

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: West Ocean City Harbor Boat Slips

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Thursday, July 3, 2025

TIME: 2:30 PM

TABLE OF CONTENTS

SECTION I: INTRODUCTION.....	3
A. PURPOSE	3
B. CLARIFICATION OF TERMS	3
C. QUESTIONS AND INQUIRES	3
D. FILLING OUT BID DOCUMENTS	3
E. SUBMISSION OF BID DOCUMENTS	3
F. OPENING OF BIDS	4
G. ACCEPTANCE OR REJECTION OF BIDS	4
H. QUALIFICATIONS.....	5
I. DESCRIPTIVE LITERATURE	5
J. NOTICE TO VENDORS	5
K. PIGGYBACKING.....	6
SECTION II: GENERAL INFORMATION.....	7
A. ECONOMY OF BID	7
B. PUBLIC INFORMATION ACT (PIA)	7
C. CONTRACT AWARD.....	7
D. AUDIT.....	7
E. NONPERFORMANCE.....	7
F. MODIFICATION OR WITHDRAWAL OF BID.....	8
G. DEFAULT.....	8
H. COLLUSION/FINANCIAL BENEFIT.....	8
I. TAX EXEMPTION.....	8
J. CONTRACT CHANGES	9
K. ADDENDUM	9
L. EXCEPTIONS/ SUBSTITUTIONS.....	9
M. APPROVED EQUALS	10
N. DELIVERY.....	10
O. INSURANCE	10
P. BID EVALUATION.....	10
SECTION III: BID SPECIFICATIONS	11
A. SCOPE	11
B. LEASE TERMS.....	11
C. GENERAL REQUIREMENTS	11
D. ATTACHMENTS.....	11
E. QUESTIONS.....	12
F. AWARD	12
FORM OF BID	13
REFERENCES	15
EXCEPTIONS	16
INDIVIDUAL PRINCIPAL	17
VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID	18
NON-COLLUSIVE AFFIDAVIT	19
EXHIBIT A	20

SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to lease eight (8) boats slips, three (3) 100-foot and five (5) 75-foot boat slips in conformity with the requirements contained herein ("Bid Document(s)").

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, June 25, 2025**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. 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.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. 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.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

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

Worcester County Commissioners and will be identified with the project name: **WEST OCEAN CITY HARBOR BOAT SLIPS** 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.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

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 does not exceed the funds available, and it is in the best interest of the County to accept it. The County 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 County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 - 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

- 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 Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. 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 Services 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.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

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.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. 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) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County 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.
3. County 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.
4. The County 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 Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County 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 County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

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.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County 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 his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

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 Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five 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.
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 County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified commercial fisherman to lease eight (8) boats slips, three (3) 100-foot and five (5) 75-foot boat slips in the commercial section of the County owned portion of the West Ocean City Harbor for a period commencing September 23, 2025 and expiring September 22, 2030 in accordance with the terms and conditions and specifications set forth in this solicitation.

B. LEASE TERMS

1. The lease will be for a term of 5 years beginning on September 23, 2025 and expiring September 22, 2030.

C. GENERAL REQUIREMENTS

1. All bidders must be a bona fide commercial fisherman as defined in said ordinance and will be required to certify that they will operate a bona fide commercial fishing operation from the West Ocean City Harbor and will use the dock space at least 270 days per lease year.
2. All bids must be accompanied by a bid deposit of 10% of the total bid, which will be applied to the second-year rent payment.
3. The highest bidder for each slip size will be given preference as to slip number.
4. Each bidder may only be awarded one slip for the lease period, no other bids will be considered from a Successful Bidder.
5. The County Commissioners of Worcester County will make all determinations as to whether or not a bidder is a bona fide commercial fisherman.
6. Deposits of unsuccessful bidders will be refunded at such time as all dock license agreements have been executed.
7. The deposit of the Successful Bidder will be credited toward the fifth year's rent payment.
8. All bidders must:
 - a. Certify s/he is a bonafide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405;
 - b. Be the sole owner of a commercial fishing vessel or own at least fifty percent (50%) of the stock or partnership which owns such vessel;
 - c. Operate from the West Ocean City Harbor;
 - d. Use the dock space for commercial fishing for at least 270 days of each lease year;
 - e. Provide proof of liability and pollution insurance upon bid approval;
 - f. Include a ten percent (10%) bid deposit with each bid. If you are awarded a slip, the deposit will be applied to your fifth year's rent payment;
 - g. 3rd Party Vessel Registration forms (for vessels tied up more than 7 days) must be forwarded to County Commissioners office for approval and copy of fees paid to Licensee; and
 - h. No more than two (2) boats shall use dock space at any one time.

D. ATTACHMENTS

1. Boat Slip License Agreement Template
2. West Ocean City Harbor Boat Slip Map

E. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

F. AWARD

1. The County intends to award to the highest bidder for each slip.
2. Preference as to slip number will be given to the highest bidder.
3. Each bidder may only be awarded one slip for the lease period, no other bids will be considered from a Successful Bidder.

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE
RETURNED WITH SUBMITTAL**

FORM OF BID

The undersigned hereby submits a bid for the FIRST YEAR, from September 23, 2025 through September 22, 2026, of a total FIVE-YEAR lease period beginning September 23, 2025 and ending September 22, 2030 on a ☐ 100 foot OR ☐ 75 foot dock space in the West Ocean City Harbor. I understand that an **annual 2% escalator** will be applied to my FIRST YEAR bid each year for the duration of the FIVE-YEAR lease period.

TOTAL FIRST YEAR BID (9/23/25 – 9/22/30) \$ _____

Deposit (10% of FIRST YEAR BID) \$ _____

Bidder understands that an **annual 2% escalator** will be applied to their FIRST YEAR bid each year for the duration of the FIVE YEAR lease period through September 22, 2030. Bidder further understands that the 10% Deposit will be held by the County and applied to the Rent Payment in Year 5 covering the period beginning September 23, 2029 and ending September 22, 2030.

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws, Section CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: _____

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name:	USCG Doc. Number:
Owner:	Length:
Vessel Description:	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (60) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay annual lease payment with an annual escalator of 2% that will be applied to the annual lease payments for a 5-year term.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75-foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone Number(s): (Cell) _____ (home) _____

Email address: _____

Vehicle Make _____ Model _____ License Plate No. _____

EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: _____

Contact Name: _____

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

LICENSE AGREEMENT

This License Agreement, made on _____, between the County Commissioners of Worcester County, Maryland (“Commissioners”) and [insert name and address] (“Licensee”):

The parties agree as follows:

1. Commissioners grant an exclusive License to Licensee for the use of Slip No. _____ (“Dock Space”), which is _____ feet in length and shown on the diagram attached as Exhibit A, for a term of 5 years beginning on the date above.
2. The vessel name and USCG DOC# to be docked at the Dock Space are:

Name: _____

USCG DOC#: _____
3. The annual License Fee will be in 5 payments:
 - (a) Payment 1 is \$ _____ and is due on September 22, 2025.
 - (b) Payment 2 is \$ _____ and is due on September 22, 2026.
 - (c) Payment 3 is \$ _____ and is due on September 22, 2027.
 - (d) Payment 4 is \$ _____ and is due on September 22, 2028.
 - (e) Payment 5 is \$ _____ and is due on September 22, 2029.
4. This License will be cancelable upon 30 days’ notice by Commissioners to Licensee and upon 90 days’ notice by Licensee to Commissioners. If the License is cancelled, a portion of any paid License Fee will be rebated to Licensee on a pro-rated basis for the unused term of the License.
5. Only two boats are allowed to use the Dock Space at any one time.
6. Licensee is allowed to tie boats within the Dock Space if no boat or part of a boat extends more than 45 feet channelward from the tie piles on the southerly side of the Dock Space. A boat must not be moored inboard or north of the mooring piles. This provision will be strictly enforced and may include immediate termination of this License Agreement.

7. The License is only for the Dock Space and its access. The License is not for any land next to the Dock Space. Any property other than a licensed motor vehicle may be removed by the Commissioners without notice to Licensee. Licensee agrees to indemnify the Commissioners for the removal and storage of removed property.
8. The Licensee must maintain liability insurance in the minimum amount of \$250,000 with a company approved by the Commissioners. Insurance must also include pollution abatement insurance in the minimum amount of \$800,000, covering petroleum spills, pollution, and cleanup. Proof of insurance must be provided to the Commissioners.
9. Licensee may allow third parties to tie boats on a regular or transient basis within the Dock Space only if the charge by Licensee for this privilege does not exceed the proportionate, per diem share of the License Fee for the space used. All boats using the Dock Space must be registered with the Commissioners with forms provided by the Commissioners, except boats tying up for less than 7 days do not need to be registered.
10. Licensee must maintain the Dock Space and adjacent bulkhead in a clean, neat, and orderly manner.
 - (a) The Commissioners will provide a water hookup to the Dock Space. Licensee must secure the water spigot to prevent use by the general public with a lock provided by the County. Licensee may contact the Parks Superintendent, at 6030 Public Landing Road, Snow Hill, Maryland 21863, 410.632.2144, for the lock to secure the water spigot and return the lock after the License expires.
 - (b) The Commissioners will provide an electric hook-up to the Dock Space and the Licensee is responsible for obtaining and paying for any electric service from the utility company. If the Licensee has a problem with the electric hook-up, Licensee must immediately contact the Parks Division for inspection and repair.
 - (c) The water and electric hook-ups must be properly used by the Licensee. Repairs for any damage caused by misuse must be paid for by the Licensee as an additional License Fee within 30 days after billing.

- (d) To assist in maintaining the Dock Space and bulkhead in a clean, neat, and orderly manner, the Commissioners will provide a portable dumpster next to the commercial docks twice a year.
- 11. Licensee (or Licensee's agents or guests) must not store any materials, supplies, gasoline, paraphernalia, equipment, or any other items on the bulkhead, catwalks, or parking lot. The Dock Space must be used only for the docking of bona fide commercial fishing vessels. Pleasure craft, including for sport fishing or hire, are not allowed to use the Dock Space. Licensee must not interfere with any other dock space or with the County boat ramp.
- 12. Licensee promises that: Licensee is engaged in commercial fishing as defined by the Worcester County Code of Public Local Laws CG 4-405; Licensee is the owner of a commercial fishing vessel; and Licensee operates from the West Ocean City Harbor. Licensee must use the Dock Space for commercial fishing purposes for at least 270 days per calendar year of this License.
- 13. Licensee must comply with all County, State, and Federal law and the County's rules for the use of the West Ocean City Harbor.
- 14. Licensee (or Licensee's agents or guests) must not discharge any material, lubricants, sewage, trash, waste water, solid waste, or any substances into the West Ocean City Harbor or the County's small dumpster in the parking lot—the small dumpster is for recreational boaters only.
- 15. Licensee must indemnify the Commissioners against all liabilities, damages, and other expenses (including reasonable attorney's fees) that are asserted against the Commissioners in connection with the following:
 - (a) Any use or condition of the Dock Space or adjacent bulkhead.
 - (b) Any negligence by Licensee or Licensee's agents or guests.
 - (c) Any personal injury or property damage occurring on or about the Dock Space or the bulkhead.
 - (d) Any failure by Licensee (or Licensee's agents or guest) to comply with any obligation of this License.

16. Commissioners agree to post a sign along the bulkhead indicating the existence of this License and warning others of its exclusive nature. But Licensee has responsibility to maintain its exclusive use of the Dock Space. The Commissioners incur no additional affirmative duties to maintain the exclusive nature of this License. The Commissioners will only be responsible for the policing of the West Ocean City Harbor area in a governmental capacity and will make no special efforts to enforce the exclusiveness of the License. Licensee must seek whatever legal redress may be necessary to enforce Licensee's rights against third parties.
17. If the space becomes unusable by an Act of God for more than seven consecutive days, a rebate under Paragraph 4 will be applicable.
18. Any notice under this Agreement must be in writing and must be served as follows:

- (a) Notice to the Commissioners must be delivered to:

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

- (b) Notices to Licensee may be either:

Mailed to the Licensee at the following address:

or

Posted of the notice on the bulkhead or piling next to the Dock Space.

- (c) In case of an emergency, Licensee may be reached at:

Phone: _____

Email: _____

Licensee must promptly notify the Commissioners of any change in the telephone number or email address.

- (d) If contacted by the Commissioners, Licensee must respond within 24 hours. If not, the Commissioners will take whatever action deemed necessary to correct any delinquencies or emergencies.

19. This License Agreement may be terminated by the County Commissioners because of breach by Licensee, illegality of performance, orders of court, injunctions or other litigation, or related reasons including settlement of pending or threatened litigation.

The Parties agree to this Agreement on the date stated above.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

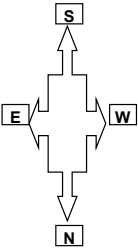
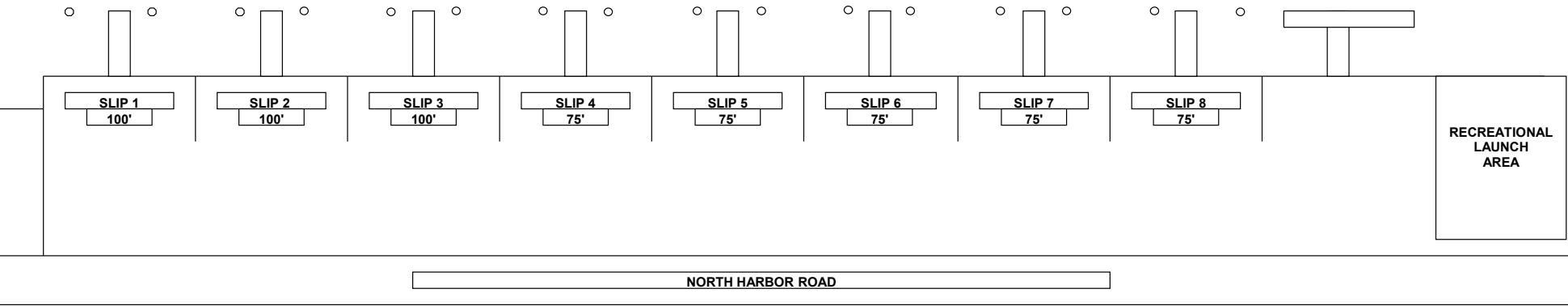
_____(Seal)
Theodore J. Elder
President

Witness

Licensee

_____(Seal)
By:

WEST OCEAN CITY HARBOR



PLAN OF COUNTY BOAT RAMP AT WEST OCEAN CITY
SCALE:NTS