

## **INFORMATION FOR BIDDERS**

### **CAROLINE COUNTY DEPARTMENT OF PLANNING AND CODES CAMP MARDELA STORMWATER MANAGEMENT AND WATER QUALITY IMPROVEMENTS**

**RFP# CCDPC2026-02**

#### **C.1 GENERAL**

The County Commissioners of Caroline County are accepting bids (written quotes) for the design and permitting of upland stormwater best management practices and the design and permitting of shoreline best management practices at Camp Mardela on Watts Creek near the town of Denton, Maryland. The practices are intended to improve climate resiliency at the Camp and water quality in Watts Creek, a tributary of the Choptank River.

The County is coordinating the project with the University of Maryland Sea Grant Extension and Envision the Choptank partnership.

Camp Mardela is located next to Martinak State Park, approximately one mile south of Denton and less than a mile upstream of the Choptank River. The Camp comprises 122 acres, including over 2500 feet of marsh and shoreline on Watts Creek. The Camp has served the community since 1948 and is open to anyone, regardless of race, religion, national origin, or physical handicap. The Camp hosts resident camps for children, adults, and families, and its facilities are available for community and special event rentals when camps are not in operation. Camp Mardela employs a year-round staff and corps of approximately 120 volunteers who administer and operate all Camp activities and maintain all facilities and infrastructure at the 122-acre property. The Camp has successfully maintained its own campus since its founding in the 1940s; staff and volunteers have expressed a strong desire for the new practices to blend in with the existing natural, rustic nature of the Camp and have requested practices that are low maintenance.

The project partners have secured project funding from the Maryland Department of the Environment 319(h) Program to address impacts from erosion from stormwater-related flooding in the Camp and along its shoreline.

The scope of work includes providing preliminary and final design and permitting for stormwater and shoreline best management practices at Camp Mardela, including:

- Design of Upland Stormwater Best Management Practices
  - Conduct a survey and create an existing conditions site plan to identify key infrastructure and property boundaries;
  - Identify stormwater drainage patterns;
  - Perform geotechnical testing (soil borings, infiltration tests), if necessary;
  - Create preliminary and final designs of green stormwater practices to address stormwater drainage issues and review with the project team and Camp staff/volunteers. Potential practices can include:
    - Bioretention areas and/or rain gardens
    - Conservation grading/filling
    - Grass swales
    - Downspout redirects
    - Rain gardens
    - Bioswales
    - Rain barrels
    - Impervious disconnect
    - Other practices as recommended by the contractor;
  - Create planting plan for native conservation plantings;
  - Create construction cost estimates for the preliminary and final design plans and the planting

plans.

- The design shall incorporate the findings in the preconstruction monitoring as described below.
- Design of Shoreline Restoration/Protection Best Management Practices
  - Conduct survey, site evaluation, and coastal engineering analysis to create an existing conditions site plan; The survey shall include a minimum of topography and existing site features (structures, visible utilities, vegetation, dock, etc.) from the existing edge of shoreline to approximately 25-50 feet landward. Bathymetric survey with single-beam sonar technology from the existing edge of shoreline to approximately 25-50 feet waterward of the proposed LOD.
  - Create preliminary design plans and final construction drawings of shoreline best management practices and review with the project team and Camp staff/volunteers. Potential practices can include:
    - rock headland structures
    - dune habitat areas
    - marsh creation zones
  - Create construction cost estimates for the preliminary and final design plans.
- Obtain all necessary, local, state, and federal permits for construction, including but not limited to the following:
  - Caroline County Soil Conservation District
  - Caroline County Stormwater Management
  - Critical Area Compliance
  - Joint Federal/State Application for The Alteration of Any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland
  - Notice of Intent if the disturbance is 1 acre or moreNote that the permits may be submitted together or separately, but the total combined disturbance must be used when determining the type of regulations and permits required.
- Conduct preconstruction monitoring for upland practices, including but not limited to the following:
  - Delineate subbasin drainage areas and identify discharge points.
  - Install an automatic water level recorder at each discharge location.
  - Collect water level readings at 5-minute intervals until construction begins.
  - Install a tipping rain gauge bucket in the center of Camp Mardela's overall drainage basin.
  - Establish photographic points and obtain preconstruction photographs for the individual practice locations.
  - Develop a Quality Assurance Project Plan (QAPP) for the monitoring and obtain approval from all necessary, local, state, and federal entities.
  - The monitoring shall start within 1 month after the successful bidder receives the notice to proceed and conclude once construction starts, which is anticipated to start in October 2026.
- The successful bidder shall attend two (2) design phase meetings at Camp: one after the contract has been signed and one following completion of preliminary design. Additional virtual meetings may be scheduled as necessary.
- All contractor work at the Camp is to be coordinated with the Camp Administrator and the Project Manager to avoid conflicts with Camp activities. The contractor is not permitted to work during Camp events unless otherwise permitted by the Camp, and the site must be secured prior to any events.

A critical component of this project is the need for the Contractor to work closely and directly with the project partners and Camp administration before and during design to coordinate the scheduling of all work at the project site. **Throughout the project, the Contractor will provide a minimum of one (1) week's notice of any work to be performed to the Camp Administrator and the Project Manager.** Work at the Camp should be performed efficiently to minimize disruption to Camp residents and staff. Vehicular and pedestrian access to the Camp shall be maintained at all times.

The completed projects shall be aesthetically acceptable, cost-effective, and exhibit pride in the workmanship of the workers who constructed them. Private properties should be restored to conditions equal to or better than the original conditions. All projects shall conform to local, State, and federal regulations.

Electronic copies of the RFP, drawings, plans, and bid forms may be obtained by email request to [npearce@carolinemd.org](mailto:npearce@carolinemd.org) or by accessing the County website at the following link: <https://www.carolinemd.org/bids.aspx>.

Questions about this RFP and/or bid RFIs shall be made in writing and directed to:

**Primary Contact:**

Leslie Grunden  
Caroline County Department of Planning and Codes  
410-479-8105  
[lgrunden@carolinemd.org](mailto:lgrunden@carolinemd.org)

**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, at 109 Market Street, Denton, Maryland 21629 **ATTENTION: Nicole Pearce no later than 10:00 a.m., January 14, 2026.** Bids received later than that time will be returned unopened. Proposals must be mailed, shipped, or hand-delivered to the address provided above.

**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, County Courthouse, at 109 Market Street, Denton, Maryland 21629. **BIDS WILL NOT BE RECEIVED AT ANY OTHER LOCATION.** Bids must be received by no later than **10:00 a.m., Wednesday, January 14, 2026.**

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

**This is a sealed proposal for Camp Mardela Stormwater Management and Water Quality Improvements RFP# CCDPC2026-02.**

**Bidders are required to attend the MANDATORY Pre-Proposal Meeting.** The pre-bid meeting will be held on **Tuesday, December 16, 2025, at 10:00 am** at the Camp Mardela located at 301 Deep Shore Road (King Retreat Center), Denton, MD 21629. After the Pre-Bid meeting, a site walk-through will be held of the central areas of the Camp and along the impacted shoreline area. This is the bidders' opportunity to enter the Camp during the bidding process. Questions regarding this RFP should be directed to Leslie Grunden, Caroline County, MD Dept of Planning and Codes, at 410-479-8105, [lgrunden@carolinemd.org](mailto:lgrunden@carolinemd.org). Bidders shall not enter the Camp at any other time during the Bid process.

**C.4 BID OPENING**

All bids will be opened and publicly read by designated County staff at **10:00 a.m., January 14, 2026,** at the offices of the Caroline County Commissioners, County Courthouse, at 109 Market Street, Denton, Maryland 21629 **ATTENTION: Nicole Pearce BIDS WILL NOT BE RECEIVED AT ANY OTHER LOCATION.** Bidders and other interested parties are invited to attend.

**C.5 BID COMPONENTS Refer to Bid Affidavit**

**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 or service herein stated shall not relieve the bidder from fulfilling those required specifications 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 copy of the bid form is 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 that are specifically requested by the County will be considered.

**C.8 BID BOND**

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 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.10 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 60 days following the bid opening date. The County reserves the right to reject any and/or all bids.

**C.11 TAX EXEMPTION**

The County is exempt from paying Federal, State, and Local Excise Taxes. We will not provide our sales tax exemption number for the materials on the project.

**C.12 BASIS OF AWARD**

The award of this contract is not based on price alone. The 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.
- E. Project Understanding, Project Approach, and Experience of the Team
- F. Schedule and ability to perform on time
- G. Chesapeake Bay Landscape Professional Certification

**C.13 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 – A late bid may not be considered under **ANY** circumstances and will be returned to the bidder at the bidder’s last known address.
- D. Late Withdrawals & Late Modifications - 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.

**C.14 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 the County with all requested information and data for this purpose.

**C.15 PAYMENT TERMS**

Payment will be made only for properly approved purchase orders supported by adequate information and details enabling the County to determine 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.16 PERFORMANCE BOND**

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 any and all defects in material and/or workmanship that 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 are 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.17 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.18 ADDENDA**

Addenda, if any, will be emailed, mailed, or delivered to all who 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 **noon on December 23, 2025**. Bid questions will not be accepted after this date. Addenda will be issued on or **January 6, 2026**, except for an Addendum withdrawing the request for bids or one that includes postponement of the date for receipt.

Addenda, if any, will need to be initialed and included in the completed bid packet.

### **C.19 ALTERNATES**

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 on the basis of the base bid and alternates accepted.

### **C.20 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 that 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.21 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; that vendor 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.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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 the project will be completed by the following deadlines:

Design of upland best management practices: May 15, 2026

Design of shoreline best management practices: October 15, 2026

Preconstruction monitoring for upland practices: 1 month after Notice to Proceed until October 1, 2026

### **C.30 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 lesser of 5% of the bidder's bid amount or the difference between the bidder's accepted bid price and that of the next highest bidder shall be due and owing to the County as liquidated damages. If only one bid is received, the liquidated damages shall be in an amount equal to 5% of the bidder's bid amount. The purpose of the liquidated damages provided for herein is to provide the County with a reasonable measure of compensation for damages anticipated by the breach and not as a penalty.

### **C.31 CAROLINE COUNTY ETHICS ORDINANCE**

By submitting a bid in response hereto, the bidder acknowledges that he/she is familiar with the County's Code of Ethics, CPLL, Chapter 33, and certifies that he/she does not know of any violation of that Chapter, that he/she does not know any conflict of interest which may exist or arise under Chapter 33 if the bidder is awarded a contract, and that he/she 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.32 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.33 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
  - i. This can be a combination of General Liability & Umbrella
- 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.34 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.35 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.36 FEDERAL TAX IDENTIFICATION CERTIFICATE (W-9)**

All first-time successful bidders must complete the “Federal Taxpayer Identification Certification W-9”.

**C.37 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.38 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.39 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.**