CECIL COUNTY, MARYLAND
DEPARTMENT OF PARKS AND RECREATION

REQUEST FOR PROPOSAL
RFP 15-18

REQUEST FOR PROPOSAL
For:
CALVERT REGIONAL PARK
EARTH WORK PHASE I

Cecil County, Maryland
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## ATTACHMENTS:

1) CECIL COUNTY DEVELOPMENT SERVICES DIVISION AS-BUILT STORMWATER MANAGEMENT PLANS REVIEW CHECKLIST
2) GEOTECHNICAL ENGINEERING ANALYSIS
3) GEOTECHNICAL ENGINEERING SUBSEQUENT ANALYSIS
4) CALVERT PARK SOD AND SEEDING SPECS
5) PRELIMINARY STORMWATER MANAGEMENT AND EROSION & SEDIMENT CONTROL PLAN
6) CALVERT PARK MAJOR SITE PLAN
I. PURPOSE:

Cecil County, Maryland is requesting proposals for “Calvert Regional Park Earth Work Phase I” as specified within the Scope of Work and attached plans from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

II. OBJECTIVE:

The objective of this RFP is to solicit competitive proposals from qualified contractors with whom the County can contract for the “Calvert Regional Park Earth Work Phase I” according to the plans attached and Federal, State and Local requirements. The composition of the Respondent’s team or team configuration shall be clearly defined and stated with the proposal. The past experience and qualifications of the team shall be detailed in the proposal. The contractor shall be selected according to Best Value as determined by a select County Committee.

III. INQUIRIES:

All inquiries, questions, etc. concerning the RFP shall be forwarded to Elizabeth Hart, Purchasing Assistant by e-mail (ehart@ccgov.org /cc: dpyle@ccgov.org) or call 410-996-5396 or mail requests to Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating Proposers as soon as possible. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

IV. METHOD OF SOURCE SELECTION:

Cecil County, Maryland is required to adhere to the Code of Cecil County, Chapter 92; Purchasing Code, concerning good public purchasing practices. All available information may be reviewed on the Cecil County, Maryland website (www.ccgov.org). Additional requirements are attached to the RFP requiring adherence to all Federal, State and local Regulations.

V. PROPOSAL SUBMITTAL REQUIREMENTS:

- PROPOSAL

Prospective packages shall be submitted in sealed envelopes clearly marked in the lower left-hand corner RFP 15-18; “Calvert Regional Park Earth Work Phase I” no later than 1:30 p.m. on October 14, 2014. No proposal will be accepted after 1:30 p.m. and all proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All material submitted will become the property of Cecil County, Maryland and the only information available at the proposal opening will be the names of Proposers submitting proposals. No facsimile of proposals will be accepted. It is highly suggested that all contractors visit the work site prior to submitting proposals.

A Mandatory Pre-Proposal meeting will be held on September 29, 2014 at 09:30 a.m. at the Cecil County Administrative Building, 200 Chesapeake Blvd., Elkton, MD 21921 in the Rising Sun Conference Room.
VI. EXAMINATION OF SITE AND DATA

Before submitting proposals, prospective Proposers shall carefully examine the Proposed Contract Documents, inspect the current equipment, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Proposer has so familiarized himself and, therefore, no concession will be granted by the County because of any claim of misunderstanding or lack of information. Proposers are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by Proposers should be reported promptly to the County for correction or interpretation before the date of the opening of proposal.
VII. DETERMINATION OF RESPONSIBILITY:

**CERTIFICATION OF PROPOSER’S QUALIFICATIONS**

<table>
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<tr>
<th>Question</th>
<th>Answer</th>
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<tr>
<td>Name of Contract: <strong>“Calvert Regional Park Earth Work Phase I”</strong></td>
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<tr>
<td>Contract No.: <strong>RFP #15-18</strong></td>
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<td>Name of Proposer:</td>
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<tr>
<td>State of Maryland Construction Firm License No.:</td>
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<td>Business Address:</td>
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<td>Where Incorporated:</td>
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<td>Foreign Business No.:</td>
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<td>Has the Proposer paid any sales tax on the equipment to be used on the project?</td>
<td>Yes</td>
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<tr>
<td>If so, at what rate was the sales tax paid?</td>
<td></td>
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<td>How many years has the Proposer been engaged in this business under your present firm name?</td>
<td></td>
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<td>Have you ever refused to sign a contract at your original RFP/Bid?</td>
<td>Yes</td>
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<td>Have you ever defaulted on a contract?</td>
<td>Yes</td>
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<td>Remarks:</td>
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<td>Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require?</td>
<td>Yes</td>
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<tr>
<td>Does your business maintain a regular place of business in the State of Maryland (Resident)</td>
<td>Yes</td>
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<tr>
<td>or would your business be considered Non-Resident?</td>
<td>No</td>
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<td>Has the Proposer or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government.</td>
<td>Yes</td>
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<td>(If yes, explain)</td>
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With the submission of this certification, the Proposer thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this __________ day of ____________________, 2014.

(Name of Proposer)

By: ____________________

Title: ____________________
VIII. PROPOSER CERTIFICATION

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at _______________ this __________ day of ________________, 20__.  
By: ________________________________________________
____________________________________
(Title of Person Signing)
____________________________________
(Name of Organization)

State of ________________

County of ________________  ss.

____________________being duly sworn, states he is __________________ of __________________
(Office)
____________________and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this ____________ day of ________________ 20__.

______________________________
Notary Public

______________________________
(My Commission Expires: )

(NOTARY SEAL)
IX. SCOPE OF WORK:

**GENERAL CONCEPTS**

The following general minimal requirements shall be used to formulate the Proposer’s proposal:

**It is the intent and purpose of the attached plans and specifications to secure proposals for “Calvert Regional Park Earth Work Phase I” for Cecil County, Maryland who reserves the right to determine acceptability of any contractor proposal.**

1. **Project location:** address: Calvert Regional Park, 211 Brick Meeting House Road, North East, MD 21901.

2. **Project Description:** Stabilization work shall include preparation/general earth work for one synthetic turf field, 4 linear grass fields, 1 baseball field, 1 softball field, parking lot, entrance road, walking trail, basketball courts, stormwater drains as specified within the attached engineered specifications.

3. Contractors shall have GPS equipment on all fine grading equipment utilized in grading of site within a tolerance of .75 inches, experience in park work construction (multi-purpose fields, trails, etc.) and have completed sub base preparation for a minimum of 3 synthetic turf fields and experienced in grading fields to grades as low as 1.5%. At any time the contractor shall be required to provide grade tolerance checks.

4. All work must be completed according to applicable local, state and federal laws, guidelines, regulations, specifications, etc. to include the following:

   - Cecil County Department of Public Works (CCDPW) Code and Standard Specifications, including all revisions and attachments to the Contract.


   - Guidance and Instructions are provided within the “Calvert Regional Park Earth Work Phase I” plans and specifications developed by Landmark Science & Engineering, dated _________________.

5. Any alternate plans or suggestions to the plans and specifications may be submitted for consideration. The County has the right to discuss, reject or accept and/or negotiate all proposed plans and specifications and award the project to the contractor proposing the “**Best Value**” project.

6. Awarded contractor shall have experience in the construction of stormwater management facilities designed under the current 2010 Maryland Stormwater Management Design Manual, including the installation of plantings associated with the storm-water management facilities.
7. Awarded contractor shall be responsible for stormwater management as-built; they will be responsible for the survey, inspection and professional engineering/geotechnical certification of the as-builts (including processing the as-builts through Cecil County DPW for approval). The as-built must be submitted in accordance with Development Services Division application and check-list requirements.

8. Contractor must balance the site with material on site.

9. Prior to model building, the contractor must field verify existing elevations and submit an adjustment report to Parks and Recreation.

10. The contractor must have prior approval from the design engineer to change/adjust field elevations.

11: NOTE - ADD ALTERNATE: An Add-Alt., for soil cement in place of stone for the parking lot, entrance road and trail. The Soil cement should be 12” inches in depth. Proposal shall provide the price of Portland by the ton, Freight on Board.

X. CONSTRAINTS ON THE SUCCESSFUL OFFEROR:

- **PROPOSER’S RESPONSIBILITY**

It shall be the PROPOSER’s responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal. The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the PROPOSER of his responsibility to perform such work.

- **ANNULMENT OF CONTRACT**

Should the PROPOSER fail to fully satisfy the customer, or to comply with orders of the County, or to perform anew such work that has been rejected as defective and unsuitable, or if the PROPOSER shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County’s convenience.

- **CONTRACT TERM**

Cecil County, Maryland intends that the contractor awarded a contract, will perform the work commencing upon the date specified in the Notice to Proceed or notification letter and terminate upon expiration or completion of the project unless terminated by the County with the delivery of written notification of contract termination. All contracts extending beyond the County’s fiscal year (June 30th annually) shall be subject to budget appropriation. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible date and contract termination shall be coordinated.
• **APPROXIMATE QUANTITIES**

The PROPOSER’s attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the PROPOSER but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are approximate only and have been used by the County as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Contract. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the PROPOSER, in making up and/or submitting his proposal or proposal relies upon the accuracy of said estimated quantities, does so at his own risk.

• **PERMITS**

All required permits will be provided by the County.

• **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

**XI. PROPOSER PERSONNEL REQUIREMENTS:**

• **AFFIRMATIVE ACTION POLICY**

In accordance with Cecil County’s Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the PROPOSER, for themselves, their assignees and successors in interest, agrees to comply with all federal, state, and local nondiscrimination regulations.

• **RESPONSIBILITY FOR COMPLETE PROJECT**

It is the responsibility of the PROPOSER to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it shall be included by the Proposer without extra payment.
XII. RESPONSIBILITIES OF THE ORGANIZATION:

- **INSPECTION**

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for project completion.

XIII. AGREEMENT OF TERMS AND CONDITIONS:

- **PROPOSAL**

Made this ______________ day of ______________________, 2014.

Business Address_____________________________________________________________________

The PROPOSER declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials and labor requisite and proper for providing of all necessary machinery, tools, apparatus and means for equipment delivery. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the PROPOSER has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm’s name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

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The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

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**METHOD OF PAYMENT**

All invoices shall be reviewed and approved by a PROPOSER’s representative and the County’s representative before submission. All invoices must be submitted to the Cecil County, Maryland, Department of Parks and Recreation Suite 1200, 200 Chesapeake Blvd, Elkton, MD 21921. All invoices will be Net Thirty (30) days and if time frame for completion is over thirty (30) days, payments and invoices shall be equally submitted every thirty (30) days and the final payment upon final acceptance of the final product.

**CLAIMS**

Should the PROPOSER believe that it is entitled to any additional compensation; the PROPOSER shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses or delays.

**BREACHES AND DISPUTE RESOLUTION**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Cecil County, Maryland. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Cecil County, Maryland. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Cecil County, Maryland shall be binding upon the Contractor and the Contractor shall abide be the decision.

**Performance During Dispute** - Unless otherwise directed by Cecil County, Maryland, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Cecil County, Maryland and the Contractor arising out of or relating to this agreement or its breach will be decided by **Binding Arbitration**. By submitting a proposal you agree to these conditions.
Arbitration of Dispute: In any claim, dispute or other matter in question arising out of or related to this Agreement, the Parties must submit the issue to binding arbitration in accordance with Title 3, Subtitle 2, Courts and Judicial Proceedings Article, Annotated Code of Maryland, before the Circuit Court for Cecil County prior to filing any action in any Court.

Waiver of Jury Trial: The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.

Costs and Attorney Fees: In the event of arbitration by any of the parties to enforce the terms of this Agreement, the prevailing party in the action shall be entitled to reasonable and necessary attorneys’ fees, court costs, arbitrator fees, witness fees and all expenses of suit. The reasonableness and necessity of attorneys’ fees, costs, witness fees and expenses, will be determined by the arbitrator.

Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Cecil County, Maryland, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (Cecil County, Maryland/designated locations, Elkton, MD 21921). No additional charges shall be allowed for packing, packages or partial delivery costs. By submitting their quote, all Proposers certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers shall be used, except as otherwise specified herein.
STATE OF MARYLAND SALES AND USE TAX ADMISSIONS AND AMUSEMENT TAX LAWS AND REGULATIONS ISSUED BY COMPTROLLER OF THE TREASURY SALES AND USE TAX DIVISION

11-221 Taxation by Other Law
(c) Sales tax paid in other jurisdiction –

(1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property of service enters this state, the sales and use tax does not apply to use of the property or service in this state.

(2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

11-214 Nonresident Property

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

(1) A non-resident.

(i) Acquires before the property or service enter the state; and

(ii) Uses:
1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or

2. Does not remain in the state for more than 30 days.

11-303 Depreciation Allowance

(a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:

(1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and

(2) The use first occurs in another state or federal jurisdiction.

(b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.
XIV. INSURANCE REQUIREMENTS:

- **WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

  (a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of his employees to be engaged in work on the project under the Contract.

  (b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of their employees to be engaged in work in the project under the Contract.

  (c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County, Maryland as an “Additional Insured.”)

**INSURANCE REQUIREMENTS FOR VENDORS AND SUBCONTRACTORS:**

All vendors or contractors who perform any type of work or service on Cecil County, Maryland property or in areas where the County is responsible or liable must maintain such insurance coverage(s) as determined by the County to protect the County’s interest(s). The following coverage and amount are generally required, but the County reserves the right to modify these requirements at its discretion or reject any insurance policies which do not meet these criteria.

- General Liability Insurance not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding or limiting products/completed operations, contractual liability or cross liability. The County must be named insured and a certificate of insurance must be provided.
- Workman’s Compensation Insurance at minimum Maryland Statutory Limits.
- Business Auto (includes trucks) Liability insurance not less than $1,000,000 per occurrence for all leased, owned, non-owned and hired vehicles when vehicles are utilized to perform the work or services required by the County.

The Contractor shall provide a "Certificate of Insurance" naming the Cecil County, Maryland as an "Additional Insured" and showing the levels of Worker’s Compensation and all Liability Coverage. “No purchase order will be released until a valid certificate(s) of insurance evidencing all required insurance coverage and documentation is provided to the Purchasing Office. Professional liability insurance is generally applicable and required for each contract involving professional or technical services as defined in Chapter 92 of the Code of Cecil County. This includes, but is not limited to services provided by accountants, architects, actuaries, engineers, lawyers and physicians.

All contractors performing services for Cecil County, Maryland are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation.
XV. BONDING REQUIREMENTS:

- CERTIFIED CHECK OR PROPOSAL BOND

(a) No proposal will be considered unless accompanied by a certified or official bank check (no cash or personal checks) or an acceptable bid bond of the Proposer or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, payable to the order of Cecil County, Maryland, for **One Thousand Dollars**, which will be forfeited to the County as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

(b) The certified check and/or proposal bonds or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, of all except the two (2) selected PROPOSERs shall be returned after the Contract is awarded; and, the checks of the selected PROPOSERs shall be returned after the proper execution of the Contract Documents with the selected PROPOSER.

(c) If the selected PROPOSER shall fail to execute the Contract Documents as specified, he shall forfeit the proposal bond or certified check or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County as liquidated damages and the Contract may be awarded to the second selected PROPOSER as specified in the paragraph entitled METHOD OF AWARD.

- CONTRACT PAYMENT AND CONTRACT PERFORMANCE BOND

The Contract Payment and Contract Performance Bond are each to be in an amount equal to one hundred percent of the Contract amount. If the total PRICE PROPOSAL is less than $100,000.00, the Contract Payment and Performance Bonds will not be required.

XVI. INSTRUCTIONS FOR PROPOSAL:

Proposal shall be submitted in a sealed envelope addressed to:
Cecil County Purchasing Office
200 Chesapeake Blvd.
Suite 1400
Elkton, Maryland 21921

The PROPOSER’s name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The PROPOSER shall submit minimally one (1) original, one (1) copy of the proposal and one electronic copy (disc or flash-drive with PDF file only). Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by Cecil County, Maryland.
XVII. COMPLIANCE WITH THE RFP:

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

XVIII. PROPOSAL DEADLINE:

- PROSECUTION OF WORK

After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the PROPOSER neglects or fails to work continuously on all acceptable working days, the Commissioners’ of Cecil County through the Cecil County Administrator and Department of Parks and Recreation Director may terminate the Contract and use any method that he deems necessary to complete the Contract.

- FAILURE TO COMPLETE WORK ON TIME

Should the PROPOSER fail to complete, fully and to all intents and purposes, the work as specified in the proposal and contract on or before the time specified, the said PROPOSER shall pay to the County such sum as is specified in the paragraph entitled “LIQUIDATED DAMAGES”.

- LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the PROPOSER and the County, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are Essential Conditions of the Contract; and, it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the “Notice to Proceed”.

The PROPOSER agrees that said work shall be performed regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the PROPOSER and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the said PROPOSER shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the PROPOSER does hereby agree, as part of the consideration for the awarding of this Contract, to pay to the County the damages for such breach of Contract as hereinafter set forth for each and every calendar day that the PROPOSER shall be in default after the time stipulated in the Contract for completing the work.
The said amount is fixed and agreed upon by and between the PROPOSER and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain and said amount is agreed to be the amount of damages, which the County would sustain and said amount be retained from time to time by the County from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and, where under the Contract, additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the PROPOSER shall not be charged with liquidated damages or any excess cost when the County determines that the PROPOSER is without fault and the PROPOSER’s reasons for the time extension are acceptable to the County; provided further that the PROPOSER shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;

(b) To unforeseeable cause beyond the control and without the fault or negligence of the PROPOSER, including, but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another PROPOSER in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(c) To any delays of sub Proposers or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided further, that the PROPOSER shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the Contract, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the PROPOSER within a reasonable time of its decision in the matter.

Provided further, that the amount of liquidated damages shall be $1,000.00 per work day.

XIX. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to Cecil County Purchasing Office, Elizabeth Hart, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921 (410-996-5395), in writing and a request made for modifications or clarification. All changes to RFPs shall be made in writing (addendum) and all parties who have received the RFP shall receive the addendum. Offerors are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.
XX. IMPLIED REQUIREMENTS:

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

XXI. PROPOSALS AND PRESENTATION COSTS:

Cecil County, Maryland, or its agencies, is not liable in any way for any costs incurred by the Offerors in the preparation of their proposals in response to the RFP, nor for the presentation or demonstration of their proposals and/or participation in any discussion or negotiations.

XXII. REJECTION OF PROPOSALS:

Cecil County, Maryland, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any offeror determined to be non-responsive in accordance with the Code of Cecil County, Chapter 92 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

The County intends to award the proposal as one contract, but has the right to award to multiple vendors that would best serve the County’s requirements.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

XXIII. EXCEPTIONS TO FORMAT:

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered non-responsive and rejected.

XXIV. REQUESTS FOR CLARIFICATION:

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the PROPOSER’s proposal.

XXV. VALIDITY OF PROPOSALS:

All proposals shall be valid for one hundred and eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in modifications to the RFP, then one hundred and eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and Cecil County, Maryland.
XXVI. PROPOSAL SUBMITTAL FORMAT:

Offerors must include the following information in their proposal and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page:

1. Package One; Qualification Package:

   (a) Cover Letter: Response should contain a letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

   (b) Table of Contents.

   (c) Executive Summary: A maximum of one (1) to two (2) pages of single spaced information providing a high-level description of the offeror’s ability to meet the requirements of the RFP.

   (d) Description of Relevant Experience and Qualifications: Details of qualifications of the offeror’s operations and staff regarding requested goods and services. If the respondent is not a single entity, the details of the partnership, joint venture, etc. shall be described, including the organizational structure of the team.

   (e) Technical Proposal: Offeror’s proposal meeting the technical requirements (attached plans) of the RFP must be included in this section or any alternative proposal. The technical proposal shall outline the process/steps the contractor plans to follow during the project.

   (f) Attachments: Additional information, which the offeror feels will assist in the evaluation should be included. Other attachments may be Proof of Insurance, Proposal Bond, or other required information.

2. Package Two; Cost Submittal Package shall be provided within a separate sealed envelope which minimally shall contain the PROPOSAL COST SHEET and any other cost associated with this project.
XXVII. PROPOSAL COST SHEET:

RFP: 15-18: Calvert Regional Park Earth Work Phase I

This is to certify that ______________________________ has received Addendum No. _____ through No. _____ and this project reflects changes created by the addenda.

PROPOSER: __________________________ BY: __________________________

(BTo be same as in the Proposal Agreement)

BUSINESS ADDRESS: ____________________________________________

___________________________________________

TELEPHONE # _____________________ Cellular # ____________________

CONTACT PERSON: _____________________________________________

E-MAIL ADDRESS: ______________________________________________

PROPOSAL FORM: Cecil County, Maryland: For all design, labor, tools, materials, testing, training, delivery and possible removal of old and any other incidentals necessary to complete this proposal as specified herein. A separate price is required for each item.

BID PRICE FOR:

Contractor will provide a spreadsheet or detailed listing of major tasks as outlined within the proposal scope of work and plans and specifications in addition to any tasks the contractor deems required to complete the tasking. A final Total Price shall be provided at the end of the task listing.

- Also within the proposal a separate pricing shall be provided for the ADD ALTERNATE for the soil cement in place of the stone for the parking lot, entrance road and trail, at least 12” inches in depth; as stated within the Scope of Work.

- Additionally, a project timeline and total amount of time to complete the project.

- Name and telephone number for direct contact:

  Name: __________________________  Telephone #: _____________________

The undersigned swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.
The attached proposal is accepted and hereby ratified and confirmed by Cecil County, Maryland for its purchase this _____day of __________, 2014.

Tari Moore
County Executive
Cecil County Maryland
XXVIII. EVALUATION OF PROPOSAL AND AWARD:

- **METHOD OF AWARD**

  (a) The County reserves the right to reject any or all proposals.

  (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.

  (c) If the Proposer to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected Proposer or the County may reject the entire proposal as their interest may require.

- **BASIS OF AWARD**

  The Contract may be awarded to the selected responsible Proposer whose proposal complies with all the requirements prescribed and considered **Best Value** to the County as interpreted by the review committee. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and **the County shall be under no obligation to accept the lowest proposal**. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest Proposer, unresponsive proposal or proposal obviously unbalanced may be rejected. The County also reserves the right to negotiate further with one or more of the Proposers as to any features of their bids and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. The County also reserves the right to negotiate further with one or more of the Proposers as to any features of their proposal and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County Maryland.

- **QUALIFYING PROPOSALS**

  Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

  Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of Cecil County Maryland. All reasonable efforts will be made by the Cecil County Maryland to avoid prejudice to any Respondent.

- **MANDATORY REQUIREMENTS**

  All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. **Respondents shall supply a letter stating that their team meets these requirements.** All information that is specifically requested is considered to be a mandatory requirement.
• TECHNICAL EVALUATION

After determining compliance with the mandatory requirements and considered responsive to this proposal, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. Respondents judged not to be responsible or Respondents whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. Discussions, oral presentations and/or demonstrations may be held with those qualified Respondents or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the evaluation of all proposals and depending on the number of qualified proposals, the County may select final negotiation of best and final offer.

• ORAL PRESENTATION

As indicated above, discussions and oral presentations may be held. If Oral Presentations are required, the selected best will be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County, Maryland to meet the Respondents key personnel
- To allow the Respondents to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Respondent will be required to provide an Executive Summary/Overview of their firm’s oral presentation inclusive of highlighting the discussion at the presentation.

Upon completion of the oral presentations, the Cecil County, Maryland will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

• EVALUATION

A. Evaluation will be based upon the technical proposal with the price being reviewed as a single factor of several other factors on which to base an acceptance. Some of the factors being evaluated shall be:

- Experience  - References  - Meeting Proposal Requirements  - Cost
- Schedule     - Warranty
B. The primary evaluation will be completed by an evaluation committee consisting of selected Cecil County, Maryland officials; Purchasing Agent is not a voting member of the committee. They will only guide the process of evaluation. Respondents to this solicitation shall meet all requirements contained herein. If the Respondent and/or the proposal do not meet solicitation requirements, Cecil County, Maryland may classify the proposal as “not reasonably acceptable for award.” Should a proposal be found not reasonably acceptable for award, the proposal may not be considered any further. After considering the factors set forth in this RFP and the responsible proposals, the committee will make recommendations for award of this contract to the Respondent whose proposal is determined to be the most advantageous to Cecil County, Maryland.

- FINAL SELECTION

Based on its evaluation of the technical proposals, the Evaluation Committee will make a recommendation to Cecil County, Maryland for the award of the contract to the responsible Respondent whose proposal is determined to be the most advantageous to Cecil County, Maryland, considering both technical and financial factors, to include any final proposals as set forth in the RFP.

- SCHEDULE OF EVENTS

The following is a proposed schedule of events in the selection of the Respondent to complete the project according to the specifications within this RFP:

1. Solicitation Released
2. Proposal Due Date
3. Committee Selection
4. Oral Presentations (will be scheduled as needed)
5. Executive Summary (Three (3) days after presentation of qualified)
6. Final selection and County approval & responsive respondents

- DISCUSSIONS

A. Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one Proposer be discussed or identified in any part with a separate Proposer.

B. During discussion, a Proposer may modify its proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to be withdrawn without approval of the proper County authorities.

C. If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made and all Proposers shall be notified of the change/s and be given the chance to modify their proposal accordingly.
• NEGOTIATIONS

It is policy to procure from responsible sources at fair prices the goods and services required by the County. During the RFP process, Price Negotiation may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

XXIX. NOTIFICATION

A letter shall be sent to all vendors submitting a proposal informing them of the results of the award. Proposers shall proceed within ten (10) calendar days after receipt of such notice. Failure to proceed within the ten (10) calendar day period may result in Cecil County, Maryland terminating the Contract Agreement.

XXX. PROPOSAL PROTEST

Any party who feels the proposal process has not meet the guidelines as stated within the Code of Cecil County Maryland or as outlined within the proposal may submit a protest in accordance with the guidelines as stated within the Code of Cecil County Maryland, Chapter 92, Purchasing. These guidelines are available upon request at the Purchasing Office or on the Cecil County Maryland Website (www.ccgov.org). Any questions concerning the purchasing process or this proposal should be forwarded to Cecil County Purchasing Agent at 410-996-5395 or e-mail to dpyle@ccgov.org.
To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Maryland, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to Request for Proposal #15-18: Calvert Regional Park Earth Work Phase I except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland’s sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: ______________________________________________

Authorized Signature: ____________________________________________

Address of Organization: _________________________________________

Phone: ___________________________ Date: ________________________

Return this letter with Proposal Package
PROPOSER RFP CHECKLIST

The following is a tentative checklist to assist the PROPOSER in verifying minimal required information is provided at the RFP opening. It remains the PROPOSER’s responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the Purchasing Office, 410-996-5395.

1. RFP package labeled properly for identification.

2. Completion of Certification of Proposer’s Qualifications & Certification and attached applicable copies of required license.

3. Completion of pages requiring information to include signatures and notary seal.

4. A copy of a Certificate of Insurance naming Cecil County Maryland as an “Additional Insured” and showing all information of required Liability and Worker’s Compensation insurance shall be provided by the PROPOSER awarded the contract.

5. Proposal Bonds with proposal submittal and Payment Bonds and Performance Bonds by the Contactor awarded the project if required.


7. Indemnity/Hold Harmless Agreement must be signed and provided as part of the proposal package.
Sealed Request for Proposal (RFP) for Cecil County, Maryland for “Calvert Regional Park Earth Work Phase I” as described in the proposal package for the Cecil County Maryland, Parks and Recreation Department will be received from qualified PROPOSERS at any time and up to 1:30 p.m. on October 14, 2014 at the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. The Respondent’s proposal shall consist of the construction as outlined within the Scope of Work and proposal Plans and Specifications.

A Mandatory Pre-Proposal meeting will be held on September 29, 2014 at 09:30 a.m. at the Cecil County Administrative Building, 200 Chesapeake Blvd., Elkton, MD 21921 in the Rising Sun Conference Room.

Additional specifications and/or instructions to Proposers may also be obtained by e-mailing ehart@ccgov.org (cc/ dpyle@ccgov.org) or by calling the Purchasing Department (Elizabeth Hart, Purchasing Assistant) at 410-996-5396. Cecil County, Maryland reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints. Bid packages may be picked up at the Purchasing Office at a non-refundable cost of $10.00 per package (including sales tax) or per copy on a compact disc. Bid packages are provided on the Cecil County web-page (http://www.ccgov.org) as a .pdf document for all Proposers to download. Electronically submitted bid proposals will not be accepted. Bid proposals are provided as a .pdf document for all Proposers to download. All Proposers wishing to submit a proposal should obtain an original set of documents or a compact disc from the Cecil County Purchasing Department. If you choose to download the package from the website, you shall notify the Purchasing Office via e-mail or phone. Not meeting this requirement may result in your proposal being considered as non-responsive. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County web-page and sent directly to Proposers who have obtained an original set of proposal documents or a compact disk or have obtained an electronic copy from the Purchasing Office. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County website. Proposers obtaining electronic copies of the proposal documents from outside the Purchasing Office will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.

All questions or discussions concerning this bid, bid documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.
The Purchasing Office will provide Proposer lists on the Cecil County web-site (www.ccgov.org) for all solicitations published unless a Proposer/contractor provides a written request barring the disclosure of their information prior to specific proposal award.

Cecil County, Maryland

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Maryland