

REQUEST FOR QUOTATION



On-Call Landscaping Services
for
Cecil County, Maryland
Department of Parks and Recreation

RFQ No. 21-05

Replies Received until 3:00 P.M., March 10, 2020

NOTE: Questions concerning this solicitation must be received via e-mail by 4:00 p.m. on March 3, 2020 to:

Connie Kamit
Purchasing Agent
ckamit@ccgov.org

Cecil County, Maryland
Purchasing Department
200 Chesapeake Blvd., Suite 1400
Elkton, MD 21921
PurchasingOffice@ccgov.org
410-996-5395

This is a formal quote for the services and prices of proposed Landscaping Services in selected County Parks. Do not confuse this quote as a formal contract. A Purchase Order will be issued as needed to the selected vendor according to the quoted prices and conditions.

GENERAL DESCRIPTION

All work must be completed according to applicable local, state, and federal laws, guidelines, regulations, specifications, etc.

Before submitting proposals, bidders should acquaint themselves with all governing laws, ordinances, etc. and otherwise familiarize themselves with all matters, which may affect the bid. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized themselves; therefore, there shall be no misunderstanding or lack of information.

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 Contractor, for themselves, their assignees and successors in interest, agrees to comply with all federal, state and local non-discrimination regulations.

SCOPE

- It is the intent and purpose of these specifications to secure quotes for: **On-Call Landscaping Services** for identified County Park Property. Cecil County, Maryland reserves the right to determine acceptability of any service being quoted.

INTRODUCTION

This proposal is to set down in terms the maintenance and/or repair of the County property under the Department of Parks and Recreation jurisdiction.

- To provide a baseline costs for maintenance and repair as determined by the Division Chief's needs.
- Possible use of service by other County agencies/departments.

- Background Information:

- All County Parks and Recreation areas under the Departments jurisdiction.
- Additional areas within the County as requested.

- Program Description:

- Provide maintenance and/or repair for all locations to include grading, shoring, seeding, mulching, spraying, sodding, planting, watering, stabilizing, clearing etc.
- Ensure all required permits and record updates as required by federal, state and/or local requirements.
- Contractor shall be required to respond to County Department identified emergency repairs within 24 hours of notification.
- All work shall be identified and base cost estimate provided and approved by authorized Department of Parks and Recreation personnel.
- Contractor shall provide at a minimum; hourly costs for manpower, equipment, cost to sod per square foot, cost to stabilize per square foot, any discounted material

costs. Contractor will be responsible for providing, labor for installation and materials.

SUBMISSION OF EQUIPMENT DESCRIPTION

Each contractor shall furnish one copy of complete descriptive literature and specifications as published by the manufacturer for the specified equipment to perform typical Landscape maintenance and repair.

WARRANTY

The proposed material shall have the manufacturer's standard warranty unless otherwise stated within the specifications. Seller shall be able to provide all services conditioned by the warranty of the manufacturer.

NOTE: Included but not limited to the warranty of sod until rooted and seed until germination.

PRICING

Quoted prices shall remain firm for one hundred twenty (120) days from the date of the quote received. Invoices will be paid for within thirty (30) days of receipt of the invoice and acceptance of the equipment. All contracts and/or quantities are contingent on budgetary constraints.

LOCAL PERMITS AND LICENSES

The Contractor is responsible for obtaining any required local permits and licenses to satisfy any requirements of this scope of work.

BASIS OF AWARD

The award of the contract will be made to the lowest responsible and most responsive contractor who meets the requirements of the RFQ and is considered best able to serve the interest of Cecil County, Maryland. The County reserves the right to reject any and/or all quotes or to waive any technicalities it deems in the best interest of Cecil County, Maryland. The County reserves the right to award to multiple contractors based on pricing and availability to perform the required work. The County shall be able to select material submitted as comparable material based on the specifications provided and approved as County Approved Equivalent.

CONTRACTOR'S LIABILITY

In case any direct or indirect injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his/her employee or agents, the Contractor shall at his/her own cost and expense restore such property or make good such damage or injury. If Contractor fails to repair, rebuild or otherwise restore damaged property, Cecil County may proceed to repair, rebuild, or otherwise restore such property as may be necessary and the cost thereof will be deducted from any monies due or to become due the Contractor under the contract; or Cecil County may deduct from monies due the Contractor under the contract a sum sufficient to reimburse the owners of the property damaged or injured.

TERM OF CONTRACT

The term of the contract shall be from July 1, 2020 or date of contract execution through June 30, 2021. Further, contract may be renewed, expanded, and extended at the option of mutual agreement between vendor and Cecil County for an additional two (2) years in one (1) year increments provided that the funds for subject contract are awarded and approved by the County, and that the Contractor has established a satisfactory record.

INSURANCE REQUIREMENTS

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

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.

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.

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).

- **BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the Contract Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability:	\$2,000,000	Annual Aggregate
	\$1,000,000	Each Occurrence
	\$1,000,000	Products and Completed Operations
	\$1,000,000	Personal Injury and Advertising
- Automobile Liability:	\$1,000,000	Combined Single Limit
- Worker's Compensation:		-- Statutory
- Excess	\$1,000,000	Each Occurrence
- Professional Liability:	\$1,000,000	(As Required)

(Upon award of contract, the Contractor shall provide a copy of a Certificate of Insurance, with the Cecil County, Maryland named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.)

- **NOTICE OF CANCELLATION**

Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Cecil County, Maryland
200 Chesapeake Blvd., Suite 1400
Elkton, MD 21921

TYPE OF CONTRACT

The Contractor is obligated to perform the services as agreed upon within the proposal, which the Cecil County, Maryland requires in its operation. Should an emergency arise and the Contractor cannot perform the required service as outlined within this agreement, the County reserves the right to contract these services from other sources to meet these needs without prejudice of this contract.

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 of award and terminate upon expiration or completion of the project or product delivery, 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 and contract termination shall be coordinated.

DAMAGES

The Contractor shall be responsible for any and all injuries to persons and damages to property resulting from the performance of the work specified, materials applied and/or equipment used.

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.

BREACHES AND DISPUTE RESOLUTION

- **Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties as discussed in Claims section of this contract, shall be submitted by the contractor in writing to the authorized representative of Cecil County, Maryland for review. The authorized representative will issue a final decision. 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 the Cecil County Executive. 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 the Cecil County Executive shall be binding upon the Contractor and the Contractor shall abide by 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 shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

-Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the 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 the 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.

APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the bidder, 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 approximations 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 bids and awarding the Contract. The County has endeavored to estimate these quantities correctly according to his knowledge and the information as shown on the plans; but it is not guaranteed that these estimated quantities are accurate and if the Contractor, is developing and/or submitting his bid or bids relies upon the accuracy of said estimated quantities, he does so at his own risk.

INSPECTION

The County may appoint such persons as he may deem necessary to properly inspect the materials furnished or to be furnished, and the work performed under this Contract, and to see that the same strictly corresponds with the drawings and specifications; such materials and workmanship shall be always subject to the approval of the County, but no inspection, approval or acceptance of any part of the work herein contracted for, or of the materials used therein or any payment on account thereof, shall prevent the rejection of said work or materials found to be defective, or not, in accordance with the requirements of the Contract. Work and materials will be inspected promptly, but if for any reason delay should occur, the Contractor shall have thereby no claim for damages or extra compensation. The Contractor shall provide testing as required by this Contract. Inspectors are available from 7:30 AM – 3:00 PM.

SANITARY FACILITIES

The Contractor shall provide portable sanitary facilities, maintain same during the length of the project and remove same when project is done.

SITE CLEAN UP AND RESTORATION

- a) The Contractor shall keep all trash, garbage, spent material containers, etc., picked up on a daily basis.
- b) The Contractor shall restore the site to a condition equal to that in which it was found.
- c) Should daily site cleaning and final restoration not be performed, the Owner shall have such done with the costs of same being charged to the Contractor.

RIGHT TO TERMINATE

The Cecil County Government reserves the right to terminate this contract by a ten (10) day written notice should the quality of the work/products become inferior or the delivery service becomes poor.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (PROJECT SITE). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

REJECTION OF PROPOSALS

Cecil County, Maryland, or its agencies, reserves the right to accept in part or in whole any to award 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 RFQ. 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.

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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

Vendor's Name

Signature Authorized Representative

Address

Printed Name Authorized Representative

Address

Email

QUOTE FORM

RFQ 21-05: On-Call Landscaping Services

DATE: _____

BIDDER: _____ **BY:** _____

(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ **CELL NUMBER:** _____

Contractor shall provide on an attachment their pricing format for proposed work. Minimally the pricing shall include hourly rates for manpower and equipment, any discounted costs for material and additional costs if required work on weekends, holidays, after normal workhours due to emergencies as identified by the County.

- Name and telephone number for direct contact:

Name: _____ Telephone #: _____

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QUOTE SHEET – PROPOSED WORK			UM	Unit Price
Temporary Seed and Mulch			SF	\$
Permanent Seed and Mulch			SF	\$
Sodding (Maryland Certified – To be purchased from Central Sod)	Tall Fescue	Installation only cost per S.F.	\$	
	Tall Fescue	Sod cost only per S.F.	\$	
	Bermuda	Installation only cost per S.F.	\$	
	Bermuda	Sod cost only per S.F.	\$	
Silt Fence			LF	\$
Super Silt Fence			LF	\$
Mulch Log			LF	\$
Orange Safety Fence			LF	\$
Spraying Herbicide			SF	\$
Type A Erosion Control Matting			SF	\$
Fine Grading Turf areas with Rockhound, Harley Rake or Equivalent			SF	\$
Aeration of Ball Fields			SF	\$
Fertilization of Turf areas with maximum allowed by MD Dept. of Agriculture, per soil test			AC	\$
Watering per 1,000 gallons			GAL	\$
NOTE: Water is to be provided on-site by Cecil County				\$
Clearing/Grubbing			AC	\$
HOURLY RATES FOR MANPOWER AND EQUIPMENT				
Laborer			HR	\$
Foreman			HR	\$
Skid Steer with Operator			HR	\$
Hydroseeder with Operator			HR	\$
Additional Costs if required to work on weekends, holidays, after normal work hours due to emergencies as identified by the County			HR	1-1/2 times the Hourly Rate

Vendor 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 for the Total Bid Amount above, either with our organization, or with subcontractors.

Dated this _____ day of _____, 20____.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____.

_____ 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.

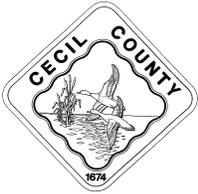
Sworn to before me this _____ day of _____ 20____.

Notary Public

(My Commission Expires: _____)

(NOTARY SEAL)

Cecil County, Maryland
200 Chesapeake Blvd
Elkton, MD 21921



Indemnity/Hold Harmless Agreement

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 therefrom) 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 **RFQ #21-05 On-Call Landscaping Services** 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: _____ Fax: _____

Date: _____ E-Mail Address: _____

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CERTIFICATION OF VENDOR'S QUALIFICATIONS

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **On-Call Landscaping Services**
 2. Contract No.: **RFQ #21-05**
 3. Name of Vendor: _____
 4. Vendor's Federal Employee I.D. No.: _____
 5. **State of Maryland License No.:** _____
 6. State of Maryland Control No.: _____
 7. Business Address: _____

 8. When Organized: _____
 9. Where Incorporated: _____
 10. **Foreign Business No.:** _____
 11. Has the Vendor paid any sales tax on the equipment to be used on the project?
Yes _____ No _____
 12. If so, at what rate was the sales tax paid? _____
_____ Percent to State of _____
 13. How many years has the bidder been engaged in this business under your present firm name? _____
 14. Have you ever refused to sign a contract at your original RFQ?
Yes _____ No _____
 15. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
 16. Will you, upon request, furnish any other pertinent information that Cecil County Government may require? Yes _____ No _____
 17. Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
Dated this _____ day of _____, 2020.
 18. Has the vendor or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government. Yes _____ No _____
(If yes, explain _____)
- With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

(Name of contractor)
By: _____
Title: _____