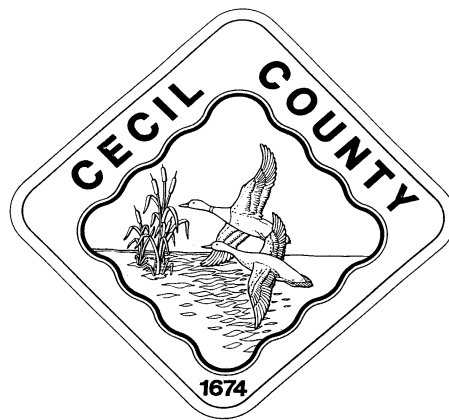


CECIL COUNTY, MARYLAND
Facilities Management

RFP 20-17

GENERAL CONSTRUCTION SERVICES



Cecil County Finance Department/
Purchasing Division
200 Chesapeake Blvd, Suite 1400
Elkton, MD 21921
PURCHASINGOFFICE@CCGOV.ORG
410-996-5395

PURPOSE

Cecil County, Maryland is requesting proposals that specialize in “GENERAL CONSTRUCTION SERVICES – COUNTY WIDE” in accordance with Chapter 92 of the Cecil County Code and specifications as stated within the Scope of Work from qualified contractors and or individuals, having specific experience identified in this Request for Proposal (RFP).

OBJECTIVE

The objective of this Request for Proposal (RFP) is for Cecil County, Maryland to select a Contractor(s) for “GENERAL CONSTRUCTION SERVICES – COUNTY WIDE” as described in the specifications attached and any Federal, State and Local requirements. It is the intent of Cecil County, Maryland to execute an agreement with the most qualified Contractor(s) that present an economically viable proposal. To that end, Cecil County, Maryland supports and encourages the formation of teams that maximize the qualifications of the respondents in all aspects. The composition of the Respondent’s team or team configuration shall be clearly defined and stated within the proposal. The Contractor(s) shall be selected according to the **Best Value** as determined by a Selection Committee.

INQUIRIES

All inquiries, questions, etc. concerning the RFP shall be forwarded to Purchasing Office by e-mail to purchasingoffice@ccgov.org, all questions shall be in writing. Bids are subject to change in the form of addendums. Any changes will be in writing, documented and posted on the County website as soon as possible, usually within 24 hrs. Major changes or an excessive number of changes may result in cancellation of this RFP. It is the bidders’ responsibility to make sure all addendums are included in their proposals. Failure to do so could result in the bid being disqualified.

METHOD OF SOURCE SELECTION

Cecil County, Maryland is required to adhere to Cecil County Code, Section 92 Purchasing, concerning good public purchasing practices using a competitive process (RFP). All available information may be reviewed on the Cecil County, Maryland website (www.ccgov.org).

PROPOSAL SUBMITTAL REQUIREMENTS

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner RFP 20-17; “GENERAL CONSTRUCTION SERVICES – COUNTY WIDE” no later than **1:30 p.m. on October 1, 2019**. 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 Contractors submitting proposals. No facsimile of proposals will be accepted. *All material considered Confidential or Proprietary shall be identified within the proposal.*

SCOPE OF WORK

PROJECT DESCRIPTION

Cecil County Department of Facilities Management is seeking a Contractor(s) to perform general construction services, which may include new construction & installation, maintenance, repair services, or emergency services calls for repairs on an as-needed basis for the facilities and County owned properties located throughout Cecil County.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace issues at any and all locations, to original or new design specifications or conditions acceptable to Cecil County. The Contractor(s) will perform all required administration, management and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the Cecil County Facilities Management personnel as applicable to the location of the work.

This RFP and the specifications that follow are being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects specifically for the Department of Facilities Management facilities, and possibly throughout the County. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this RFP are based upon future needs of the County, and are pending allocation of funds and approval of award by County. The County reserves the right to authorize/order services and/or materials as may be required during the Contract period and also, reserves the right to not authorize/order any services and/or materials.

These services are to be performed principally for the Department of Facilities Management, however additional services may be requested by other Departments within the County.

The County may require “project quotes” for any and all work required under this contract at its sole discretion. The County reserves the right to award the task/project to the Contractor offering the most favorable quote (as determined by the County). It is important to note that the most favorable quote may not be the one offering the lowest price. The County may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

- a) For **non-emergency work**, the Contractor(s) must physically report to the work site within **one (1) week** of written notification from the County’s Department of Facilities Management, hereinafter Project Manager (PM), to complete a written quotation based on the contract pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work that is needed to be completed. All materials and sources of supply incorporated in the work must be approved by the PM prior to use on each job. Materials incorporated in the work that have not received prior approval by the PM shall be the Contractor’s expense and not paid for by the County. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM, (TBD).
- b) For **emergency work** the Contractor(s) must physically report to the work site within **twenty four (24) hours** of verbal notification from the County’s PM to complete any necessary emergency repair work needed to secure/alleviate emergency. All materials and sources of supply incorporated in the work must be approved by the PM for use on each job. Materials incorporated in the work that have not received approval by the PM shall be the Contractor’s expense and not paid for by the County. Contractor will provide the PM with a quote if additional work should be completed after the emergency service call is completed. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM.

- c) If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the PM for approval prior to proceeding with any additional work. The County shall not pay for additional work that the Contractor performs without the County's approval.
- d) Due to certain locations within the County, employees must have the ability to pass a background check and work unsupervised.
- e) Guarantee – when applicable the contractor shall furnish a two-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of the two-year period are specified by the manufacturer, these guarantees shall take precedence over the two-year period guarantee. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.
- f) The contractor shall include an hourly price rate and overtime rate for “on-call service” to perform repairs on the equipment or systems.
- g) The contractor shall provide a price for a percentage of mark up of materials. The manufacturer's/suppliers invoice shall be attached to any bill submitted for materials.

COUNTY BUILDING LOCATIONS

- 1) Cecil County Administration Building
Department of Facilities Management
200 Chesapeake Blvd., Suite 1200
Elkton, MD 21921
- 2) Cecil County Solid Waste Division
758 East Old Philadelphia Road
Elkton, MD 21921
- 3) Cecil County Roads Division
758 East Old Philadelphia Road
Elkton, MD 21921
- 4) Cecil County Waste Water Division
1123 Carpenter's Point Road
Perryville, MD 21903
- 5) Cecil County Detention Center
500 Landing Lane
Elkton, MD 21921
- 6) Cecil County Sheriff's Office
107 Chesapeake Blvd.. Suite 112
Elkton, MD 21921
- 7) Cecil County Department of Emergency Services
107 Chesapeake Blvd. Suite 108
Elkton, MD 21921
- 8) Cecil County Animal Services
3280 Augustine Herman Hwy
Chesapeake City, MD 21915

- 9) Cecil County Parks & Recreation
17 Wilson Road
Rising Sun, MD 21911
- 10) Cecil County Help Center
135 E. High Street
Elkton, MD 21921
- 11) Cecil County Domestic Violence
405 Bow Street
Elkton, MD 21921
- 12) Cecil County Child Advocate Center
214^{1/2} North Street
Elkton, MD 21921

QUALIFICATIONS AND PROPOSAL CONTENTS

Respondents to this RFP shall provide the following information with their proposal:

A brief overview of the Contractor's record of performance and demonstrated ability, knowledge, and experience in the maintenance, repair and all other applicable work experience.

1. A list of no less than three (3) references for similar work performed in or around Cecil County Maryland. References shall include brief project profiles and contact information for each project owner/representative. **Please use the provided Experience Form – Attachment #10**

2. Proposal Form – Contractor shall complete the Proposal Form provided in **Attachment #3**. All cost associated with delivering the requested goods or services must be detailed on the form provided.

- a. The Awarded Contractor(s) may, when necessary, be requested to provide quotes for materials, equipment and or services which are not listed in **Attachment #3**. When/if this occurs, approval from the County must be given prior to the start of any work.
- b. The Contractor's attention is called to the fact that the rates listed in **Attachment #3** are estimated on services provided and 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 services and/or quantities herein furnished by the County are approximations only, and have been used by the County for the purpose of tabulating and comparing the bids and awarding the Contract.
- c. Material used will be on basis of cost plus mark-up. Mark-up rate must be stated and agreed upon by both parties.

EXAMINATION OF CONTRACT AND DATA

Before submitting proposals, prospective Proposers shall carefully examine the proposed Contract documents, 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/herself 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 of 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.

CONSTRAINTS ON THE SUCCESSFUL CONTRACTOR

When requested by the County, a lump sum cost proposal or cost proposal based on a list of items/tasks provided by the County shall be submitted that will include all labor, materials, equipment and sub-contractors required to complete the project. The County may request a cost proposal for a specific task from multiple Contractors to determine the lowest cost task proposal.

At its sole discretion, the County reserves the following rights:

- 1.) To perform any work at any site utilizing “in-house/County personnel” for any project;
- 2.) To issue a new solicitation for projects outside the scope of the specifications listed herein at any one or more project sites, separate from this bid;
- 3.) To obtain the work from any source, if for any reason, the Awarded Contractor(s) cannot complete the services within the parameters required by the County.
- 4.) The contractor will not be permitted to work on holidays observed by Cecil County or the State of Maryland or on Sundays unless otherwise authorized in writing.
- 5.) In case of an emergency which may require that work to be done on Saturdays, Sundays, or Holidays, the contractor shall request permission of Cecil County to do so. If, in the opinion of the owner, the emergency is bonafide, permission may be granted to the contractor to work such hours as may be necessary. Also if in the opinion of the owner a bonafide emergency exists, the contractor may be directed to work such hours as may be necessary whether or not the contractor requests permission to do so. The contractor will be allowed to work eight (8) hours per day, Monday through Friday, except for holidays, 52 weeks per year. The contractor shall pay for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight (8) hours per day.

CONTRACTOR’S RESPONSIBILITY

It shall be the Contractor’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 scope of work.

It shall be distinctly understood that failure to mention any work by the County, which would normally be required to complete the project, shall not relieve the Contractor(s) of his/her responsibility to perform such work.

The Contractor shall supply all labor, materials, equipment, insurance, permits, etc. necessary to perform the mentioned work. At the completion of the project, the Contractor is responsible for the removal and proper disposal of all debris, etc. associated with their work on the project. **The contractor may haul debris to the Cecil County Central Landfill however the standard tipping fee will be charged to the Contractor.** It is the Contractor’s responsibility to perform all work in a professional manner and maintain high quality.

It shall be the Contractor's responsibility to furnish all materials in new condition as per the project documents. The Contractor is responsible for ensuring all materials are in accordance with the project specifications. The County reserves the right to reject any materials/equipment observed to have been repaired without the consent of the County, to be damaged or defective, or not in compliance with the contract documents at any time during the contract period.

It shall be the Contractor's responsibility to obtain all necessary permits through Cecil County Department of Permits and Inspections, and to follow all requirements of the permits.

PROTECTION OF EXISTING UTILITIES

- 1.) Attention of the Contractor(s) shall be directed to the potential presence of water, sewer, gas mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities.
- 2.) It is the responsibility of the Contractor(s) to have all utilities located with sufficient accuracy to insure their safety and the safety of those within the area of the project.
- 3.) The Contractor(s) shall not begin any excavation without first notifying each and every public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to commencement of this work (not including weekends and holidays).
- 4.) The Contractor shall notify "Miss Utility" (1-800-257-7777) to determine the location of existing utilities prior to commencing work. If, during Repair operations, the Contractor(s) encounters additional utilities, the Contractor(s) shall immediately notify the PM and take all necessary and proper steps to protect the continuance of service of such facilities. In case of damages to any existing utility installations by the Contractor(s), either above or below ground, the Contractor(s) shall have such utility restored to a condition equal to that which existed prior to the damage at the Contractor's entire cost and expense.
- 5.) There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and or Repair activities.
- 6.) If the Contractor(s) damages any utility, they shall immediately notify the PM and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner. The utility owner may elect to repair the damage with its own forces, its sub-contractors or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.
- 7.) The Contractor(s) will notify the PM immediately by telephone of any unexpected emergency, subsurface or latent physical condition found along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor(s) not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the

Contractor(s) and County. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s) and an amendment to the purchase order must be made and approved by the County before the work can proceed. The County assumes no responsibility for oral/verbal communications, instructions or suggestions.

SUB-CONTRACTORS

- 1.) The Contractor(s) may not sub-contract more than fifty percent (50%) of the work assigned under this Contract. If the Contractor sub-contracts any portion of the work, an employee of the Contractor(s), qualified in the labor skills required for the work being performed, must be overseeing and directing the work on the job site at all times that the sub-contractor is conducting work. Any work sub-contracted for equipment and/or trucks and their operators is paid for by the contract pay items for the specific equipment and/or trucks and the equipment operator.
- 2.) The Contractor may sub-contract all or any portion of the work assigned under this Contract if the work is **not** within the trade or scope of work within this Contract (i.e. drywall or concrete work/repair, etc.). These sub-contractors will be referred to as “specialty sub-contractors”. The County shall reimburse the Contractor(s) for their costs for the “specialty sub-contractor’s” labor, equipment, and materials, plus overhead and profit.
- 3.) For all sub-contracted work, the Contractor must bind any sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor(s) to the County.
- 4.) Contractor(s) shall submit a list of sub-contractors that they intend to employ and utilize for each task prior to the start of any work. All sub-contractors, prior to their use by the Awarded Contractor(s) in any project, must be approved by the County. The responsibility for updating this list is the Awarded Contractor’s and utilization of a County non-approved sub-contractor is grounds for suspension or termination.
- 5.) The Awarded Contractor(s) shall not, without prior written consent of the County, assign any of the moneys payable under the Contract.

EQUIPMENT

- 1.) All equipment required to perform standard/typical work under this Contract shall be provided by the Awarded Contractor(s) and shall be normally available.
- 2.) The Awarded Contractors’ equipment shall be in good working condition and shall conform to all required safety standards.
- 3.) All associated rental charges for equipment used by the Awarded Contractor(s) are considered overhead and shall be included in the hourly rates submitted as part of this RFP and shall not be considered an extra expense.
- 4.) Use of County equipment is prohibited.

SCHEDULE OF OPERATIONS

In developing project schedules the contractor will make reasonable accommodation for weather delays and shall reflect County-observed holidays. Work is not permitted on Saturday or Sunday unless prior

authorization is requested in writing and received from the Department of Facilities Management. The standard work week is Monday through Friday, between the hours of 6:00 am to 4:30 pm and the contractor shall schedule their operations accordingly.

The contractor must provide an updated schedule with each periodic estimate. Payment of periodic estimates will not be approved unless an updated schedule is submitted.

APPROXIMATE QUANTITIES

The Contractor's attention is called to the fact that the quantities given are estimated quantities and are in no way bind or limit the County to the actual amount of work or service to be performed or the quantity of material to be furnished. Any estimates of quantities provided 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.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (Cecil County designated area). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all Contractors 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 will be used, except as otherwise specified herein.

WARRANTY

The Contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer for workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period. Failure to correct warranty issues promptly and to the satisfaction of the Department on this or other contracts may result in finding the Contractor non-responsive for future contracts/bids. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.

ORDER OF PRECEDENCE FOR CONTRACT DOCUMENTS

In the event of conflict between quality of the work as called for by the Contract Documents, the County shall have the right to insist upon the delivery of the strictest requirements, the highest quality, or the highest quantity at no additional cost to the County.

ANNULMENT OF CONTRACT

Should the Contractor(s) fail to fully satisfy, 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 Contractor(s) 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 with the Contractor at the County's convenience.

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 representative(s), it being understood that in such matters they act as the agent or representative of the County.

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

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell or assign all or any portion of the work provided therein without the consent of the County. Subletting or assigning more than fifty (50) percent of the dollar value of the RFP shall NOT be permitted. Where Sub-Contractors are used, the Contractor shall submit all insurance information for all Sub-Contractors.

RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the Contractor(s) 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 of the project or proper functioning of the equipment, it will be included by the Contractor(s) without extra payment. The Contractor(s) shall supply all manufacturers' guarantees in substance and term normally provided in the trade.

Neither the final certificate, payment, nor any provision in the Contract shall relieve the Contractor(s) of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The County shall give notice of observed defects with reasonable promptness.

All warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

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 Contractor neglects or fails to work continuously on all acceptable working days, the Executive of Cecil County through the Cecil County Administrator may terminate the Contract and use any method that he deems necessary to complete the Contract.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor 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 Contractor shall pay to the County such sum as is specified in the paragraph entitled "LIQUIDATED DAMAGES".

LIQUIDATED DAMAGES

It is 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 Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County; provided further that the Contractor 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 Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another Contractor 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-Contractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided further, that the Contractor 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 Contractor within a reasonable time of its decision in the matter.

Provided further, that the amount of liquidated damages shall be **\$1000.00** per work day.

RESPONSIBILITY FOR DIRECT DAMAGES

In addition to the assessment of liquidated damages for delay, it is hereby understood and mutually agreed, by and between the Contractor and the County that the Contractor shall be responsible to the County for payment of direct costs incurred by the County if it is necessary for the County to supervise or correct work that does not comply with the Contract Documents.

MATERIAL TESTING

The Contractor shall provide testing as required by this Contract for all furnished and installed materials.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform sub-contracts which the Contractor(s) enters into pursuant to this contract. The Contractor(s) shall use their best efforts to solicit bids from and to utilize DBE sub-contractors(s) or sub-contractors(s) with meaningful minority group and female representation among their employees.

LICENSES AND CERTIFICATES:

The County reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. It shall be the sole responsibility of the awarded Contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each Prospective Contractor shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

RESPONSIBILITIES OF THE COUNTY

INSPECTION

The County may appoint a person as deemed 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.

METHOD OF PAYMENT

A Purchase Order will be sent to the Contractor upon acceptance of each scope of work and cost proposal for each work task. All payments will be remitted within thirty (30) days (net 30) upon receipt of an invoice. Payment/Final payment will be remitted upon acceptance of the completed project and receipt of final invoice.

All invoices shall be submitted to: Cecil County Finance Department
Accounts Payable
200 Chesapeake Blvd., Suite 1100
Elkton, MD 21921

Payment will be for the price proposed upon. All invoices shall be reviewed and approved by a Contractor Representative and the County's Representative before submission. The County may elect to retain the entire payment for contracts with a duration of less than 30 days until satisfactory completion of the work. In addition, in the event the County has incurred actual damages on account of the Contractor's performance under this Agreement, and/or in the event that the assessment of liquidated damages seems likely, the County may withhold such amounts from progress payments that are reasonably necessary to protect the County from these types of damages.

TEMPORARY SUSPENSION OF THE WORK

The County shall have authority to suspend the work wholly or in part for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. The Contractor shall immediately comply with the written order of the County to suspend work wholly or in part. In all cases of suspension of construction operations, the work shall not be resumed again until the County gives written permission. Provided that reasonable cause exists for the County to exercise this authority to suspend the Work, the

Contractor agrees that he shall not make any claim for charges or claims for damages by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of contract time only for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

For the avoidance of doubt, the limitation on damages pursuant to this section includes but is not limited to damages incurred by the Contractor for principal office overhead and expenses including the compensation of personnel stationed there (including but not limited to *Eichleay* formula calculation or otherwise), for losses of financing, business and reputation, loss of efficiency and alleged impacts relating to employee costs incurred on account of project suspensions or delays, and for loss of anticipated profit.

Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor shall it preclude any award of direct costs incurred by either party on account of the other party's failure to properly perform its contractual obligations and which are not schedule dependent.

ANNULMENT OF CONTRACT

Should the Contractor fail to make satisfactory progress, or to comply with orders of the County, or should he neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective and unsuitable, or if the Contractor 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 declare the Contract in default without process or action at law, and to turn over to the surety for completion or, at his option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by re-letting all or any part of the work. Upon receiving notice to this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the County. Neither by taking over of the work by the County, nor by the declaration of an uncured default of this Contract shall the County forfeit the right to recover damages from the Contractor or his Surety for failure to complete his Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and his Surety shall be held responsible for such excess cost.

CLAIMS

Should the Contractor believe that it is entitled to any additional compensation or time, over or beyond the compensation or time stipulated in the Contract documents, or for compensation or an extension of contract time over or beyond that allowed or approved by the County for damages, losses, expenses, or delays alleged to have been sustained by it in connection with this Contract, the Contractor shall file a written notice of claim thereof with the County prior to incurring any costs for which it may claim a right to additional compensation. Unless otherwise specified or required, in the events of alleged delay to the schedule, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

Unless otherwise specified, within thirty (30) days after giving the required notice, but not later than final payment, the Contractor shall file with the County a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Contractor timely files its written notice of claim and statement of costs as prescribed herein, the Contractor's claim for such additional compensation shall be absolutely invalidated; and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.

The County shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in his judgment, the findings of fact warrant it. The County shall issue a written decision on the claim within thirty (30) days after receipt of the Contractor's itemized statement of the claim unless extended by mutual written agreement. If the County does not issue a decision within thirty (30) days or any extension thereof, the County shall be deemed as having made a final decision denying the claim. The County's decision shall be final and conclusive on the parties, except as provided in "Breaches and Dispute Resolution".

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 in writing on company letter head to the authorized County Representative Titled "Dispute to Claim Response" with the project name and bid number. A decision will be issued 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 appeal will be in writing on company letterhead addressed to "Purchasing Department", titled "Appeal to County Claim Response" with the project name and bid number. The decision of the Cecil County, Maryland 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 therefore 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.

- **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 shall constitute a waiver of any right or duty under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under.

INSTRUCTIONS FOR PROPOSAL

Proposal shall be submitted in a sealed envelope addressed to:

Cecil County Purchasing Office
Attn: Purchasing Agent
200 Chesapeake Blvd., Suite 1400
Elkton, Maryland 21921

RE: RFP 20-17 General Construction Services – County Wide

The CONTRACTOR's name and address shall appear in the upper left hand corner of the proposal envelope with the RFP name and contract number appearing in the lower left hand corner of the envelope. Proposal will be submitted in an orderly format divided into section and tabbed as appropriate. The CONTRACTOR shall submit minimally **one (1) original, one (1) copy and one (1) electronic copy** (PDF copy on flash drive) of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by Cecil County Maryland.

INSURANCE REQUIREMENTS

If required by the Special Conditions of the proposal, the bidder shall provide the County with Certificate of Insurance within ten (10) days of award notification evidencing the required coverage. Bidder must provide Certificate of Insurance before commencing work in connection with the contract.

The Contractor will provide a "copy" of a "Certificate of Insurance" to the County demonstrating that they have the insurance coverage required by this contract.

Prior to award the Contractor shall provide a "Certificate of Insurance" naming 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 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.

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.

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.

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 the Cecil County Purchasing Office, Connie Kamit, 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 will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Bidder(s) 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.

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 Bidder, must be included in the proposal.

PROPOSALS AND PRESENTATION COSTS

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

ACCEPTANCE OF PROPOSAL CONTENT

The content of the proposal of the successful Contractor will become part of any contract awarded as a result of these specifications.

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 Bidder determined to be non-responsive in accordance with the Code of Cecil County, Section 92 and requirements set within this RFP. Unreasonable failure of a Bidder to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

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.

The County intends to award at least one Contract from this proposal, but has the right to award to multiple Contractor(s) that would best serve the County's requirements.

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

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.**

REQUESTS FOR CLARIFICATION

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

VALIDITY OF PROPOSALS

All proposals shall be valid for one hundred 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 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 Contractor and Cecil County Maryland.

EVALUATION OF PROPOSAL AND AWARD

BASIS OF AWARD

The intent of this solicitation is to award a Contractor(s) who can provide services and pricing for all items listed in the Scope of Work and the Project Proposal Form. Submitting a price for all items listed will indicate that the services requested in the solicitation can be provided. Not submitting a price for any of the line items, may deem the Contractor unqualified.

The County is not obligated, but reserves the right to award to multiple Contractors based on the prices submitted, if it is deemed to be in the County's best interest to do so. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work that will be awarded during the Contract term.

If more than one Contractor is awarded, the County reserves the right to select any Contractor from the list, in any order, at any time. There is no guarantee of the amount of work that each Contractor will or will not be awarded.

The Contract may be awarded to the selected Contractor(s) whose proposal complies with all of the requirements prescribed and is considered the Best Value to the County as interpreted by the Selection 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 proposals, or irregularities of any kind. To insure fair competition and to permit a determination of the best valued Contractor(s), unresponsive proposals or proposal obviously unbalanced may be rejected.

The County also reserves the right to negotiate further with one (1) or more of the proposers as to any features of their proposal and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of Cecil County Maryland. Any CONFIDENTIAL or PROPRIETARY information shall be identified within their proposal.

METHOD OF AWARD

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

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

If the Contractor 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 a different Contractor or the County may reject the entire proposal as their interest may require.

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 the County. All reasonable efforts will be made by the County to avoid prejudice to any Contractor.

MANDATORY REQUIREMENTS

All proposals will be reviewed for compliance with Chapter 92 of the Cecil County Code and specifications as stated herein. Proposals shall at minimum meet all of these requirements to advance in the procurement process. Contractors shall supply a letter stating that they or their team meet these requirements. All information that is specifically requested is considered to be a mandatory requirement.

TECHNICAL EVALUATION

After determining compliance with the mandatory requirements as the Selection Committee shall conduct a technical evaluation of the proposals.

While pricing will be given consideration in the evaluation of all proposals meeting the mandatory requirements, successful Bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee provisions of materials and services as required.

Major factors/criteria for the selection are:

1. Contractors' Qualifications, Skills, and Resources for the capability to accomplish proposed work – 50%.
2. Contractors' ability to respond in a timely manner to County's request for services and to accomplish proposed work on schedule – 30%.
3. Cost Proposal – 20%

Discussions **may** be held with those qualified Contractors 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 at least two (2) or more finalists for final negotiation of best and final offer.

FINAL EVALUATION

Evaluations 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 as listed in the Scope of Work.

The primary evaluation will be completed by a Selection Committee consisting of selected County employees. The Purchasing Agent is not a voting member of the Selection Committee, he/she 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.

FINAL SELECTION

Based on its evaluation of the technical proposals, the Selection Committee will make a recommendation to Cecil County Maryland for the award of the contract to the responsible Contractor(s) 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 Bidder(s) to complete the project according to the specifications within this RFP:

1. Solicitation Released
2. Proposal Due Date
3. Selection Committee Reviews Submittals from Responsive Respondents
4. Final selection and County approval

DISCUSSIONS

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.

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.

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 negotiations 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.

All contracts are contingent upon budgetary constraints.

NOTICE TO PROCEED

A **Notice to Proceed** will be sent Certified Mail to the Contractor by the Cecil County Purchasing Office. Contractor shall be prepared to 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.**

CONTRACT AWARD AND TERMINATION

Cecil County Maryland intends that the Contractor(s) awarded a contract, will perform the work associated with each project 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.

TYPE OF CONTRACT

This is a service type contract under which Cecil County Maryland is obligated during the term of the contract (Expected initial contract start date: July 1, 2019 or upon final execution of contract documents through June 30, 2020) for services identified within these specifications with the option of extending the contract for two (2) years in one (1) year increments by mutual agreement without changes to existing conditions or specifications. Any changes may result in the contract being re-bid. Cecil County Maryland reserves the right to accept or reject any option for contract renewal.

Additionally, the Contractor(s) is/are obligated to perform the services as agreed upon within the proposal, which Cecil County Maryland requires in its operation. Should an emergency arise and the Contractor(s) cannot perform the required services 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.

PROPOSAL PROTEST

Any party who feels the proposal process does 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. 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 ckamit@ccgov.org.

END OF SECTION

**THIS AND THE PREVIOUS INFORMATION DOES NOT NEED TO BE
RETURNED WITH SUBMITTAL**

ATTACHMENTS

ATTACHMENT #1

REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County Maryland for RFP 20-17; **“General Construction Services – County Wide”** as described in the proposal package, will be received from qualified Contractors at any time and up to **1:30 p.m. on October 1, 2019.** Individual packages shall be marked in the lower left corner: **RFP #20-17: “General Construction Services – County Wide”.** Packages delivered prior to the RFP opening should be brought to the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. Additional specifications and/or instructions to Contractors may also be obtained by calling the Purchasing Office at 410-996-5395 or email to PurchasingOffice@ccgov.org. Cecil County Maryland reserves the right to reject any or all proposals and to waive technicalities. All proposals are based upon budgetary constraints.

No pre-proposal meeting scheduled.

All questions or discussions concerning this proposal, proposal 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 proposal, RFP, solicitation or quote.

Electronically submitted bid proposals will not be accepted. Bid proposals are provided on the Cecil County web-page (<http://www.ccgov.org/government/purchasing/current-projects>) as a PDF document for all Contractors to download at no charge. Changes or addendums to this proposal and or other documents will be posted to the proposal documents on the County web-page. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County web-site. Contractors obtaining electronic copies of the proposal documents will be directly responsible for obtaining updates, changes or addendums, either from the updated web-page or by contacting the Purchasing Office.

Upon request, the Purchasing Office will provide Contractor lists **to requesting parties** for all solicitations published unless a Contractor/Consultant provides a written request **barring the disclosure of their information prior to specific proposal award.**

By: Connie Kamit
Purchasing Agent
Cecil County Maryland

ATTACHMENT #2

CERTIFICATION OF CONTRACTOR'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 Contractor's State of Maryland Repair 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 Contractors 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: **"General Construction Services – County Wide"**
 2. Contract No.: **RFP #20-17;**
 3. **State of Maryland Repair Firm License No.:** _____
 4. Name of Contractor: _____
Address: _____

When Organized: _____
Where Incorporated: _____
Foreign Business No. (if applicable): _____
 5. Has the Contractor paid any sales tax on the equipment to be used on the project? Yes _____ No _____
 6. _____
How many years has the bidder been engaged in this business under your present firm name?
 7. _____
Have you ever refused to sign a contract at your original RFP/Bid?
Yes _____ No _____
 8. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
 9. Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require? Yes _____ No _____
 - 10 Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
 11. Has the Contractor or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal Cecil County, Maryland. 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.

Dated this _____ day of _____, 2019.

(Name of Bidder)

By: _____

Title: _____

ATTACHMENT #3

PROPOSAL FORM – REP 20-17

PROJECT: “GENERAL CONSTRUCTION SERVICES – COUNTY WIDE”

DATE: _____

CONTRACTOR: _____ **BY:** _____
(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

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

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 line item.

CONTRACTOR COST FORM: Contractor shall provide costs utilizing Attachment “#11”
CONTRACTOR COST FORM

Signature

Printed Name

Tele: _____

Fax #: _____

E-Mail: _____

Cell Phone # _____

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.

Bid Submitted by:

Witness

Name of Firm or Dealer

Telephone Number

Authorized Name & Signature

Fax Number

Address (Street)

Address (City, State, Zip Code)

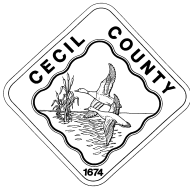
The attached proposal is accepted and hereby ratified and confirmed by Cecil County, Maryland for its purchase this _____ day of _____, 2019.

Alan J. McCarthy
County Executive
Cecil County Maryland

ATTACHMENT #4:

INDEMNITY/HOLD HARMLESS AGREEMENT

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



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 #20-17: "GENERAL CONSTRUCTION SERVICES – COUNTY WIDE"**, 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

ATTACHMENT #5:

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 or 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.

ATTACHMENT #6
AGREEMENT OF TERMS AND CONDITIONS:

PROPOSAL

Made this _____ day of _____, 2019. Business
Address _____
_____.

The CONTRACTOR 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 and the providing of all necessary machinery, tools, apparatus, kitchen utensils and means for performing the work, and described and shown in the plans and specifications within the prescribed time. 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 CONTRACTOR 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 (1) 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:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____

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.

ATTACHMENT #7:
CONTRACTOR 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)

ATTACHMENT #8

Office of the County Executive
Alan J. McCarthy
County Executive

Alfred C. Wein, Jr.
Director of Administration

Office: 410.996.5202
Fax: 410.996.1014



Department of Finance
Purchasing Division

Procurement & Fleet Manager
410.996.8122
Purchasing Office
410.996.5395/5396

County Information
410.996.5200
410.658.4041

CECIL COUNTY, MARYLAND

Department of Finance
Purchasing Division
200 Chesapeake Boulevard, Suite 1400, Elkton, MD 21921

Agreement of Jurisdiction

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement may not be modified except in writing executed by the parties.

CONTRACTOR NAME: _____

REPRESENTATIVE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE: _____

AUTHORIZED SIGNATURE: _____

DEPARTMENT REQUESTING JURISDICTION AGREEMENT: _____

Return completed document to:

Purchasing Office
200 Chesapeake Boulevard, Suite 1400
Elkton, Maryland 21921

Phone (410) 996-5395
Fax (800) 562-3982
Email ckamit@ccgov.org

ATTACHMENT #9

CONTRACTOR RFP CHECKLIST

The following is a checklist to assist the CONTRACTOR in verifying all required information is provided at the RFP opening; may not be all inclusive. It remains the CONTRACTOR'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 the following Attachments and submitted with the proposal submittal:
 - #2: Certification of Contractor's Qualifications and **copies of any required license/s.**
 - #3: Proposal Form;
 - #4: Indemnity/Hold Harmless Agreement completed and signed
 - #6: Agreement of Terms and Conditions completed
 - #7: Contractor Certification Sheet completed, signed and **NOTARIZED**
 - #8: Agreement of Jurisdiction
 - #10: Project Profile Form
3. 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 CONTRACTOR awarded the contract.
4. Proposal Bonds with proposal as required.
5. **Original, one (1) copies and one (1) electronic copy** (PDF copy on flash drive) of the proposal shall be submitted.
6. New Contractors entering into an agreement with the County shall be required to also submit a company's **W-9** and completion of the attached Jurisdiction agreement.
7. Contractor has identified or labeled all submitted material they consider "Confidential" or "Proprietary".



REFERENCES

RFP NO.: 20-17

Contractor's Name: _____

Address: _____

Owner/Client Info:

Company: _____

Primary Contact: _____

Title (if known): _____

Address: _____

Phone: _____

Email: _____

Reference #1: Company Name _____

Address _____

Phone Number _____

Contact Name _____ Email _____

Reference #2: Company Name _____

Address _____

Phone Number _____

Contact Name _____ Email _____

Reference #3: Company Name _____

Address _____

Phone Number _____

Contact Name _____ Email _____



Attachment #11

RFP 20-17

General Construction Services – County Wide

BID FORM PRICING – General Construction

Materials Cost plus markup Mark-up _____ %

Regular hourly Labor rate \$ _____

Overtime Labor per hour (Weekends and evenings) \$ _____

Other Charges \$ _____

Projected response time _____ hours

Emergency Contact Name: _____ Phone: _____

(Name of Firm)

(Print Name)

(Signature)

1. Not to exceed federal rate

Note: You may add additional pay categories you expect to use on this contract.