



OCEAN PINES ASSOCIATION, INC.

239 Ocean Parkway
Ocean Pines, MD 21811

6 November 2015

Drain Pipe Replacement

1. Instructions to Bidders:

- a. Proposals submitted pursuant to this RFP must meet the following criteria and the specific requirements described in this document under Scope of the Project.
 - i. The firm must be currently licensed in the tri-state area of Maryland, Delaware or Virginia and have in place public liability insurance in coverage amounts at least equal to the minimum amounts established for the overall estimated construction costs of this project.
 - ii. Proposals must meet all local, county and State of Maryland codes and design guidelines, and including but not limited to the Federal ADA act. **Proposals will include the filing of all documents required to obtain necessary approvals of governmental authorities having jurisdiction over this project.**
 - iii. Ability to acquire a performance bond and a payment bond if requested.
 - iv. Proposals must include a warranty period of at least one year.
- b. **Proposal materials must be received at the OPA by 3:00 pm Monday 30 November 2015. Proposals received after the stated day and time will not be considered.**
- c. Bidders are to submit their proposal(s) in a sealed envelope clearly marked with the company name.
- d. The RFP is available at OPA and can be downloaded from the OPA website www.oceanpines.org . Any questions may be directed to Jerry Aveta (410-641-7425 x 2008; javeta@oceanpines.org).
- e. OPA will open, review the proposals and select the winning proposal during the week following the submittal deadline. The winning bidder will be notified of selection as soon as possible after board approval.
- f. Note that low bid price, will not be the only factor used in determining the winning proposal. See the Evaluation Criteria listed in this document.

2. Scope of the Project.

- a. Site locations:
 - i. Four (4) existing drain pipes located in existing drainage ditches located at the intersection of St. Martin's Lane and White Horse Drive (Diagram enclosed.)
 - ii. Two (2) existing 15 inch aluminum drainage pipes to be replaced cross St. martin's Lane north of the intersection of St. Martin's Lane and White Horse Drive.

- iii. Two (2) existing 15 inch tar coated galvanized drainage pipes cross a private driveway south of the intersection of St. Martin's Lane and White Horse Drive.
 - b. Replacement Pipe Specifications: Contractor may offer either Asphalt Coated Corrugated Metal Pipe (AACMP) or High Density Polyethylene (HDPE) Corrugated Pipe that meet the following.
 - i. Pipe Diameter: 24 inches
 - ii. Head on Pipe: 1.2 feet
 - iii. Length of Pipe: 30 feet
 - iv. Pipe Capacity: 17.9 cfs
 - v. Pipe velocity: 5.7 ft/sec
 - vi. Friction Coefficient (K_p): 0.0294
 - vii. Mannings Coefficient (n): 0.020
 - viii. Entrance Coefficient (K_e): 0.5
 - ix. Max allowable fall in pipe when outlet is not submerged: 0.4 feet
 - c. Required Work:
 - i. Remove four (4) existing drain pipes as described in attached drawing.
 - ii. Install four (4) new drain pipes meeting the above listed pipe specifications.
 - iii. Contractor shall recommend either ACCMP or HDPE drain pipes based on the specific pipe application.
 - iv. Contractor shall coordinate with Worcester County to locate existing sewage piping in the project area to ensure there is no interruption to county service to residents.
 - v. Contractor shall coordinate with other utility companies with service in the construction area as identified by a Miss Utility inspection requested by the contractor.
 - vi. Contractor will manage work during construction to allow continued traffic flow on St. Martin's Lane. St. Martin's is a major access road to the community so cannot be completely closed. Contractor is responsible to direct traffic around construction in a controlled manner.
 - vii. Contractor will ensure road surfaces affected by this scope of work will be restored to existing conditions as required by Worcester County and OPA.
 - viii. Contractor will ensure private driveway affected by this scope of work will be restored to existing conditions as required by OPA.
 - d. Schedule of Work
 - i. Anticipated contract award is approximately 1 November 2015 and would like contractor to begin work as soon as possible after award.
 - ii. Contractor is requested to submit a project schedule describing key events required to complete the work including the securing of any county permits required.

3. Proposal Requirements

- a. The following must be included in all proposals in order to be considered complete:
 - i. Qualifications:
 - 1. Proclamation of project qualifications, including copies of professional registration/ license and certificate of public liability insurance, inclusive of coverage amounts.
 - 2. Experience of firm and key subcontractor personnel.

3. List of previous similar work.
4. Three references with contact information.
- ii. Response to the Scope of Work
 1. Material descriptions and specifications for proposed drainage pipes.
 2. Proposed work schedule.
- iii. Proposed Costs
 1. Total cost for labor and materials.
- iv. Signed copy of the RFP Terms and Conditions.
- v. Please note that no plans or drawings are required as part of the proposal submittal requirements.
- vi. Interested professional firms should submit proposals in the following formats:
 1. Two (2) copies of proposal including all requested material descriptions and specifications;
 2. One (1) electronic copy emailed attn: javeta@oceanpines.org
- vii. Any proposals submitted after the stated day and time will not be considered.

4. Evaluation Criteria and Selection Process

- a. The proposals will be judged on the following criteria (not listed in order of importance):
 - i. Quality of previous work and depth of experience.
 - ii. Referrals and/or references from previous clients.
 - iii. Overall completeness, legibility and organization of the proposal and responsiveness to the RFP specifically with regard to information of cost, schedule and performance related to this contract.
 - iv. Responsiveness to any questions or requests during the review process.
- b. Proposals will be evaluated by the OPA. The submitting professional firms will be notified via telephone as to the success of their proposal.

5. Ambiguity, Conflict or Errors in the RFP

- a. If the proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, it shall immediately notify the OPA of such in writing and request modification or clarification of the document. OPA will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or error in the RFP prior to submitting the proposal or it shall be waived.

6. Contract Approval, Indemnification and Insurance

- a. A selection of the successful proposer shall not be binding until it has been approved by the OPA Board of Directors.
- b. Indemnity. To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the OPA from and against all claims, losses, damages, liabilities, including reasonable attorney's fees, costs and expenses, for bodily death and property damage that may arise from the performance of or the failure to perform services under this Agreement, but only to the extent caused by negligent act of or omissions of the proposer or anyone employed directly or indirectly or by anyone for whose acts any of them are liable. Nothing in this indemnity shall be construed to limit the

insurance obligation agreed to herein. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the professional firm under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

- c. Insurance. Before commencing services, and as a condition of payment, the proposer shall purchase and maintain such insurance as will protect it from claims arising out of performance of its services. At a minimum, the proposer shall have commercial general liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate/ and \$1,000,000 umbrella in addition; and shall also have professional liability insurance for claims arising from the negligent performance of professional service for this project in the amount of \$1,000,000 per claim.

7. Terms and Conditions

- a. By signing below, the submitting proposer firm acknowledges the above requirements and deadlines for this RFP and its non-binding nature and confirms that all information provided in any submitted proposal is true and accurate to the best of their knowledge and that any misinformation will be cause for the submitted proposal to be denied review.
- b. By signing the RFP, submitting proposer certifies that it does not and will not, during the performance of this contract, knowingly employ or subcontract with any entity which employs workers in violation of applicable federal and state laws. Professional firm agrees to produce at OPA's request, such documents which are required to verify compliance with applicable federal and state laws. If the proposer knowingly employs workers in violation of these statutes, such violation shall be cause for unilateral cancellation of the contract between the profession firm and OPA. In the event this contract is terminated due to violation of these statutes by the professional firm, the professional firm shall be liable for any and all costs associated with such termination, including but not limited to any damages incurred by OPA, as well as attorney's fees.

8. Contractor Signature

By: _____
(signature/title)

(print or type)

(date)

