

## **NOTICE TO BIDDERS**

### **Sewer Cleaning and Inspection Services West Ocean City Service Area Worcester County, Maryland**

The Worcester County Commissioners are currently accepting sealed bids for sewer cleaning and inspection services in the West Ocean City Service Area for the Water and Wastewater Division of the Worcester County Department of Public Works. The work will consist of light cleaning and closed-circuit television (CCTV) inspection of 11,111 linear feet of sanitary sewers ranging from 8-inches to 18-inches in diameter. Bid specification packages and bid forms may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, March 13, 2018** in the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Sewer Cleaning and Inspection Services**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to John Ross or Gary Serman with the Water and Wastewater Division of Public Works, at 410-641-5251.



## REQUEST FOR PROPOSALS

### WORCESTER COUNTY PUBLIC WORKS SEWER CLEANING AND INSPECTION SERVICES



1000 Shore Lane  
Berlin, MD 21811

MARCH 2018

GMB FILE NO. 160155

**GMB**

GEORGE, MILES & BUHR, LLC

**ARCHITECTS/ENGINEERS**

206 WEST MAIN STREET  
SALISBURY, MD 21801  
410.742.3115

SALISBURY/BALTIMORE/SEAFORD



**REQUEST FOR PROPOSAL**

**WORCESTER COUNTY PUBLIC WORKS  
SEWER CLEANING AND INSPECTION SERVICES**

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## **ATTACHMENTS**

Notice to Bidders

Bid Form

Appendix 1 – Inspection Pipe Database

Appendix 2 – West OC Map

## **REQUEST FOR PROPOSAL**

### **WORCESTER COUNTY PUBLIC WORKS SEWER CLEANING AND INSPECTION SERVICES**

#### **1. Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified firms to provide closed-circuit television (CCTV) inspection services following Pipeline Assessment & Certification Program (PACP) standards of various sanitary sewers located in the West Ocean City sanitary service area for the Worcester County Department of Public Works, Water and Wastewater Division.

#### **2. Scope of Work and Technical Requirements**

##### **2.1. Scope of Work**

The work will consist of light cleaning and CCTV inspection of the sanitary sewers shown in Appendices 3, 4 and 5 which consists of the following:

11,111 LF of sanitary sewers ranging from 8 inches to 18 inches in diameter.

The successful bidder will be provided with an Excel spreadsheet with the name of each sanitary sewer pipe to be CCTV inspected that includes the Upstream Manhole Name, Downstream Manhole Name, Pipe Length (per as-built drawings), Pipe Diameter, and Pipe Material prior to the start of work. See Appendix 1 and 2.

The successful bidder will also be provided with digital GIS files with sewer manhole and sewer pipe data including the same data as on the Excel spreadsheet.

##### **2.2. Sewer Cleaning and CCTV Requirements**

Light cleaning is included as part of the CCTV inspection bid items. Light cleaning is defined as up to three (3) passes with a jet rodder.

Heavy cleaning is included as a separate bid item. Heavy cleaning is defined as greater than three (3) passes with a jet rodder, root cutting, and grease removal.

All CCTV inspection must follow National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) standards and be performed by PACP-certified personnel.

##### **2.3. Performance of Work**

The contractor shall immediately notify the Owner of any blockages, pipe breaks, or other conditions that appear to be in imminent danger of causing a sanitary sewer overflow.

CCTV inspection shall be performed from upstream to downstream unless site constraints or other conditions prevent access to downstream in which case the inspection can be performed from downstream to upstream with Owner's permission.

CCTV inspection shall not be performed on pipes that are greater than 25% fully based on flow depth.

CCTV inspection camera must be above flow depth at all times with the exception of defects such as debris or sags that cause backups for short lengths.

The contractor may request shut-downs of sewage pumping stations which would be performed by the Owner's personnel although there are no guarantees that such requests will be approved. Request shall include shut-down time, and duration.

The work shall take place Monday through Friday between 8:00 AM and 5:00 PM local time excluding County holidays. The contractor may request permission to work at other days or times but there are no guarantees that such requests will be approved although requests citing site specific advantages such as lower sewer flows at night or less traffic may be viewed more favorably.

If night-time work is approved by the County, the contractor shall not set up his operation within 500 ft of any residence.

For sewer pipes that either do not drop below the 25% full based on depth or cannot be CCTV inspected at night, the Contractor shall provide bypass pumping under the Bypass Pumping (Contingent) bid item.

The contractor shall provide all water necessary for sewer cleaning.

The contractor shall collect and remove any material dislodged as part of the sewer cleaning process which may be disposed of at no charge to the Contractor at the following location during normal business hours:

Worcester County Public Works  
Ocean Pines WWTP  
1000 Shore Lane  
Berlin, MD 21811

#### 2.4. Maintenance of Traffic

Contractor shall include Maintenance of Traffic (MOT) consisting of "Work Ahead" signs and traffic cones without flaggers for light-traffic roadways such as residential streets which shall be included in the CCTV Inspection within Roadway bid item unit price.

For heavy-traffic roadways or Maryland State Highway Administration (SHA) roadways, the Contractor shall provide Maintenance of Traffic (MOT) measures meeting SHA requirements as part of the Traffic Control (Contingent) bid item unit price. For work along U.S. Route 50 (Ocean Gateway), Contractor is to prepare a Lane Closure Permit application and Traffic Control Plan to MSHA for approval.

#### 2.5. CCTV Inspection Video and Database Format

Contractor shall provide CCTV inspection videos on DVD or other approved media with Owner's permission.

CCTV inspection videos shall be in .MPEG file format or other approved file format with Owner's permission.

CCTV inspection database shall be provided in WinCan or other approved PACP-compliant database with Owner's permission.

Contractor shall utilize asset designations as provided by the Owner in referencing all manholes and sewer pipes.

CCTV inspection videos shall be named the same as the sewer pipe asset designation.

2.6. Bid Items – See BID FORM attached hereto.

2.7. Schedule

All CCTV inspection field work shall be completed and all CCTV inspection videos and data shall be submitted to the Owner based on the following schedule:

No later than 60 calendar days after the Notice-To-Proceed (NTP)

### **3. Proposals from Bidders**

#### **3.1. Financial Proposal and Qualifications Statement**

Proposals shall consist of two (2) separate parts comprised of a Financial Proposal and Qualifications Statement.

All other information shall be presented in the Qualifications Statement which may include, but is not limited to, an opening letter, qualifications of the firm, information on personnel, information on similar projects performed by the bidder, references, a listing of equipment, or any other information that the bidder considers relevant to the project subject to the bidder's discretion.

The Qualifications Statement shall also include the same or similar information on sub-contractors that are part of the bidder's team.

Information in the Technical Proposal may be presented in Standard Form 255 or Standard Form 330 format but it is not required.

The Technical Proposal has a strict limit of 10 pages that is all inclusive.

Both proposals must include the business address and telephone number and identify one (1) or more individual authorized to sign the contract. Both the Technical Proposal and the Financial Proposal must be signed by such individual(s).

#### **3.2. Submission of Proposals**

Bidders shall submit two (2) paper copies of each in separate sealed envelopes labeled either "Technical Proposal" or "Financial Proposal" as appropriate.

Tuesday, March 13, 2018

Proposals must be received no later than ~~March 12, 2018~~ at 1:00 PM local time at the following location:

The Office of the County Commissioners  
Worcester County Government Center  
One West Market Street, Room 1103  
Snow Hill, MD 21863

Any proposal received after that date and time will not be considered.

### 3.3. Pre-Proposal Meeting

There will not be a pre-proposal meeting.

### 3.4. Questions or Clarifications

All questions or requests for clarification must be submitted to Mr. John S. Ross, P.E., Deputy Director of Public Works via e-mail ([jross@co.worcester.md.us](mailto:jross@co.worcester.md.us)) or Gary Serman via email ([gserman@co.worcester.md.us](mailto:gserman@co.worcester.md.us)) no later than March 7, 2018 by 4:00 PM local time.

All questions and requests for clarification will be addressed via addendum which will be posted to the County's website.

### 3.5. Notice of Award

Contractors will be notified of the acceptance or rejection of their proposal once an award has been made.

## 4. Evaluation of Proposals

### 4.1. Conformance with Requirements

Prior to reviewing the Financial Proposal, the County will first check that the proposal complies with the requirements stipulated herein.

Qualifications of Firm  
Qualifications of Personnel  
Project References  
Technical Approach

## 5. Award of Agreement

The Agreement shall be awarded on the basis of the financial evaluations. The County will award an Agreement to the firm who submits the most responsive proposal and obtains the highest scoring as determined by the Department of Public Works and which is most advantageous and desirable to the County. The Notice of Intent to Award will be posted on the County website. The County will send written notice of its award to the successful firm. This notice shall constitute acceptance of the successful Firm's proposal. The County reserves the right to reject the proposals where the available evidence or information does not satisfy the County that the Firm is qualified to carry out the terms of the contract.



## **6. Award or Rejection of Proposals**

The Office of the County Commissioners reserves the right to reject any and/or all proposals and to waive any informality in the proposals received whenever such rejection or waiver is in the best interest of Worcester County. All Instructions, Conditions and Provisions contained within the proposal document must be adhered to. Failure to comply with Instruction, Condition or Provision shall be deemed reasonable cause to disqualify any proposal. The Office of the County Commissioners also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete on time contracts of similar nature or a proposal of a contractor which investigation shows is not in a position to perform the contract. The Office of the County Commissioners also reserves the right to award the proposal within ninety (90) days from the date of opening.

## **7. Contractor Communication, Questions and Clarification**

All correspondence, communication and/or contact in regard to any aspect of this solicitation shall be with the designated contact identified above, or his/her designated representative. Contractors and their representative shall not make any contact with or communicate with any members of Worcester County Government, or its employees and Contractors, other than the designated contact in regard to any aspect of this solicitation or proposals.

## **8. Withdrawal**

After proposals have been officially opened, no proposal may be withdrawn for a period of sixty (60) days, and then only by written notification delivered to the Office of the County Commissioners prior to the date and time set for proposal opening.

However, proposals may be modified or withdrawn by the Contractor's authorized representative in person or by written or facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make her/his verifiable identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received in the office and labeled "Office of the County Commissioners" no later than the exact proposal due date and time. Pre-notifications on the bid proposal shall not be construed to comply with this requirement.

## **9. Proposal Postponement and Addenda**

Worcester County reserves the right to revise or amend the specifications up to the time set for final written questions. Such revisions and amendments, if any, shall be announced by an addendum to this solicitation. Acknowledgements of the receipt of all amendments will be required from all Contractors receiving this RFP. If the revisions and amendments require, in the sole judgment of Worcester County, changes to substance of the proposal, the proposal due date may be postponed by such number of days as in the opinion of Worcester County shall enable Contractors to revise their proposals. In any case, the proposal due date will be at a time not less than five (5) business days after the issue date of the last addendum, and the new addendum will include announcement of the new proposal due date, if applicable.

## **10. Cancellation of RFP**

The Office of the County Commissioners may cancel this RFP, in whole or in part, whenever this action is determined to be advantageous to the County or otherwise in its best interest.

#### **11. Incurred Expenses**

The Office of the County Commissioners will not be responsible for any costs incurred by any Contractor in preparing and submitting a proposal, or in performing any other activities relative to this procurement.

#### **12. Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Contractor's proposal for meeting the requirements of this RFP. Only typewritten proposals in English will be accepted.

#### **13. Confidential Information**

Worcester County Government will in good faith endeavor not to disclose proprietary information, trade secrets and confidential, commercial and financial information submitted in any proposal. Any such proprietary information, trade secrets or confidential commercial and financial information that a Contractor believes should be exempted from disclosure must be specifically identified and marked as such. Blanket-type identification or designation by a Contractor of whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not necessarily assure confidentiality. Specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

#### **14. Award of Agreements - Tie Proposals**

Award will be made to the responsive and responsible Contractor submitting a proposal that meets or exceeds the requirements and specifications of this procurement, and receives the highest ranked or scored evaluation based on the evaluation criteria, as stated in this RFP. In determining whether a proposal is "responsive and responsible," the Purchaser may consider, among other things, an examination of the Contractor's financial statements, and/or business background of the Contractor's employees, and/or evidence of the Contractor's satisfactory performance and integrity on past contracts per client reference. Award of contract will be made within 60 days after the closing date for submission of proposals. The highest responsive and responsible ranked Contractor deemed to be in the best interest and most advantageous to Worcester County will be awarded the contract. The Office of the County Commissioners may, at its option, accept or reject any substitution offered to any specification. In the case of tie proposals, the proposal which is in the best interest of Worcester County Government shall be considered the successful proposal.

#### **15. Proposal Rejection / Reservations**

The Office of the County Commissioners reserves the right to waive minor informalities or irregularities in any proposal received that do not go to the heart and central purpose of the proposal or do not prejudice other Contractors. The Office of the County Commissioners further reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the County. The County may waive minor differences in the specifications, provided these differences do not violate the specifications intent, nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County. The County shall have the right to take such steps as it deems necessary to determine the stability of the Contractor to perform

the work; the apparent low Contractor, upon request, shall furnish all such information and data for this purpose.

**16. Multiple and/or Alternate Proposals**

Multiple proposals and/or alternate proposals will not be accepted. Any proposal submitted in response to this RFP must clearly state a not-to-exceed total cost per the provisions contained herein, and such a total cost must be complete enough in its scope and detail as to permit Worcester County Government to fairly evaluate it along with other proposals received for the purpose of determining a successful Contractor.

**17. Joint Offers**

When two or more Contractors desire to submit a single proposal in response to this RFP, they should do so on a prime contractor – sub-contractor basis rather than as a joint venture. Worcester County Government intends to contract with a single entity and not with multiple entities doing business as a joint venture.

**18. Deviations from Specifications**

Specifications contained herein reflect Worcester County's preference (or are noted as illustrative) as to dimensions, materials and major components of this procurement. The Contractor must note, in bold face type, in any proposal that deviates from any specification, the text where each deviation occurs, and the Contractor must state an explanation of the deviation.

**19. Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, MD 21201.

It is strongly recommended that any potential Contractor complete registration prior to the due date for receipt of proposals. A Contractor's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Contractor from final consideration and contract award.

**20. Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, a Contractor shall be deemed to have accepted all the terms, conditions and requirements set forth in this RFP and hereby offers to provide services and results as specified in this Worcester County Request for Proposal, unless otherwise clearly noted and explained in its proposal as described.

**21. Acceptance of Proposal Content**

The content of this RFP and the Proposal of the successful Contractor will be included by reference in any resulting contract. All prices, terms and conditions in the proposal shall remain fixed and valid for 60 days after the closing date. This period may be extended by mutual agreement between the Contractor and Worcester County.

## **22. Exceptions**

The Contractor shall furnish a separate statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications, referencing the section of the RFP being addressed.

Failure to furnish the statement will mean that the proposer agrees to meet all requirements of the RFP.

## **23. Qualified Contractors**

In order to be considered a qualified Contractor, the Contractor submitting a proposal in response to this Request for Proposal must be able to completely perform the services requested and all of the requirements of this Request for Proposal in a timely, prompt and satisfactory manner.

By submitting a response to this solicitation, each Contractor certifies that it can legally do business in the State of Maryland, and represents that it is not in arrears in the payments of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

## **24. Project Information**

All existing County data to be used and additional data or information developed by the firm for this project is and shall be the sole property of the County. The firm may not assert any right of ownership to any of the data or information resulting from this project, including text files, mapping data, databases, spreadsheets, etc. the County shall have full rights for use and transfer of any and all data or information. Any transfer, sale, distribution, loan or offering for use of existing data or data and information developed by the firm for this project, in whole or in part, to any person or entity outside of Worcester County Government is prohibited without prior written consent by the County.

## **25. Subcontracting**

Contractors submitting proposals that contemplate or intend to subcontract portions of the engagement to small contractors or contractors owned and controlled by socially and economically disadvantaged individuals, must disclose that fact, and shall clearly name the proposed subcontracting contractors in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written approval of the County.

## **26. Procedures**

The extent and character of the work to be done by the contractor shall be subject to the general control and approval of the County's authorized representative. The contractor shall not comply with requests and/or orders issued by other than the representatives acting within their authority for the County.

## **27. Labor and Procurement Requirements**

The contractor and all subcontractors of the contractor shall conform to the labor laws of the State of Maryland and all other laws, ordinances, and legal requirements affecting the work in Worcester County, Maryland.

## **28. Contract**

The proposal with respect to all items accepted and all papers accompanying the same, the scope of services and the Standard Services Agreement, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified between the successful contractor or individual and the Office of the County Commissioners.

## **29. Non-Collusion Certification**

By submission of this proposal, the firm hereby certifies:

1. The fees in this Proposal have been arrived at as a result of an independent business judgment, without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, in any manner relating to prices, with any other person, partnership or corporation;
2. Unless otherwise required by law, the fees which have been set forth in this Proposal have not directly or indirectly been knowingly disclosed by the firm, prior to proposal "opening," to any other person, partnership or corporation; and,
3. No attempt has been made, or will be made, by the firm to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition.

## **30. Billing and Payment**

Each bill shall carry the purchase order number of Worcester County.

All invoices will be paid within thirty (30) days unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

## **31. Indemnity**

The successful bidder shall protect, hold free and harmless, defend and indemnify the County Commissioners of Worcester County, including its officers, agents, volunteers and employees, from all liability, penalties, cost, law suits, damages, expenses, death of any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. The contractor's / vendor's obligation to defend and indemnify shall survive the termination of the contract.

**32. Insurance Requirements**

**A. Workers' Compensation and Employer's Liability Insurance:**

The successful bidder shall maintain coverage during the entire life of the Contract:

I. Contractor shall obtain Workers' Compensation Insurance as required by statute. The Workers' Compensation coverage shall cover a sole proprietor, all employees, partners, officers, members, leased employees and any other person working for or with the contractor. Contractor shall provide County a certificate of Workers' Compensation insurance before beginning the Work. If Contractor fails to carry Workers' Compensation insurance, or its policy lapses during the Work for any reason, Contractor shall indemnify County against any claims against County's Workers' Compensation insurance policy. Contractor shall also be responsible to reimburse the County for any audit premiums that result from any lapses in Contractor's policy and

II. Employer's Liability Insurance with limits of:

\$100,000 accident/\$100,000 disease each employee/and  
\$500,000 disease policy limit

If any portion of the project is subcontracted, the successful bidder shall require all of the Subcontractors to maintain the same policy limits in workers' compensation and employer's liability insurance required for the successful bidder.

**B. Commercial General Liability Insurance:**

The successful bidder's Commercial General Liability policy shall be on an occurrence basis and shall include:

Policy limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

Coverage for Premises/Operations, Actions of Independent Contractors, Products/Completed Operations, Contractual Liability and Personal Injury.

Coverage shall include explosion, collapse, or underground (XCU) hazards as applicable to classification.

Products or Completed Operations coverage shall be purchased for at least five (5) years after the completion of the contract and shall cover the operations performed under the contract

**C. Business Automobile Liability:**

The successful bidder shall provide insurance coverage for any owned, hired, or non-owned motor vehicles. The policy limits shall not be less than \$1,000,000 combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage each accident.

The policy will provide \$1,000,000 of uninsured or underinsured motorist coverage and include contractual liability coverage.

**D. General Insurance Requirements for all Insurance Policies:**

The County shall be added as an additional insured to the general liability policy with the following wording: "The County, its officers, agents, employees and volunteers are additional insured with regards to the General Liability policy for work performed under terms of the contract."

The successful bidder's Certificate(s) of Insurance shall include the following:

- I. A cancellation provision requiring a written forty-five (45) day notice of cancellation or non-renewal will be furnished to the County by the successful bidder's insurance carrier(s) or insurance agent(s). Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- II. A Project description in the body of the form.

The successful bidder shall provide the County with Certificate of Insurance, within seven (7) days of bid award notification, evidencing the coverage required above. Insurance shall be procured from insurance companies authorized to do business in the State of Maryland and acceptable to Worcester County. The insurers shall have an A.M. Best's insurance rating of A- or better and a financial size of Class VII or better unless the County Risk Manager grants specific approval for an exception.

**E. Bidders Insurance Requirement:**

Commercial General or Other Required Liability Insurance – "Claims Made" Basis:

- I. If Commercial General or other liability insurance purchased by the successful bidder has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Check List remain the same. The Contractor must either:
  - (a) Agree to provide certificates of insurance evidencing the above coverages for a period of five (5) years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract;  
or
  - (b) Purchase an extended (minimum five (5) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- (c) All construction projects exceeding \$1,500,000.00 will require a five (5) year extended reporting period (tail).
- (d) All deductibles for all insurance requirements are subject to County approval.
- (e) Contractors Pollution Liability or equivalent coverage extension within the General Liability policy. Policy limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This policy must provide coverage for:

Bodily injury, sickness, disease, sustained by any person, including death;

Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof; cleanup costs, the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages;

Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims;

Contractual liability coverage, eg. Coverage for liability assumed by the named insured under a written contract or agreement;

The full scope of the named insureds operating as found within the scope of work for the contract

The policy must provide coverage for claims made or occurrence based on policy form

The policy must insure contractual liability, be Primary and Non Contributory and name County as an additional insured.

The policy cannot contain exclusions for work performed by subcontractors.

### **33. Certificate of Insurance**

Prior to job starting dates Contractors must provide the County with a Certificate of Insurance for all required coverage. The certificate must show: Contractor's agent's name, insurance carrier's name, the County as additionally insured, name of contractor, policy number, effective and expiration dates of contractor's policy.

The Contractor shall not begin to perform work on the project until certificate is received by the Office of the County Commissioners.

### **34. Irrevocable Trust Receipts**

Should the contractor be denied corporate surety credit for whatever reason the County will accept an Irrevocable Trust Receipt (ITR) issued by an individual surety. This individual surety must work through insurance agents licensed in the State of Maryland, in accordance with Maryland law.



A letter issued and duly authorized from the conventional bonding company denoting the "reason for denial" must be submitted with the bid as "Proof of Denial", and provided that the individual surety can meet all Maryland statutory and regulatory requirements. Failure to meet the bonding requirement(s) shall be cause for immediate rejection of the bid.

**35. Interpretation – Maryland Law Prevails**

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland. Mandatory provision for all contracts unless otherwise authorized by the Office of the County Commissioners of Worcester County

**36. Protest Procedures**

Protests of bid awards must be received by the County in writing by certified mail not later than ten (10) calendar days after bidders have been notified or should have known of the contract award. Protests must be fully supported with adequate technical data, test results, or other pertinent information to support the protest. At a minimum, this must include the name and address of the protestor; identification of the project for which the protest is being filed; a statement of the reasons for the protest; supporting exhibits, evidence or documents to substantiate the protest; and a statement of the ruling desired from the county.

The decision of the county shall be final except in instances of violations of federal law or regulations; and/or violations of the county's protest procedure or the failure of the county to review a complaint or protest.

**37. Termination and Renewal**

A termination period will be required ninety (90) days prior to the end of the contract for termination or non-renewals. This contract may be renewed as stated in this proposals' section Contract and Renewal Options and are subject to availability of funding and successful vendor's performance.

**38. Minority Business Enterprise Policy**

The successful bidder shall make a good faith attempt to encourage bids and utilize certified minority business enterprises.

**39. Worcester County Equal Employment Opportunity Clause**

Worcester County expects that the contractor not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age.

**40. The Americans with Disabilities Act**

The Americans with Disabilities Act applies to the Worcester County Government and its programs, services, activities, and facilities.

**41. Employment of Aliens**

All bidders, as a condition to doing business with the County, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a

bidder fails to comply with any such employment laws or regulations during the course of any County projects, such failure may constitute material breach of the bidder's contractual relationship with the County, and the County may take all reasonable steps to terminate its relationship with the bidder.

#### **42. Cooperative Purchasing**

The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

**BID FORM**

**WORCESTER COUNTY PUBLIC WORKS  
SEWER CLEANING AND INSPECTION SERVICES**

TO:

COMMISSIONERS OF WORCESTER COUNTY  
COUNTY GOVERNMENT CENTER  
1 WEST MARKET STREET, RM. 1103  
SNOW HILL, MARYLAND

I have received the construction documents titled Sewer Cleaning and Inspection Services. I have also received Addenda Nos. \_\_\_\_\_, and have included their provisions in this Proposal. I have examined both the documents and submit the following bid:

**UNIT COST BID ITEMS**

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
1	Light Cleaning and CCTV Inspection within West Ocean City	11,111	Linear Feet	\$	\$

Unit Cost Bid Item 1 Subtotal (Number): \_\_\_\_\_

Unit Cost Bid Item 1 Subtotal (in Words): \_\_\_\_\_

**CONTINGENT BID ITEMS**

Bid Item	Item Description	Quantity	Units	Unit Price	Total Price
2	Heavy Cleaning	4	Hours	\$	\$
3	Bypass Pumping up to 1 MGD	4	Days	\$	\$

Contingent Bid Items 2 & 3 Subtotal (Number): \_\_\_\_\_

Contingent Bid Items 2 & 3 Subtotal (in Words): \_\_\_\_\_

**TOTAL BID PRICE**

Total Bid Price = Unit Cost Bid Items Subtotal + Contingent Bid Items Subtotal

Total Bid Price (Number): \_\_\_\_\_

Total Bid Price (in Words): \_\_\_\_\_

Notes:

Contractor's pricing shall include all mobilization costs.

Contingent bid items may not be engaged without prior authorization from the Owner.

The Financial Proposal shall include a list of each bid item, estimated quantities, unit prices, and line item costs as well as the summed total for the project.

**BID MUST BE SIGNED TO BE VALID**

Date: \_\_\_\_\_

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

Typed Name: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

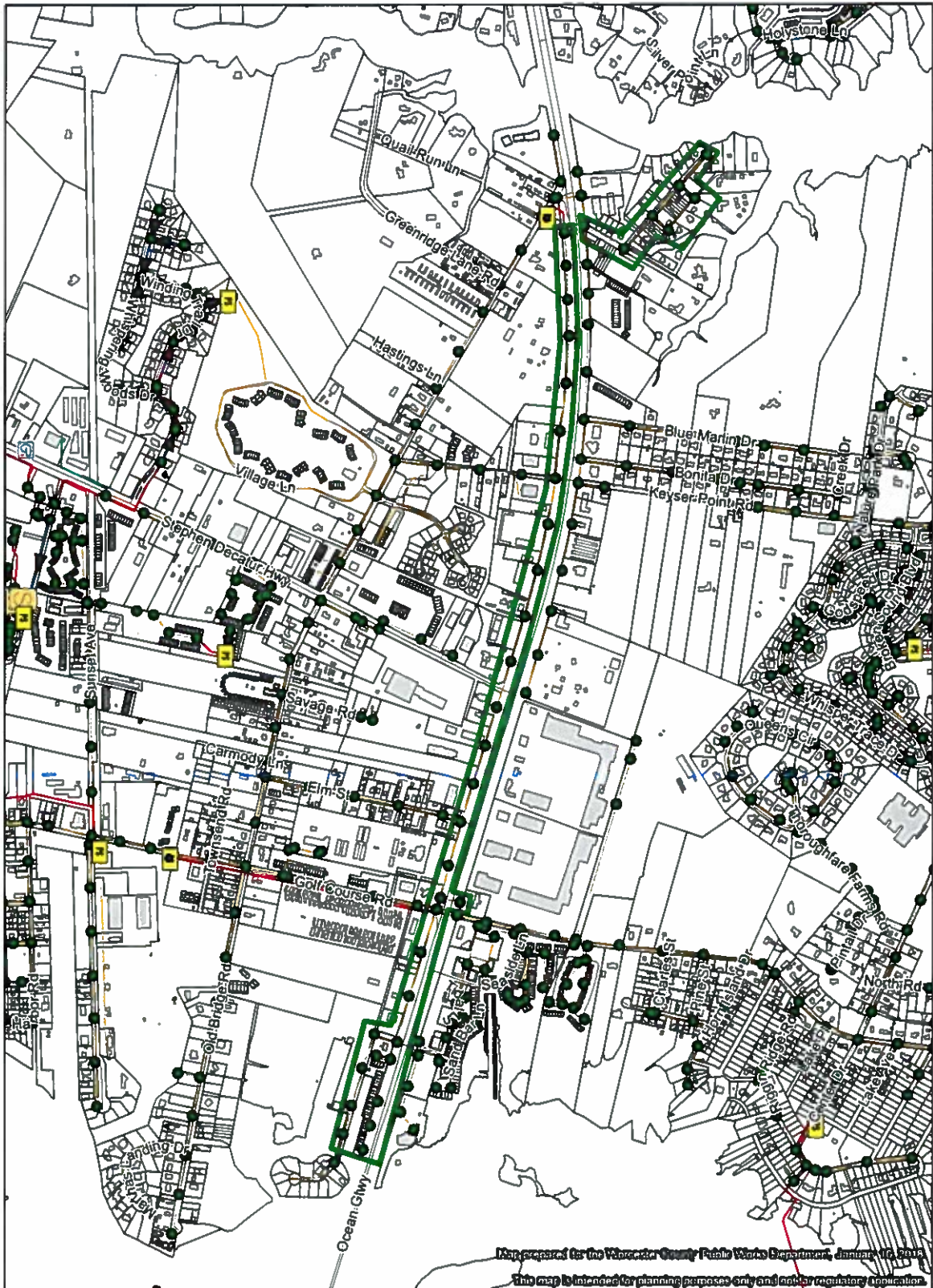
Phone: \_\_\_\_\_

# WEST OCEAN CITY SEWERS

## APPENDIX 1

Street	Upstream MH #	Down stream MH#	Length in feet	Diameter of pipe	Material
Rt 50 Ocean Gateway	34	33	281	12"	Plastic- SDR35
Rt 50 Ocean Gateway	33	32	295	12"	Plastic- SDR35
Rt 50 Ocean Gateway	32	31	315	12"	Plastic- SDR35
Rt 50 Ocean Gateway	31	30	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	30	29	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	29	28	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	28	27	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	27	26	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	26	25	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	25	24	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	24	23	400	12"	Plastic- SDR35
Rt 50 Ocean Gateway	23	22	346	12"	Plastic- SDR35
Rt 50 Ocean Gateway	22	21	344	12"	Plastic- SDR35
Rt 50 Ocean Gateway	21	20	340	12"	Plastic- SDR35
Rt 50 Ocean Gateway	20	19	391	12"	Plastic- SDR35
Rt 50 Ocean Gateway	19	18	272	12"	Plastic- SDR35
Rt 50 Ocean Gateway	18	17	170	18"	Plastic- SDR35
Rt 50 Ocean Gateway	113	18	109	8"	Plastic- SDR35
Rt 50 Ocean Gateway	114	113	388	8"	Plastic- SDR35
Rt 50 Ocean Gateway	115	114	381	8"	Plastic- SDR35
Rt 50 Ocean Gateway	116	115	401	8"	Plastic- SDR35
Rt 50 Ocean Gateway	117	116	150	8"	Plastic- SDR35
Rt 50 Ocean Gateway	118	117	365	8"	Plastic- SDR35
Shantytown Road	119	116	202	8"	Plastic- SDR35
Shantytown Road	120	119	301	8"	Plastic- SDR35
Shantytown Road	121	120	323	8"	Plastic- SDR35
Shantytown Road	122	121	254	8"	Plastic- SDR35
Shantytown Road	123	122	245	8"	Plastic- SDR35
Waterview Drive	280	260	394	8"	Plastic- SDR35
Waterview Drive	281	280	374	8"	Plastic- SDR35
Waterview Drive	282	281	350	8"	Plastic- SDR35
Waterview Drive	283	282	351	8"	Plastic- SDR35
Waterview Drive	LH283	283	44	8"	Plastic- SDR35
Pine Rest Lane	284	281	172	8"	Plastic- SDR35
Pine Rest Lane	285	284	353	8"	Plastic- SDR35

**TOTAL: 11111 feet**



Map prepared for the Worcester County Public Works Department, January 16, 2018.  
 This map is intended for planning purposes only and not for regulatory application.



**Worcester County  
 Maryland  
 Route 50  
 West Ocean City  
 Sewer Lines**

- Sewer Manhole
- Force Main
- Gravity Main
- Low Pressure
- Sewer Main
- Vacuum Main

**Department of Development  
 Review and Permitting  
 Technical Services Division**

Drawn By: MDD  
 Reviewed By: KLH

0 1,000  
 Feet

1 inch = 1,000 feet  
 Map prepared on January 18, 2018.