By _____

Title _____

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2021, by and between The Mayor & City Council 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 Portable Restrooms Work.
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: General Conditions
 - Section IV: Scope of Work
 - 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 _____, 2021.
 - Change Order
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 _____



2021 Town-Operated Special Events Schedule

Town of Ocean City, Maryland—Special Events Department

200—125th Street, Ocean City, MD 21842 410-250-0125

EVENT

SCHEDULED DATES

Springfest (30th Annual)

May 6-9, 2021 (Thursday-Sunday)

OC Beach Dance Party

July 8, 15, 22, 29, 2021 (Thursdays)

August 5, 12, 19, 26, 2021

Fourth of July (Downtown & NSP)

July 4, 2021 (Sunday)

Sundaes in the Park

June 13, 20, 27, 2021 (Sundays)

July 11, 18, 25, 2021

August 1, 8, 15, 22, 29, 2021

September 5, 2021

ArtX Festival (4th Annual)

August 21-22, 2021 (Saturday-Sunday)

Sunfest (46th Annual)

September 30— October 3, 2021 (Thursday-Sunday)

Octoberfest [2 days only]

October 23-24, 2021 (Saturday-Sunday)

Winterfest of Lights (29th Annual)

November 18, 2021—January 1, 2022

Ocean City Christmas Parade (38th Annual)

December 4, 2021 (Saturday)

New Year's Eve (NSP)

December 31, 2021 (Friday)