

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**JULY 23, 2012**

**PRESENT**

*Council President Terry E. Cohen  
Councilwoman Laura Mitchell  
Mayor James Ireton, Jr. (left at  
7:25 p.m.)*

*Council Vice President Deborah S. Campbell  
Councilwoman Eugenie P. Shields  
Councilman Timothy K. Spies*

**IN ATTENDANCE**

*City Clerk Kimberly R. Nichols, CMC, Assistant City Administrator Lore Chambers, Ph.D., City Attorney Mark Tilghman, Police Chief Barbara Duncan, Public Works Director Teresa Gardner, Acting Director of Internal Services Gerri Moore, Director of Community Development Deborah Stam, Planning and Zoning Director Jack Lenox, Neighborhood Services and Code Compliance Housing Supervisor Susan Phillips, and interested Citizens and Members of the Press.*

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**MEDITATION – PLEDGE OF ALLEGIANCE**

*The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President Cohen called the meeting to order. A moment of silent meditation was followed by the Pledge of Allegiance.*

**CERTIFICATES OF APPRECIATION** – presented by Mayor James Ireton, Jr.

*Mayor Ireton, Jr. presented Certificates of Appreciation to the following people for assisting with the first annual Red, White, and Boom Fireworks display held at Salisbury University on July 4, 2012:*

- 1. Robert Sheehan, SU Director of Government Relations*
- 2. Barbara Duncan, Chief of Salisbury Police Department*
- 3. Rick Hoppes, Acting Chief of Salisbury Fire Department*
- 4. Teresa Gardner, Director of Salisbury Public Works*
- 5. Mike Dunn, Delmarva Public Radio General Manager*

*It has been several years since a July 4<sup>th</sup> fireworks display has taken place in Salisbury, Maryland; the event was well-attended. Mr. Mike Dunn thanked additional people for their support, and vowed the fireworks event would be held again next year.*

**ADOPTION OF LEGISLATIVE AGENDA**

*Mrs. Mitchell moved and Mrs. Shields seconded to adopt the legislative agenda as presented.*

*The following amendments to the agenda were unanimously approved:*

- 1. Mrs. Shields moved and Mrs. Campbell seconded to amend the agenda by adding Resolution No. 2182 to follow immediately after the Consent Agenda.*
- 2. Mrs. Campbell moved and Mr. Spies seconded to amend the agenda by adding Resolution No. 2183 to immediately follow Resolution No. 2182 after the Consent Agenda.*
- 3. Mrs. Shields moved and Mrs. Campbell seconded to amend the agenda by adding Resolution No. 2184 to follow Resolution No. 2183 after the Consent Agenda.*
- 4. Mrs. Campbell moved and Mrs. Shields seconded to amend the agenda by adding Resolution No. 2185 to follow the Award of Bids.*

*Mr. Spies moved and Mrs. Shields seconded to amend the agenda by adding Resolution No. 2186 to be placed at the end of the agenda, immediately following Ordinance No. 2214. The amendment unanimously failed.*

*Mr. Spies moved Mrs. Campbell seconded to amend the agenda by removing Resolution No. 2180 and Resolution No. 2181 from the Consent Agenda to be placed after the Award of Bids, before Resolution No. 2185. The amendment unanimously passed.*

*The legislative agenda, as amended, was unanimously approved.*

**CONSENT AGENDA** – presented by City Clerk Kim Nichols

*The Consent Agenda, consisting of the following items, was unanimously approved on a motion by Mrs. Mitchell and a second by Mrs. Shields:*

- Resolution No. 2177 – approving the re-appointment of Marshall Zugehar to the Central City District Commission*
- Resolution No. 2178 – approving the appointment of Darren Lumpkin to the City Park Committee*
- Resolution No. 2179 – approving the appointment of Brad Bellacicco to GASB45 Trust*
- Manufacturing exemption request – DiCarlo Precision Instrument*

**RESOLUTIONS** – added per amendment at adoption of agenda

- Resolution No. 2182 – to approve a Maryland Department of Housing and Community Development, Community Legacy Grant application for funds to provide for owner-occupied housing rehabilitation grants to be administered by Salisbury Neighborhood Housing Service, Inc. - presented by Deborah Stam*

*On a motion by Mrs. Shields and seconded by Mrs. Campbell, Resolution No. 2182 was unanimously passed.*

- Resolution No. 2183 – accepting grant funding from the Governor’s Office of Crime Control and Prevention (GOCCP) under the “Stop Gun Violence Reduction Grant – Cease Fire Council” program which is specifically intended to reduce gun related crimes and target wanted offenders in the City of Salisbury – presented by Mayor James Ireton, Jr.

*Mrs. Campbell moved and Mr. Spies seconded to approve Resolution No. 2183. Mr. Spies moved and Mrs. Campbell seconded to amend the resolution by inserting a hyphen after the word “gun” in lines 7, 15, 16, and 28, and eliminating the gap in the number \$34,560.00 in line 26. The amendment was unanimously approved, and Resolution No. 2183, as amended, unanimously passed.*

- Resolution No. 2184 – agreeing to the extension of the acting status for Acting Salisbury Police Captain Robert H. Kemp and Acting Salisbury Police Lieutenant Jason M. King, both assigned to the Criminal Investigation Division – presented by Mayor James Ireton, Jr.

*On a motion by Mrs. Shields and seconded by Mrs. Campbell, Resolution No. 2184 was unanimously passed.*

**AWARD OF BIDS** – presented by Acting Director of Internal Services Gerri Moore

*The following items were unanimously approved on a motion by Mr. Spies and a second by Mrs. Shields:*

- *Award Recommendation – Contract 12-12 – Cable Franchise Negotiations (contingent upon the adoption of Ordinance No. 2210, which will fund this bid) - \$69,500.00*
- *Award Recommendation – Renewal Contract A-03-12 - \$780,475.60*

**RESOLUTIONS** – removed for discussion from consent agenda at adoption of agenda

- Resolution No. 2180 – extending the acting status of Acting Fire Chief Rick Hoppes until a permanent Fire Chief is appointed – presented by Councilman Timothy K. Spies

*Mrs. Shields moved and Mrs. Campbell seconded to approve Resolution No. 2180. Mr. Spies inquired on the status of applicants for the position of Fire Chief. Mayor Ireton indicated he would email a response to Mr. Spies the next day (July 24, 2012). Mrs. Campbell clarified for the public that resolutions such as this one, which extend the acting status of staff, are matters of City policy for administrative purposes.*

*Resolution No. 2180 was unanimously passed.*

- Resolution No. 2181 – extending the acting status of Acting Deputy Fire Chief John Tull until a permanent Deputy Fire Chief is appointed

*On a motion by Mrs. Shields and seconded by Mrs. Campbell, Resolution No. 2181 was unanimously passed.*

- *Resolution No. 2185 – (added per amendment at adoption of agenda) approving the development of affordable housing at Fitzwater Street, to be financed directly by the Department of Housing and Community Development (the “Department”) of the State of Maryland or through the Department’s Community Development Administration (the “Administration”)*

*The following comments were received from one member of the public:*

- *surprised the project was added to the agenda*
- *public needs more information before Council considers the project*
- *topic should be placed in briefing book so public is given advance notice.*
- *unfair to those concerned about the City*

*Mr. Andrew Hanson, Vice President of Osprey Property Company indicated that The Guide, the document that guides the application for the affordable housing funds, states that public contributions should be made from the local resources and assets. He read from “The Guide” the following:*

*“The project is located within a municipality. The resolution as well as local contribution must be made by the municipality if the municipality has unlimited resources. If unable to make a local contribution to the project, the County in which the municipality is located may make a contribution to the project on behalf of the municipality. In such cases, a letter or agreement between the County and municipality must be submitted regarding the contribution, along with evidence of the contribution.”*

*Mrs. Shields moved and Mrs. Mitchell seconded to approve Resolution No. 2185. After Council discussed affordable housing in Salisbury and the proposed project, Mr. Spies moved and Mrs. Campbell seconded to return the River’s Edge project to work session for further discussion. The motion passed on a 4-1 vote, with Ms. Cohen, Mrs. Campbell, Mrs. Shields and Mr. Spies voting “aye” and Mrs. Mitchell voting “nay.”*

*(Council recessed at 7:50 p.m. and re-convened at 8:00 p.m.)*

**ORDINANCES** – presented by City Attorney Mark Tilghman

- *Ordinance No. 2208 – 2<sup>nd</sup> reading – pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4.04 of Article 66B of the Annotated Code of Maryland, and Article VI, Board of Zoning Appeals for the purpose of amending Section*

17.12.090, adding Section 17.12.111, and amending Section 17.12.120, Board of Zoning Appeals procedure

Mr. Spies moved and Mrs. Shields seconded to approve Ordinance No. 2208.

Mrs. Mitchell moved and Ms. Spies seconded to amend Ordinance No. 2208 by adding at the beginning of line 124, "Rebuttal evidence is not required to be submitted in advance", and to replace the word "section" with the word "article" in lines 116, 125, 126, and 127. The amendment unanimously passed.

Mr. Spies moved and Mrs. Campbell seconded to amend Ordinance No. 2208 by adding on lines 48 and 49, "The alternate member shall complete the unexpired term of any member who, for whatever reason, vacates his seat on the board" and removing "A vacancy shall be filled for the unexpired term of any member whose term becomes vacant." The amendment unanimously passed.

Ordinance No. 2208, as amended for second reading, was unanimously passed.

- Ordinance No. 2209 – 2<sup>nd</sup> reading – to authorize the operation of a day care center at 217 Beaglin Park Drive in a Light Business and Institutional District as required by Section 17.28.040B of the Salisbury Municipal Code

Mrs. Shields moved and Mrs. Campbell seconded to approve Ordinance No. 2209. Mrs. Mitchell moved and Mr. Spies seconded to remove "OF THE MAYOR AND THE COUNCIL" from lines 16 and 17. The amendment unanimously passed.

Ordinance No. 2209 for 2<sup>nd</sup> reading, as amended, was unanimously passed.

- Ordinance No. 2210 – 2<sup>nd</sup> reading – FY2013 budget amendment to appropriate funds for the renegotiation of the City's cable franchise agreement

Mrs. Mitchell moved and Mrs. Shields seconded to approve Ordinance No. 2210. Mrs. Mitchell motioned and Mr. Spies seconded to amend Ordinance No. 2210 by inserting on line 16, after the word agreement, "assess community needs, provide technical evaluation, assess past performance and franchise compliance review, perform a franchise audit, and draft renewal agreement." The amendment was unanimously passed.

Ordinance No. 2210, as amended for second reading, was unanimously passed.

- Ordinance No. 2211 – 2<sup>nd</sup> reading – to repeal and reenact Chapter 2.04 – Ethics to comply with Maryland Code requirements for Ethics Legislation relating to the Ethics Commission, Conflicts of Interest, Financial Disclosure, Lobbying, Exemptions and Modifications, and Enforcement

*Mrs. Shields moved and Mr. Spies seconded to approve Ordinance No. 2211. Mrs. Mitchell moved, Mrs. Campbell seconded, and the vote was unanimous to amend Ordinance No. 2211 by removing “of the Mayor and City Council” from line 2.*

*Ordinance No. 2211, as amended for 2<sup>nd</sup> reading, was unanimously passed.*

- *Ordinance No. 2212 – 2<sup>nd</sup> reading – FY2013 budget amendment to provide the funds for the continued acquisition of Comcate licensing*

*Mrs. Mitchell moved and Mr. Spies seconded to approve Ordinance No. 2212. Mrs. Campbell moved, Mr. Spies seconded, and the vote was unanimous to amend Ordinance No. 2212 by adding Ms. Cohen’s middle initial E. to line 37.*

*Ordinance No. 2212, as amended for 2<sup>nd</sup> reading, was unanimously passed.*

- *Ordinance No. 2213 – 1<sup>st</sup> reading – adjusting the capacity unit fee in accordance with Chapter 13.02 of the city code*

*Mrs. Mitchell moved and Mrs. Shields seconded to approve Ordinance No. 2213.*

*Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous to amend Ordinance No. 2213 by removing from lines 24 and 25 “as further detailed in” and replacing with “calculated pursuant to”; replacing the word “to” with the word “from” on line 25; and inserting “dated April 18, 2012 and its attachments” after the word “memorandum” on line 25.*

*The following comments were received from two members of the public:*

- *this important change will help convince developers and local business people to invest in Salisbury*
- *if this capacity fee was applicable, they might not have built a new house in Salisbury*
- *reducing this fee will greatly benefit residents, businesses, and commercial developers in Salisbury*

*Ordinance No. 2213, as amended for first reading, was unanimously passed.*

- *Ordinance No. 2214 – 1<sup>st</sup> reading – approving an amendment of the city code to revise the scheduled dates for submission of a draft comprehensive connection charge structure to Council and adoption of same*

*Mr. Spies moved and Mrs. Mitchell seconded to approve Ordinance No. 2214 for first*

reading.

*Mrs. Mitchell moved, Mrs. Shields seconded, and the vote was unanimous to amend Ordinance No. 2214 by striking "by resolution" from lines 30 and 38. Ordinance No. 2214, as amended for first reading, was unanimously passed.*

**PUBLIC COMMENTS**

*There were no public comments received this evening.*

**MOTION TO CONVENE IN CLOSED SESSION**

*At 9:22 p.m., on a motion by Mr. Spies and seconded by Mrs. Mitchell, the Council voted unanimously to convene in closed session to consult with legal counsel, staff, and consultants about pending or potential litigation (regarding negotiating a possible settlement with a party to the Wastewater Treatment Plant litigation) as permitted under the Annotated Code of Maryland Sections 10-508(a)(7)(8). After a six minute recess, the closed session convened at 9:28 p.m.*

**ADJOURNMENT**

*Following the conclusion of the closed session, the legislative meeting adjourned at 9:52 p.m.*

CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
JULY 16, 2012

**TIME & PLACE:** 4:50 p.m., Government Office Building – Conference Room 306  
**PURPOSE:** Consult with legal counsel and staff to discuss pending or potential litigation concerning the litigation/negotiations related to the Wastewater Treatment Plant and a defamation suit, MDE Consent Order, correspondence from HUD, legal bills and workflow/workload  
**VOTE TO CLOSE:** Unanimous  
**CITATION:** Annotated Code of Maryland Sections 10-508(a)(7)(8)  
**PRESENT:** Council President Terry E. Cohen, Council Vice President Deborah S. Campbell, Councilwoman Laura Mitchell, Councilman Timothy K. Spies, Mayor James Ireton, Jr., City Clerk Kimberly R. Nichols, City Administrator John Pick, Assistant City Administrator Dr. Loré Chambers, Public Works Director Teresa Gardner, Acting Internal Services Director Gerri Moore, City Attorney Mark Tilghman  
**ABSENT:** Councilwoman Eugenie P. Shields

*During the Council's July 16, 2012 work session, Mr. Spies moved to convene in closed session for the purpose of discussing pending or potential litigation concerning litigation/negotiations*

*related to the Wastewater Treatment Plant, MDE Consent Order, correspondence from HUD, legal bills and workflow/workload. Mrs. Campbell seconded and the vote was unanimous to close the meeting.*

*Council received updates on the following:*

- Two lawsuits; one involving the Wastewater Treatment Plant lawsuit and the other involving a defamation suit*
- a recent meeting involving the MDE Consent Order*
- Correspondence from HUD*
- specific charges on Mr. Wilber's legal bill*
- preferred procedures to be practiced with Mr. Tilghman in the development of legislation*
- possible liability and recent legislation*

*By unanimous consensus, Council agreed to pay Mr. Wilber's invoice, with the exception of one charge. The other items were for Council update, and no other action was taken.*

*At 6:31 p.m., Mr. Spies moved, Mrs. Campbell seconded, and the vote was unanimous to adjourn the closed session and return to open session.*

*Kimberly R. Nichols*  
\_\_\_\_\_  
City Clerk

*Levy E. Cohen*  
\_\_\_\_\_  
Council President

## COUNCIL AGENDA

July 23, 2012

- |    |   |              |         |
|----|---|--------------|---------|
| 1. | Recommendation of Award Contract RFP 12-12<br>Cable Franchise Negotiations<br>(Acct. No. 12000-513400 Mayor Consulting)                             | \$ 69,500.00 | page 2  |
| 2. | Recommendation of Award-Renewal Contract A-03-12<br>Miscellaneous Chemicals<br>(Acct. Nos. 82075-546004 WTP Chemicals, 86083-546006 WWTP Chemicals) | \$780,475.60 | page 23 |

## COUNCIL AGENDA

July 23, 2012

To: Mayor and City Council

Subject: Award of Bid Contract RFP 12-12

The City of Salisbury Internal Services Department-Procurement Division received a request from the Mayor's Office to solicit bids for the renegotiation of the City's Cable Franchise Agreement.

Under contract RFP 12-12, the Procurement Division requested bids for the aforementioned project. The Procurement Division followed standard bid practices by advertising in the Daily Times, on the City of Salisbury's website, utilizing the City's vendor list, and advertising on the State of Maryland's website; eMaryland Marketplace. A total of ten (10) vendors were sent the bid package with four (4) vendors submitting a bid by the due date and time of April 25, 2012 at 2:30 P.M, as noted below.

|                           |              |
|---------------------------|--------------|
| Hubacher & Ames, LLC      | \$129,125.00 |
| Best, Best & Krieger, LLP | \$121,550.00 |
| Moss & Barnett            | \$ 73,000.00 |
| CBG Communications, Inc.  | \$ 69,500.00 |

The Mayor's Office has reviewed the bids in accordance with the contract documents. The Department of Internal Services-Procurement Division requests Council's approval to award to CBG Communications, Inc. in the amount of \$69,500.00 which was the lowest most responsive and responsible vendor. Additional details are noted in the department memo.

Funds are available in the Mayor's Office budget.

Thank you,

*For Gerri L. Moore*  
*Tom Terapan Sr. Buyer*

Gerri L. Moore  
Director Internal Services

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**INTER**

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**OFFICE**

# MEMO

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**OFFICE OF THE MAYOR**

**To:** Catrice Parsons – Assistant Director of Internal Services-Procurement Division  
**From:** Loré L. Chambers, Ph.D. , Acting City Administrator *LLC*  
**Subject:** Award of Bid Recommendation for RFP 12-12 Cable Franchise Agreement  
Renewal  
**Date:** July 13, 2012

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On April 3, 2012, the City of Salisbury advertised for bids for a consultant to provide assistance to negotiate the Cable Franchise Agreement renewal. In addition the consultant will assess community needs, provide a technical evaluation, assess past performance and franchise compliance review, perform a franchise audit, and draft the renewal agreement. The bids were due April 25, 2012. A total of four vendors provided bid proposals as follows:

- Hubacher & Ames PLLC, Fairfax, Va. \$129,125.00
- Moss & Barnett, Minneapolis, MN \$ 73,000.00
- CBG Communications, Inc., Paoli, PA \$ 69,500.00
- Best, Best & Krieger, LLP, Washington, DC \$121,550.00

The Mayor's Office requests Council's approval to award RFP 12-12 Cable Franchise Agreement Renewal to CBG Communications Inc. Please let me know if you have questions. If not, please forward to the City Council for inclusion on the July 23, 2012 award of bids.

# City of Salisbury



MARYLAND

JAMES IRETON, JR.  
MAYOR

JOHN R. PICK  
CITY ADMINISTRATOR

LORÉ L. CHAMBERS  
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3190  
Fax: 410-548-3192

GERRI L. MOORE  
ACTING DIRECTOR OF INTERNAL  
SERVICES  
PROCUREMENT DIVISION

## ADDENDUM 1

### CONTRACT NO. 12-12

Cable TV Franchise Renewal Agreement

DATE ISSUED: April 19, 2012

RESPONSE DUE: April 25, 2012

2:30 P.M. (local time)

This addendum is intended to correct, change, add, delete, or supplement the drawings, special conditions, and/or specifications, and is hereby made part of the bidding documents on which the General Contract will be based. Acknowledge receipt of this addendum by signing below and returning no later than April 25, 2012

1. Professional Liability Insurance is required as stated in the Bid document.
2. If a personal vehicle is used for professional use it has to be insured with the insurance carrier having such knowledge. As long as the personal insurance coverage is adequate to the commercial requirement and the Vendor's insurance carrier has knowledge of the use of the vehicle the City can accept personal liability versus commercial liability.
3. The Franchise Fee Audit is what the City is requesting. The Financial Audit reference was duplicative, or used for the franchise fee audit.
4. If the Vendor has exceptions to what the RFP is requesting, the Vendor MUST note those modifications as exceptions with explanation as to why the exceptions are being asked for by the Vendor.
5. The process described in the Bid Document is an informal process and this is the City's intent, unless the City has to go through the formal process to gain equal or better terms. Please outline all tasks and costs that would be associated with a formal process that are currently not included in the Bid Document.

**Please sign below and return a copy of the signed page with your response.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed for Identification

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

Approved by:

    Catrice Parsons    

Catrice parsons

Assistant Director of Internal Services, Procurement Division

**CITY OF SALISBURY**  
**PURCHASING DEPARTMENT**  
**SALISBURY, MARYLAND**

**BID DOCUMENTS**  
Advertisement  
Instructions to Consultants  
Special Conditions / Specifications  
Form of Bid

**FOR**

**CONTRACT NO. 12-12**

**Cable TV Franchise Renewal Agreement**

|   |
|---|
| <b>THIS SPACE FOR PURCHASING DEPARTMENT</b> |
|   |
| <b>Date of Award:</b>                       |
| <b>Awarded To:</b>                          |
| <b>Chargeable to Account(s)</b>             |
|   |
|   |
| <b>Bid Date: April 25, 2012</b>             |
| <b>Bid Time: 2:30 P.M.</b>                  |
| <b>Pre Bid Meeting Scheduled: N/A</b>       |
|   |
|   |
| <b>Ad Run: April 03, 2012</b>               |
|   |

**ADVERTISEMENT**

**CITY OF SALISBURY  
CONTRACT NO. 12-12  
Cable TV Franchise Renewal Agreement**

Contract 12-12 is for consulting services for the renegotiation of the City's cable TV franchise agreement in accordance with bid specifications.

The consulting service as specified in the bid document establishes the requirements. Any deviations from the scope of work must be listed as exceptions on page 13 of the Bid Documents. Bid Documents for Contract 12-12 may be obtained from the City's Procurement Department, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, or by calling 410-548-3190 during normal business hours, or via the City's website; [www.ci.salisbury.md.us](http://www.ci.salisbury.md.us), Departments; Internal Services-Procurement & Parking. Consultants are responsible for checking the aforementioned website for addenda prior to submitting their bid. The City is not responsible for the content of any bid package received through any third party bid service. It is the sole responsibility of the Consultant to ensure the completeness and accuracy of the documents received.

All questions regarding this bid should be in writing. Questions are to be addressed to Catrice Parsons and sent via fax to 410-548-3192 or via email to [cparsons@ci.salisbury.md.us](mailto:cparsons@ci.salisbury.md.us). The last day for questions is April 13, 2012 at noon, EST.

Sealed Bids are due in the Office of the Assistant Director of Internal Services – Procurement Division, Room 104, and address as aforementioned, on Wednesday, April 25 at 2:30 P.M., local time, at which time and place they will be publicly opened and read aloud. No late bids will be accepted, but will be returned unopened.

All minority business enterprise Consultants are encouraged to compete for award of this work.

Catrice Parsons  
Assistant Director of Internal Services-Procurement Division

## General Terms & Conditions

1. FILLING OUT BID DOCUMENTS
  - 1.1. Use only forms supplied by the City.
  - 1.2. Submit one original and two (2) copies of Bid Documents. Each copy of the Bid Documents and any additional documents submitted as part of the Bid will need to be in a single bound volume.
  - 1.3. All blanks on the Bid Document will need to be filled in electronically or manually in ink.
  - 1.4. Where so indicated by the make up of the Bid Document, 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.
  - 1.5. Any interlineations, alterations, or erasures will be initialed by the signer of the Bid Document.
  - 1.6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Consultant 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 Consultant.
  - 1.7. Consultant will supply all information and submittals required by the Bid Document to constitute a proper and responsible completed Bid Document package.
  - 1.8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Consultant with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.
2. SUBMISSION OF BID DOCUMENTS
  - 2.1. 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 Assistant Director of Internal Services–Procurement Division and will be identified with the project name and the Consultant'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 ENCLOSED" on the face thereof.
  - 2.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
  - 2.3. Consultant will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of Bid. The City will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.
  - 2.4. Consultants, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Consultant's own risk.
  - 2.5. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
  - 2.6. ALL MINORITY BUSINESS ENTERPRISE CONSULTANTS ARE ENCOURAGED TO BID.

## **General Terms & Conditions**

- 2.7. All Consultants submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid opening.
3. Responsibilities of the Consultant
  - 3.1. The Consultant will be responsible for the professional quality and technical accuracy of its advice and other services furnished under this Agreement. The Consultant will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.
  - 3.2. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Agreement will be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant will be liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
  - 3.3. The rights of the City provided for under this Agreement are in addition to any rights and remedies provided by law.
4. OPENING OF BIDS
  - 4.1. Bids received on time will be opened publicly and read aloud.
  - 4.2. The Contract will be awarded or all Bids will be rejected within sixty (60) days from the date of the Bid opening.
5. ACCEPTANCE OR REJECTION OF BIDS
  - 5.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Consultant complying with the provisions of the Bid Documents, provided the bid price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the Bid Document of any Consultant who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid from a Consultant 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 City for any debt or contract.
  - 5.2. In determining a Consultant's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:
    - 5.2.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    - 5.2.2. Character, integrity, reputation, experience and efficiency.
    - 5.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
    - 5.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Consultant's employment practices.
    - 5.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
    - 5.2.6. Statement of current work load and capacity.
    - 5.2.7. Explanation of methods to be used in fulfilling the Contract.

## **General Terms & Conditions**

- 5.2.8. The Consultant, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide the Equipment as requested herein; such evidence to be supplied within a specified time and to the satisfaction of the City.
- 5.3. In determining a Consultant's RESPONSIVENESS, the City will consider whether the Bid conforms in all material respects to the Bid Documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.
- 5.4. The City will have the right to reject any and all Bids, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bids received, to reject a Bid 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 City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.
6. **CONTRACT AWARD**
- 6.1. A written award by the City to the Successful Consultant in the form of a Purchase Order will result in a binding Contract without further action by either party. Contract will be executed by the Successful Consultant within fifteen (15) working days of receipt of the Contract.
- 6.2. Bids and Contracts issued by the City will bind the Consultant 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.
- 6.3. City 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 Consultant.
7. **MODIFICATION OR WITHDRAWAL OF BID**
- 7.1. A Bid may not be modified, withdrawn, or cancelled by the Consultant during the stipulated time period following the time and date designated for the receipt of Bid, and each Consultant so agrees in submitting a Bid Document.
8. **COLLUSION/FINANCIAL BENEFIT**
- 8.1. The Consultant certifies that its Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid 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.
- 8.2. Upon signing the Bid Document, Consultant certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Contract.
9. **TAX EXEMPTION**
- 9.1. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Consultants doing business with the City. Consultants are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

## General Terms & Conditions

### 10. INDEMNITY

10.1. The Consultant agrees to indemnify, defend, and hold harmless the City its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by any subcontractor of the Consultant or by anyone directly or indirectly employed by either the Consultant or subcontractor.

### 11. STATUS OF CONSULTANT

11.1. The Consultant will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons providing Equipment under the Contract or other arrangement with the Consultant.

11.2. It is understood that the relationship of Consultant to the City will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Consultant the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Consultant.

### 12. APPLICABLE LAWS

12.1. Consultant will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

### 13. ADDENDUM

13.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.

13.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Department of Internal Services-Procurement Division to all holders of Bid Documents in the form of written addenda. Consultants are cautioned that any oral statements made by any City employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.

13.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Consultant to receive any such addenda will not relieve said Consultant from any obligation under the Bid Document as submitted.

13.4. Consultants are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Catrice Parsons, Assistant Director of Internal Services-Procurement Division, at 410-548-3190 during normal business hours.

## **General Terms & Conditions**

- 13.5. The Assistant Director of Internal Services–Procurement Division, reserves the right to postpone the Bid opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
14. Equal Employment Opportunity and Non-Discrimination
  - 14.1. Consultant is subject to and must comply with the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
  - 14.2. The Consultant will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Consultant further agrees that this non-discriminatory agreement will be incorporated by the Consultant in all agreements entered into with its suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
15. QUESTIONS AND INQUIRES
  - 15.1. Questions are due no later than April 13, 2012 at noon EST. No further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered or emailed to Catrice Parsons, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, faxed to 410-548-3192 or e-mailed to: cparsons@ci.salisbury.md.us.
16. Payment to Consultant
  - 16.1. Payments will be made to the Consultant thirty (30) days from the date on the invoice; as substantiated by supporting documentation outlining the Consultant's personnel rendering said services, including time to complete said services.
17. Insurance Requirements
  - 17.1. Unless otherwise required by Special Conditions for this Agreement the Consultant will be required to purchase and maintain during the life of the Agreement the following types and amounts of insurance (minimum).
    - 17.1.1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
    - 17.1.2. Professional Liability: \$1,000,000 (One million dollars) per claim.
    - 17.1.3. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage; including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
    - 17.1.4. As mandated by the Code of the State of Maryland and Employer's Liability the Consultant will be required to provide Worker's Compensation Insurance.
      - 17.1.4.1. The Consultant will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Consultant will provide certificates of insurance before commencing work in conjunction with this Agreement..
        - 17.1.4.1.1. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Agreement, will

### **General Terms & Conditions**

cause the Consultant to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Agreement. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Consultant agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Services performed under this Agreement including, but not limited to, claims under the Worker’s Compensation Act.

17.1.4.2. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE CITY MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.

17.1.4.3. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONSULTANT OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONSULTANT IN THIS AGREEMENT, OR FOR WHICH THE CONSULTANT MAY BE LIABLE BY LAW OR OTHERWISE

#### **18. REFERENCES**

18.1. Consultant is to provide three (3) references for services completed within the past twenty-four (24) months similar to work as described in this Contract.

#### **19. EVALUATION CRITERIA**

19.1. The Consultant’s proposal will be evaluated on the below criteria;

19.1.1. Proposal price

19.1.2. Experience of Consultant and Consultant’s personnel in regards to working with municipalities, based on the Scope of Work, and as substantiated by Consultants references. Reference checks will include questions regarding the Consultants thoroughness, negotiation ability, setting objectives, meeting and/or exceeding objectives, ability to keep deadlines, ability to stay within or under project cost.

19.1.3. Thoroughness of the Scope of Work, including listing every task out, the time allotted for each task, and the cost of each task.

## Scope of Work

### 1. PROJECT SUMMARY

- 1.1. The City of Salisbury has an existing, non-exclusive, cable television franchise agreement, which expires in January 2013, with Comcast Corporation. The City is seeking proposals from consultants, experienced in the field of cable communications and franchise renewals. In general, the consultant will be expected to:
  - 1.1.1. Provide technical review of existing cable systems to determine compliance with the franchise agreements, applicable codes and best practices, assess system repair and capacity.
  - 1.1.2. Provide guidance and assistance in surveying the community regarding the services provided by Comcast, compliance with the franchise agreement, and identification of current and future community needs.
  - 1.1.3. Provide an audit of franchise fee payments made to the City over the past five (5) years.
  - 1.1.4. Provide expertise and assistance to the City in preparation for and throughout franchise renewal negotiations including financial analysis, legal review, and drafting of the franchise agreements and/or ordinances.

### 2. PROJECT BACKGROUND

- 2.1. The City is located on Maryland's Eastern Shore and is the largest City on the Eastern Shore of Maryland. Salisbury, located in Wicomico County has a population of 30,343; according to the 2010 Census.
- 2.2. Comcast Corporation is the cable franchise holder, having the assignment of the current franchise since 1997.

### 3. PROPOSAL FORMAT

- 3.1. Prospective consultants shall clearly address all of the information requested herein. Since the written proposal will weigh heavily in the evaluation process, information submitted should be complete and make a convincing case that the consultant can perform high quality work within schedule and budget constraints as demonstrated by previous work history. Prospective consultants are asked to:
  - 3.1.1. Describe in depth the proposed strategy to be used in meeting the requirements of this RFP, including preparation of a work plan that outlines the work to be performed, how it will be carried out, who will be responsible for managing the work flow, and a schedule that presents a proposed timeline for completing the work.
  - 3.1.2. Describe all resources the City will be asked to provide in order to complete this project. City departments and staff will make every effort to provide access to available information.
  - 3.1.3. Provide the professional resumes of all individuals who will be assigned to this project. The proposal should indicate the person who will serve as Consultant's project manager.
  - 3.1.4. Describe where the proposed work will be performed, including address, and phone number.
  - 3.1.5. Provide a description of prior work experiences that were similar to the project described in this RFP.

### **Scope of Work**

- 3.1.6. Provide a specific outline of the line item costs that will be incurred during the performance of each phase, including line item totals of consultant fees, subcontractor fees, and all other project costs and charges.

#### **4. PROJECT DETAILS**

- 4.1. The City and its citizens are participants in the evolution of cable and telecommunications technologies and wish to ensure that their cable systems are ready for the future. The City would like to ensure during the franchise negotiation process that all future needs of the City are considered and that its cable franchise ordinance is structured in a way that assures that a high-quality, innovative, and versatile cable system is constructed and kept current during the next franchise period.
- 4.2. The key requirements for Consulting assistance include the following:
  - 4.2.1. Evaluate Comcast Corporation's past performance, franchise compliance, and matters that may be in default.
  - 4.2.2. Conduct a technical review to make sure that the cable system will be comparable with current and future technological systems, service developments and systems of cities of comparable size.
  - 4.2.3. Review and make recommendations about requirements needed to upgrade the cable system and services to state-of-the-art fiber.
  - 4.2.4. Provide assistance with the franchise renewal negotiations with Comcast, as well as preparation of amendments to the cable franchise ordinance and negotiate a new agreement.
  - 4.2.5. Provide an audit of franchise fee payments for a five year period.
  - 4.2.6. Identify current and future community needs, cable and fiber (I-Net), incorporating public participation as required by the Federal Communications Act of 1984. Generally manage and guide the renewal process by working together with City personnel to complete Phase I and Phase II; as detailed below, meeting the City's needs, and assuring that the City as well as its citizens receive the best possible cable services as a result of the process and the new franchise agreement.
  - 4.2.7. Make recommendations associated with future broadband system needs of the City including the needs of other public agencies, public educational institutions, and hospitals operating in the Salisbury area. Include the possible use of broadband access as an economic driver for the City.
- 4.3. This project anticipates two phases:
  - 4.3.1. Phase I-Assist the City in gathering and analyzing information to give the City a preliminary sense of whether Comcast has met all of its franchise obligations, and if so, how well; initiate needs assessment for a more comprehensive study; provide Franchise Renewal Report and recommendations, including the requirements for Phase II. Specific tasks that are anticipated:
    - 4.3.1.1. Provide education to the City in applicable cable law and in the specifics of the franchise renewal process.
    - 4.3.1.2. Collect, review, and analyze current franchise documents and other information from the City and Comcast.
    - 4.3.1.3. Assist in the design and conduct of surveys and/or interviews to assess current subscriber services and satisfaction levels in order to identify community needs and develop a plan to ensure that the citizens of the City receive quality service at reasonable rates.

### **Scope of Work**

- 4.3.1.4. Identify and make recommendations regarding Comcast's responsiveness to consumer-related information, including installation, service repair, rates, and subscriber-requested programming.
  - 4.3.1.5. Identify the potential future uses of a cable communications system to include current trends and technological changes that have and will occur in the future in video, voice, and data, and assure that the City will be in a position to take advantage of them.
  - 4.3.1.6. Conduct a technical and operational review to ensure that the cable systems are consistent and compatible with the latest developments in cable technology.
  - 4.3.1.7. Identify and provide for requirements necessary to ensure the systems undergo periodic technical reviews and upgrades.
  - 4.3.1.8. Undertake a franchise fee payment audit for the prior five year period.
  - 4.3.1.9. Assist in the design and conduct of a PEG access ascertainment survey to identify current PEG programming, services, and facilities in the City and provide for current and future PEG access needs and requirements.
  - 4.3.1.10. Conduct legal review of federal and other applicable legal obligations.
  - 4.3.1.11. Complete any additional information gathering and analysis of individual City needs and requirements.
  - 4.3.1.12. Draft Franchise Renewal Report for the City, containing the City's priorities, preferences, and requirements that will provide the basis and record to support the City's;
    - 4.3.1.12.1. Request for Proposal – Cable TV Franchise Renewal Agreement to Comcast Corporation.
  - 4.3.1.13. Prepare the City for Phase II, as outlined below, with guidelines for review of Comcast's Proposal response and franchise negotiations and instructions for meeting legal requirements before the City Council can approve or deny franchise renewal.
  - 4.3.1.14. Meet with staff in the City to discuss results of Phase I and next steps for Phase II.
- 4.3.2. Phase II-Consultant will evaluate the City's Comcast proposal and prepare recommendations for the City's negotiations. Consultant will assist or take the lead in negotiations. Consultant will provide advice about public hearings as well as other proceedings before final approval or disapproval by the City Council. Consultant will provide recommended modifications to any ordinance relating to cable services and draft new franchise agreement with recommendations to the City's governing body for adoption. Specific tasks that are anticipated:
- 4.3.2.1. Evaluate Comcast's Proposal and make recommendations for the City's response to same.
  - 4.3.2.2. Participate, as needed, in discussions and planning with the City and negotiations with Comcast.
  - 4.3.2.3. Advise City as to public participation and hearing requirements.
  - 4.3.2.4. Complete final franchise agreement and regulatory cable ordinance.
  - 4.3.2.5. Advise City on final approval or disapproval of franchise renewal, including applicable federal cable act and FCC requirements.

## Scope of Work

### 5. ESTIMATED TIME FRAMES

5.1. The following timetable outlines the anticipated schedule for the Request for Proposals and project work. The timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the City.

#### 5.1.1. EVENT ANTICIPATED DATES/TIMEFRAME

|           |   |                   |
|-----------|---|-------------------|
| 5.1.1.1.  | Request for proposal issued.....                | April 02, 2012    |
| 5.1.1.2.  | Deadline for submittal of questions.....        | April 13, 2012    |
| 5.1.1.3.  | Proposals due.....                              | April 25, 2012    |
| 5.1.1.4.  | Invitation to short-list Consultants.....       | May 11, 2012      |
| 5.1.1.5.  | Presentations by short-list Consultants.....    | May 21, 2012      |
| 5.1.1.6.  | Consultant contract signed.....                 | May 31, 2012      |
| 5.1.1.7.  | Begin Phase I.....                              | June 01, 2012     |
| 5.1.1.8.  | Complete Phase I.....                           | June 29, 2012     |
| 5.1.1.9.  | Begin Phase II.....                             | July 02, 2012     |
| 5.1.1.10. | Negotiations.....                               | July 09, 2012     |
| 5.1.1.11. | Agreement approved by staff and Comcast.....    | November 30, 2012 |
| 5.1.1.12. | Council approval of agreement with Comcast..... | December 10, 2012 |

## References

List three (3) references for Services successfully implemented/performed in the last 12-36 months for another government agency, including a municipality. Include contact name, address, telephone number and services performed.

|                        |  |                        |  |
|------------------------|--|------------------------|--|
| Entity Name:           |  | Entity Name:           |  |
| Type of Project:       |  | Type of Project:       |  |
| Address:               |  | Address:               |  |
| City, State, Zip Code: |  | City, State, Zip Code: |  |
| Contact Person:        |  | Contact Person:        |  |
| Telephone Number:      |  | Telephone Number:      |  |
| Date of Service:       |  | Date of Service:       |  |
|                        |  |                        |  |
| Entity Name:           |  |                        |  |
| Type of Project:       |  |                        |  |
| Address:               |  |                        |  |
| City, State, Zip Code: |  |                        |  |
| Contact Person:        |  |                        |  |
| Telephone Number:      |  |                        |  |
| Date of Service:       |  |                        |  |

**FORM OF BID**  
**CONTRACT NO. 12-12**  
**Cable TV Franchise Renewal Agreement**

Date \_\_\_\_\_

Assistant Director of Internal Services–Procurement Division  
 City of Salisbury  
 Government Office Building, Room 104  
 Salisbury, Maryland 21801

To whom it may concern:

We hereby submit our Bid Document for cable franchise renewal negotiations as indicted in the Bid Documents.

Having carefully examined the Bid Document the undersigned proposes to furnish the items called for by the Bid Documents as stipulated in the Pricing Schedule below.

**By submission of this Bid Document, Vendor certifies that it comprehends the bidding requirements set forth and is thoroughly familiar with the provisions of the Bid Document.**

| Item #                       | Description                      | Unit | Estimated Hours | Unit Price | Total Price |
|------------------------------|----------------------------------|------|-----------------|------------|-------------|
| 1.                           | Legal Consultation & Negotiation |      |                 |            |             |
| 2.                           | Technical Review of Agreement    |      |                 |            |             |
| 3.                           | Community Needs Assessment       |      |                 |            |             |
| 4.                           | Franchise Fee Audit              |      |                 |            |             |
| 5.                           | Financial Audit                  |      |                 |            |             |
| <b>Grand Total Items 1-5</b> |                                  |      |                 |            |             |

Total Items 1 through 5: \_\_\_\_\_ (Figures)

Total Items 1 through 5: \_\_\_\_\_ (Written)

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

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

**FORM OF BID**  
**CONTRACT NO. 12-12**  
**Cable TV Franchise Renewal Agreement**

**DATE:** \_\_\_\_\_

To Whom it May Concern:

We hereby submit our Bid for consulting services, as aforementioned in the Bid Documents. Price quoted is to listed out by task with a total for all tasks.

Having carefully examined the Instructions to Consultants, General Conditions, Scope of Work, and Form of Bid for the subject equipment and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish the Consulting Services called for by the aforementioned documents and as proposed in the Scope of Work.

**THE UNDERSIGNED HEREBY CERTIFIES THAT, EXCEPT AS LISTED UNDER EXCEPTIONS, OR ON A SEPARATE SHEET LABELED EXCEPTIONS AND ATTACHED HERETO, THIS BID COVERS ALL ITEMS AS SPECIFIED.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Title

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

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

**FORM OF BID**  
**CONTRACT 12-12**  
**EXCEPTIONS AND ADDENDA**

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

**EXCEPTIONS:**

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

THE CONSULTANT HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

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

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

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

**FORM OF BID**

**CONTRACT NO. 12-12**  
**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn  
depose and says that:

He/she is the \_\_\_\_\_, (Owner, Partner, Officer,  
Representative or Agent) of \_\_\_\_\_, the  
Consultant that has submitted the attached Bid;

Consultant is fully informed respecting the preparation and contents of the attached Bid and of  
all pertinent circumstances respecting such Bid Document;

Such Bid is genuine and is not a collusive or a sham Bid;

Neither the said Consultant 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 Consultant, firm, or person to submit a  
collusive or sham Bid in connection with the Equipment for which the attached Bid has been  
submitted; or to refrain from bidding in connection with such Equipment; or have in any  
manner, directly or indirectly, sought by agreement or collusion, or communication, or  
conference with any Consultant, firm, or person to fix the price or prices in the attached Bid  
Document or of any other Consultant, or to fix any overhead, profit, or cost elements on the Bid  
price or the Bid price of any other Consultant, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any disadvantage against (Recipient), or any person  
interested in the proposed Equipment;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Consultant or any  
other of its agents, representatives, owners, employees or parties in interest, including this  
affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title



## COUNCIL AGENDA

July 23, 2012

TO: Mayor and City Council

SUBJECT: Recommendation of Award Renewal Contract A-03-12 Miscellaneous Chemicals

The City of Salisbury Internal Services Department-Procurement Division, received a request from Salisbury Public Works (SPW) to renew Contract A-03-12 for Miscellaneous Chemicals for one year. Under Contract A-03-12 the contract allows for two, one year renewal terms. This is a multi-vendor contract and all vendors have agreed to the original contract pricing. Upon approval from Council this would be the first renewal year of the two one year renewal terms. The Public Works Division is pleased with the current providers, performance, and customer service.

After review of Contract A-03-12 and information submitted by Public Works, the Department of Internal Services-Procurement Division requests Council's approval to renew Contract RFP A-03-12 for one year as noted above in the amount of \$780,475.60. Break down details by vendor and department are noted in the Department Memo. There are sufficient funds in accounts 82075-546004 (WTP Chemicals) and 86083-566004 (WWTP Chemicals).

Thank you,

*for Gerri L. Moore*

*Tom Bergman Sr. Buyer*

Gerri L. Moore  
Director of Internal Services

# City of Salisbury



MARYLAND

Salisbury



2010

125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

JAMES IRETON, JR.  
MAYOR

JOHN R. PICK  
CITY ADMINISTRATOR

LORÉ L. CHAMBERS  
ASSISTANT CITY ADMINISTRATOR

TERESA GARDNER, P.E.  
DIRECTOR OF PUBLIC WORKS

Date: July 12, 2012

To: Catrice Parsons, Assistant Director of Internal Services  
Procurement Division

From: Teresa Gardner, P.E., Director of Public Works

RE: Recommendation for Renewal of Miscellaneous Chemical Contracts

Chemicals for treatment and operation at the Water Treatment Plant and the Wastewater Treatment Plant were bid in FY2012 with options for two annual renewals. All of the vendors have agreed to hold their bid prices for another year. All vendors have delivered the required chemicals in a safe and timely manner.

Vendor amounts for each chemical are listed below:

**WTP TOTAL \$386,681.00**

|                      |                          |                            |              |
|----------------------|--------------------------|----------------------------|--------------|
| Coyne Chemical       | Zinc Polyphosphate       | 48,000 lbs. x \$1.50 lb.   | \$ 72,000.00 |
|                      | Hydrofluorisilicic Acid  | \$760.68 ton x 75 tons     | \$ 57,051.00 |
|                      |                          | Sub -Total                 | \$129,051.00 |
| Intercoastal Trading | Sodium Hydroxide 25%     | \$176 dry ton x 1290       | \$227,040.00 |
|                      | Hydrated Lime            | 500 bags x \$11.50 per bag | \$ 5,750.00  |
|                      |                          | Sub-Total                  | \$232,790.00 |
| Univar               | Chlorine 150lb container | 27,000lbs x \$.92lb        | \$ 24,840.00 |

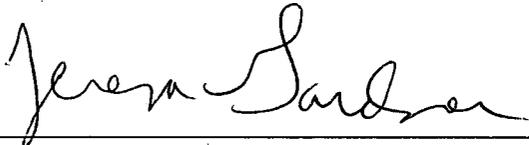
Funds are available in account 82075-546004 Chemicals.

**WWTP Total \$ 398,794.60**

|                      |                          |                     |                     |
|----------------------|--------------------------|---------------------|---------------------|
| Intercoastal Trading | Sodium Hypochlorite 12%  | 19,000 gal @ \$2.45 | \$ 46,550.00        |
|                      | Caustic Potash 45%       | 563 gal @ \$8.20    | <u>\$ 4,616.60</u>  |
|                      |                          | Sub-Total           | \$ 51,166.60        |
| Univar               | Chlorine 1-ton container | 58,400 lbs. @ \$.46 | \$ 26,864.00        |
|                      | Sulfur Dioxide           | 73,000 lbs. @ \$.46 | <u>\$ 33,580.00</u> |
|                      |                          | Sub-Total           | \$ 60,444.00        |
| Kemira               | 38%-42% Ferric Chloride  | 600 DT @ \$478.64   | \$287,184.00        |

Funds are available in account 86083-546004 Chemicals.

Public Works recommends renewal of all miscellaneous chemical vendors, outlined above, in the amounts indicated for FY13.



Approved: Teresa Gardner P.E.  
Director of Public Works