

INFORMATION FOR BIDDERS

CAROLINE COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

RFP# CCDED2023-01

C.1 GENERAL

The County Commissioners of Caroline County are accepting bids (written quotes) for a Preliminary Engineering Report (PER) that focuses on two West Denton, MD areas. Work is generally described as follows:

-Gather data and information on the potential impact of West Denton development on the Town of Denton's water and wastewater systems, including the impact on county services associated with such development

Electronic copies of the RFP, drawings, plans, and bid forms may be obtained by email request to npearce@carolinemd.org or by accessing the County website at the following link: <https://www.carolinemd.org/bids.aspx>. Printed copies of the RFP, drawings, and bid forms may be obtained from the Caroline County Courthouse at 109 Market Street, Denton, Maryland 21629. Refer to RFP# CCDED2023-01.

A pre-bid meeting will be held on **3/21/2023 at 1:00 pm** at the Caroline County Circuit Courthouse 109 Market Street Denton, Maryland 21629. Bidders are strongly encouraged to attend. Questions regarding this RFP should be directed to Debbie Bowden, Caroline County Director of Economic Development at 410-479-4188 or by email at dbowden@carolinemd.org

Proposed Project

West Denton is a non-incorporated area on the west side of the Choptank River connected by the Town of Denton by water access and bridge access. It is considered by some to be prime real estate for commercial and residential development. However, the wastewater system consists of individual septic tanks, and most are failing.

This Infrastructure Study is a preliminary engineering review of wastewater and municipal water needed for sustainable development. The study will inform future funding opportunities and informational studies on the impact of additional development on county services, including schools and public safety, and the benefits of the potential increase in revenue to offset any additional services.

Bidders will gather and analyze data and information and provide a report on the technical capabilities of wastewater and municipal water being constructed across the Choptank River to connect with the Town of Denton services. Refer to C.9 - Scope of Work, for more details.

C.1A MAIL DELIVERY

Bidders are cautioned that bids mailed, shipped express, or hand delivered to arrive the day of the bid opening must be in the offices of the Caroline County Commissioners, County Courthouse, located at 109 Market Street, Denton, Maryland 21629 Caroline County Circuit Court building, located at 109 Market Street, Denton, Maryland 21629, ATTENTION: Nicole Pearce **no later than 10:00 a.m., 3/30/2023**. Bids received later than that time will be returned unopened. Proposals must be mailed, shipped, or hand-delivered to the address provided above.

Late deliveries will not be accepted under any circumstances.

C.2 CHANGES TO BID DOCUMENTS

Changes to bid documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The bid documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him or her of fulfilling any of the conditions of the contract.

C.3 BID INSTRUCTIONS

Bids shall be submitted to the offices of the Caroline County Commissioners, Caroline County Circuit Courthouse, located at 109 Market Street, Denton, Maryland 21629, **ATTENTION: Nicole Pearce BIDS WILL NOT BE RECEIVED AT ANY OTHER LOCATION.** Bids must be received by **no later than 10:00 a.m., 3/30/2023.**

The Statement below shall be prominently displayed on the outside of the sealed bid document.

- **Preliminary Engineering Feasibility Report Work Bid on two areas of West Denton, MD Contract RFP# CCDED2023-01.**

Bidders are strongly encouraged to attend the Pre-Proposal Meeting. The pre-bid meeting will be held on **3/21/2023@ 1:00 pm** at the Caroline County Circuit Courthouse 109 Market Street Denton, MD 21629.

C.4 BID OPENING

All bids will be opened and publicly read by designated County staff at **10:00 a.m., 3/30/2023**, at the offices of the Caroline County Commissioners, Caroline County Circuit Courthouse located at 109 Market Street, Denton, Maryland 21629. Bidders and other interested parties are invited to attend.

C.5 BID COMPONENTS Refer to Proposal

C.6 OMISSION OF SPECIFICATIONS

The omission of a bidder of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications need to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

C.7 BID FORMS Refer to Proposal

All Bids must be made on the required bid forms. Only one (1) original and three (3) copies of the bid form are required. A conditional or qualified bid will not be acceptable. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County, will be considered.

C.8 BID BOND NOT USED

All bids shall be accompanied by a Bid Security in the form of a certified check or bid bond payable to the County Commissioners of Caroline County, for the penal sum of not less than five (5) percent of the

amount representing the bid noted on the standard bidding form. Bid Security will be returned to all bidders upon completion of the Contract Award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after award, or withdrawal of a bid after opening but prior to award, shall result in forfeiture of the Bid Security.

Any Bid Security and related forms and instruments required must be executed and attached to the bid submittal.

C.9 SCOPE OF WORK

The scope of work will consist of the preparation of a Preliminary Engineering Report (PER) to address the water and sewer needs of the two West Denton areas. The PER should thoroughly examine all reasonable alternatives and consider options that will improve cost-effectiveness in the construction and operation of new and existing facilities (e.g., connectivity to the Town of Denton utilities). The PER scope of work is more specifically described in detail in the appropriate guidelines in the RUS Bulletin (United States Department of Agriculture Rural Utilities Service, Bulletin 1780-2, RD-GD-2013-70,) attached as Item.A.

C.10 WAIVER OF TECHNICALITIES

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 51, Code of Public Laws of Caroline County, Maryland.

C.11 CONTRACT AWARD

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

C.12 TAX EXEMPTION

The County is exempt from paying Federal, State, and Local Excise Taxes. We will provide our sales tax exemption number for the materials on the project.

C.13 BASIS OF AWARD

The award of this contract is not based on price alone. Award will be based on the bidder submitting any/all information requested, clarity of bid, and the County's determination of the most favorable bid including but not limited to.

- A. Compliance with specifications.
- B. Compliance with terms of the bid package.
- C. The County's assessment of the Contractor's ability to perform or deliver on time.
- D. Preference is given to local vendors pursuant to the Caroline County Purchasing Ordinance.

C.14 MODIFICATIONS OR WITHDRAWAL OF BIDS

- A. Pre-Opening Modifications or Withdrawal of Bids**

Bids may be modified or withdrawn by written notice received by the Project Manager before the time and date set for bid opening.

B. Disposition of Bid Bond – If a bid is withdrawn in accordance with the above, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Policy – Any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

Treatment – A late bid may not be considered under any circumstances and will be returned to the bidder at the bidder's last known address. Late modifications and late withdrawals will not be considered by the County.

C.15 CONTRACTOR'S ABILITY

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

C.16 PAYMENT TERMS

Payment will be made only for properly approved purchase orders supported by adequate information and details enabling the County to decide that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the periods covered and a detailed listing of all items included in the invoice, which shall be subject to the review of the County.

C.17 PERFORMANCE BOND - NOT USED

The selected bidders shall furnish a Performance Bond in the amount of one hundred percent (100%) of the bid price. The successful bidder shall be required to furnish the bond at the time of execution of the contract. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when the Notice to Award is delivered by the County to the bidder. The Contractor must correct all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year from the date of acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction. There is no notices or conditions precedent to prevent any potential claim and the Surety will not be entitled to investigate the claim and/or provide completion contractors in the event of default or breach. In the event that a suit must be brought against the bond, the venue shall be in a Court of competent jurisdiction in Caroline County, Maryland.

C.18 SUBSTITUTIONS

The material, products, and equipment described in the bidding documents established a standard of the required function, dimension, appearance, and equality to be met by any proposed substitution. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

C.19 ADDENDA

Addenda, if any, will be emailed, mailed, or delivered to all that are known to have received a complete set of bidding documents. Copies of the Addenda will be made available for inspection wherever bidding documents are on file for that purpose. Bid questions will be received until **12:00 noon on 3/24/2023**. Bid questions will not be accepted after this date. Addenda will be issued on or before **3/25/2023** except an Addendum withdrawing the request for bids or one which included postponement of the date for receipt.

C.20 ALTERNATES – NOT USED

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder based on the base bid and alternates accepted.

C.21 CONTRACT DOCUMENTS

The Contract Documents shall include this RFP, Information to Bidders, Bid Forms, the County General Terms and Conditions, the contract, and any other documents which are clearly intended to be a part of this product or service. A copy of the model contract will be provided at the pre-bid meeting.

C.22 CAROLINE COUNTY PURCHASING CODE

Effective April 05, 2014, all County purchases are subject to and to be accomplished in accordance with Chapter 51 of the CPLL. A copy of the new Chapter 51 may be obtained from the Executive Assistant to the County Commissioners, 410-479-0660. The Caroline County Purchasing System is to ensure that the taxpayers of Caroline County receive a full return on the investment of tax dollars; that the Caroline County government operates openly, efficiently, and effectively in public purchasing; those vendors and potential vendors are treated fairly; and that local businesses are given the opportunity to provide goods and services that are both cost-effective and in the County's interest. The County's Purchasing Manual may be viewed here: <https://www.carolinemd.org/DocumentCenter/View/2949/Caroline-County-Purchasing-Manual---Adopted-09-05-17?bidId=>

C.23 BUDGET FUNDING - NON-APPROPRIATIONS CLAUSE

A contract made as a result of this bid will be subject to the appropriation of funding by the County. Because the County is a local government entity, it may enter into multi-year contracts (contracts that require expenditures beyond the current fiscal year) without doing so as issuance of debt with accompanying legislation, by including a non-appropriations clause in a contract. Therefore, notwithstanding any provisions in this document or subsequent contract to the contrary, should the County Commissioners of Caroline County determine not to appropriate funds for the fulfillment of the contract in a fiscal year or portion thereof, the County shall be permitted to terminate its obligation pursuant to the contract upon thirty days written notice to the Contractor.

C.24 PURCHASE ORDER

Payment will be made only for properly approved purchase orders signed by authorized personnel supported by adequate information and details enabling the County to decide that the appropriate level of performance has been reached, including invoices for materials delivered and services performed. Invoices must include the period covered and a detailed listing of the items included

in the invoice, which shall be subject to the review of the County. Invoices shall be submitted in accordance with the schedule outlined in the signed Contract.

C.26 TRADE AND BRAND NAMES

The use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

C.27 NON-DISCRIMINATION

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate based on race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

C.30 RESERVATION

The County reserves the right to increase or decrease quantities and/or projects at its discretion. Price adjustments for changed quantities shall be based upon the difference multiplied by the associated unit price in the executed bid forms.

C.32 PRODUCT LITERATURE

Bidders shall include with their bid submittal literature detailing the make, model, and specifications of the product on which they are bidding, if applicable.

C.33 EXCEPTION TO BID SPECIFICATIONS

Any bidder taking an exception to stated specifications or requirements must make such exceptions clear and in writing, and shall attach such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

C.34 TIME OF DELIVERY

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute the same so that it will be fully completed within the guidelines below. Time is of the essence in the execution of the project. The timeline shall be as follows:

- 3 months: Letter Report
- 6 months: First Draft for review and comment
- 1 year: Final Report

C.35 DEFAULT IN CONTRACTING

Should the bidder to whom the contract is awarded fail or be unable to execute the contract for any reason within seven (7) calendar days after notification of award, then an amount equal to

the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the County as liquidated damages.

C.37 CAROLINE COUNTY ETHICS ORDINANCE

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 33, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 33 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 33) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof.

C.38 CAROLINE COUNTY GOVERNMENT SUBSTANCE ABUSE POLICY

On August 15, 1995, the County adopted the "Caroline County Government Substance Abuse Policy" designated Resolution #95-015 and recorded in the Clerk's Office for Caroline County in Liber 2, Pages 961, 962, 963. This policy MUST be strictly adhered to. Prospective bidders are cautioned to make themselves familiar with the policy.

C.39 INSURANCE

Prior to the execution of this contract, the successful bidder shall submit a "Certificate of Insurance" indicating it carries the specified insurance in the amount specified in this RFP. Coverage shall be maintained throughout the term of the contract.

Required Coverage:

- A. Professional malpractice, negligence, and errors and omission coverage in minimum amounts of \$2,000,000 per event and \$1,000,000 per person.
- B. General Liability – Minimum \$2,000,000
- C. Workers' Compensation Insurance as required by law.
- D. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
- E. The successful bidder will furnish the County with any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

C.40 IMMIGRATION LAW COMPLIANCE

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of the nationality of workers, or otherwise.

C.41 BID NOTICE DISCLAIMER

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. Vendors should rely on the public notices published in eMaryland marketplace and the newspapers of general circulation in Caroline County.

C.42 FEDERAL TAX IDENTIFICATION CERTIFICATE (W-9)

All first-time successful bidders doing business with Caroline County must complete the "Federal Taxpayer Identification Certification W-9" and the Workers' Compensation Commission Sole Proprietor's Status.

C.43 GENERAL TERMS AND CONDITIONS

All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the contract.

C.44 IN- COUNTY PREFERENCE

The County Commissioners reserve the right to show preference to local Bidders in the purchase, lease, or lease-purchase of goods, services, and construction. The amount of preference shall not exceed five (5) percent in purchases up to or equaling \$100,000 and two-and-one-half (2.5) percent in purchases greater than \$100,000. Any In-County Bidder in default on the payment of any County or state tax shall not be eligible to receive preference until all taxes are paid.

C.45 BID/PROPOSAL AFFIDAVIT

All bidders must complete and execute the Bid/Proposal Affidavit.

NOTE: Any gaps in the number sequencing of items in this document are intentional.