

## INFORMATION FOR BIDDERS

### CAROLINE COUNTY DEPARTMENT OF RECREATION AND PARKS

#### TURF MOWING, TRIMMING, EDGING, AND MAINTENANCE LANDSCAPING OF COUNTY PROPERTIES

RFP# CCDRP2024-03

##### C.1 GENERAL

The County Commissioners of Caroline County are accepting bids (written quotes) for the purchase of propane gas to be delivered to various locations described elsewhere in this package. Specifications and standards as contained elsewhere in this proposal.

**THE COUNTY WILL SELECT ONE QUALIFIED CONTRACTOR TO PERFORM ALL OF THE WORK DESCRIBED HEREIN.**

##### C.2 SCOPE OF WORK

- *Grass is to be cut once every 12 to 14 days unless specified otherwise in the site location and description item. Trimming around buildings, backstops, play structures, picnic tables, bleachers, parking islands and bumpers, trees, shrubs and plants, or other obstacles, is a part of the contract.*
- *The required height for cutting grass is 3 inches.*
- *During maintenance, the Contractor shall keep all areas neat and clean. The Contractor will take all reasonable actions to avoid damaging structures, fences, trees, and shrubs. All work will be performed safely by operators, occupants, pedestrians, and vehicles. Failure to operate safely and prudently may result in termination of the contract. All equipment used to perform maintenance under the contract is subject to County inspection at any time. All personnel performing work under the contract must be at least 16 years of age.*
- *Boxed areas of mulch or sand are used around playground climbing toys and slides. The Contractor shall keep sand and mulch free of litter, weeds, wood, and grass. For gravel areas surrounding ball field concession areas, the Contractor shall keep these areas free of litter and weeds.*
- *Upon completion of maintenance, the Contractor shall remove all debris and waste material.*
- *In the event of construction on a contracted area during the contract period, the contract price will be reduced based on a per acre cost per mowing.*
- *The determination of the starting and ending dates for turf mowing and the frequency of cutting during the growing season will be determined by the County in its sole and exclusive discretion. The County will advise the Contractor of any changes.*
- *Prior to mowing, all trash, sticks, and debris shall be removed from the turf areas. Failure to remove trash, sticks, and debris may result in a reduction of up to five (5) percent of the monthly invoice. Repeated occurrences may result in the termination of the contract.*
- *The Contractor shall notify the County of any damage to persons, structures, or landscape caused during maintenance. **The Contractor is responsible for repairing or replacing any damaged property.** If the Contractor fails to repair or replace the property, the County reserves the right to make said repairs or replacement and deduct this sum from the Contractor's invoice.*

- *Grass clippings are to be swept or blown from sidewalks, parking lots, and other paved or concrete surfaces. The Contractor shall exercise reasonable care in ensuring grass clippings are not blown onto vehicles.*
- *All maintenance shall be performed by properly trained personnel using current and acceptable grounds maintenance practices as set forth by the Professional Grounds Management Association. It is the responsibility of the Contractor to ensure all employees behave courteously towards residents. Use of loud, abusive, or indecent language, consumption of alcohol or illegal drugs, failure to use bathroom facilities, traffic violations, willful or negligent damage of County or private property or other unprofessional behavior may be cause for termination of the contract.*
- *County prefers turf mowing to be done during off-peak hours, i.e., Monday through Friday before 4:00 p.m. Elementary school sites should be cut before 9:30 a.m., or after 3:30 p.m. days when schools are in session. Turf mowing and maintenance of the Courthouse should be completed before 8 a.m. Work on weekends or holidays may occur only with the prior approval of the Caroline County Department of Recreation and Parks.*
- *The Contractor will notify the Recreation and Parks Department inspector on the day of each mowing, no later than 8:30 a.m., to report the sites that will be cut that day. The contractor may use the phone, fax, or e-mail for this report.*
- *The Department of Recreation and Parks shall provide the Contractor with a schedule of any events and athletic fields reserved by the public that would interfere with turf mowing or other maintenance.*
- *Use of Non-Selective Herbicides. If the Contractor prefers monthly application of Roundup or similar herbicide to control turf growth around fence areas and plantings, a copy of the contractor's Maryland Pesticide Applicators license (Category - W or 3-T) must be submitted before the execution or extension of the contract. Specific standards for the use of the herbicide will be determined at each park site. Applications are restricted to weather conditions with zero winds.*

### **C.3 LOCATIONS**

#### **NORTH COUNTY SITES**

- N1. Marydel Community Park:** Roughly 8-acre multipurpose athletic field walking path, and playground area. Weekly mowing is required on Disc Golf paths.
- N2. Henderson Community Park:** A 2.3-acre site located east of Henderson, Bee Tree Road, and Mud Mill Road. The park includes a Little League playing field, portable spectator seating, park benches, all metal playground equipment, and two large sandboxes located under selected equipment.
- N3. Marydel Tree Area:** *We will address this at the pre-bid meeting*
- N4. Cedar Lane Senior League Field:** A 5-acre site just outside the Greensboro Town Limits on Cedar Lane. The park includes one ball field, concession stand, spectator seating areas, and a landscaped area beyond outfield limits.
- N5. Day Spring Community Playground:** A 0.4-acre park located on School Street, off Md. Rt. 480, near Ridgely. The park is across from the Day Spring Apartment complex and behind the Caroline Center. The park consists of a playground surrounded by a paved pathway and a small open space grass area.
- N6. Goldsboro Public Works Yard:** Goldsboro, MD, located on the north edge of Goldsboro, Maryland on Maryland Route 311. Public Works storage yard, approximately 1/4 acre of mowing area.
- N7. Ridgely Elementary School Ballfields:** Ridgely Md. Approx. 5.1 acres Located directly behind Ridgely Elementary School

- N.8 Christian Park** Located on Red Bridges Road in Greensboro approx. .25 acres  
**N.9 404 Memorial Park:** *We will address this at the pre-bid meeting*

### **CENTRAL COUNTY SITES**

- C1. Hillsboro Boat Ramp:** A 1/4-acre boat ramp facility along the Tuckahoe Creek, and within Hillsboro Town Limits on Main Street (404 Alt). The site includes a wooden ramp and gravel parking area. Most turf maintenance will be concentrated on steep slopes below State guardrails.
- C2. Lockerman School Field:** A 4-acre lighted Senior League ball field located at the corner of Lockerman and Caroline Streets in the Town of Denton. The park includes a ballfield, spectator seating, concession stand, and batting cage. Also includes an area behind the residence, between Lockerman and Wheeler Parks. Requires weekly grass cutting during peak spring growing season, April to June.
- C3. Denton School Community Park:** A 6.5-acre park located behind Denton Elementary School on Sharp Road. Maintenance includes outfield areas for two (2) Little League Softball fields, trimming turf along the fence, spectator scoreboard, and concession stands for the two Little League ball fields.
- C4. Armory Community Center:** Public grounds surrounding the building are less than 1/4 acre. Facilities are limited to park benches and a picnic table. This must include trimming side alleys and the back of the building. Located on Fourth Street next to St. Luke's United Methodist Church in Denton. Requires weekly grass cutting during peak spring growing season, April to June.
- C5. Caroline Co. 4-H Park, near Williston:** 8230 Detour Road, Denton MD 21629 Located on Detour Road, approximately ¼ mile east of MD Rt. #16, South of Williston, approximately 20 acres.
- C6. Health & Public Services Building Property:** Located at 403 S. Seventh Street, Denton; scope to includes all islands and grassed areas and the rear lot located behind the office complex. Approximately 1/2 acre in size.
- C7. DCT Building Property:** Located at 10502 Greensboro Road, Denton, located on MD Rt. 313, MD Rt. #404 on the ramp, north edge of Denton, approximately 1.0 acre in size.
- C8. 5th & Franklin Street:** Located at 411 Franklin Street, Denton, approximately 0.10 acre in size, located at the corner of 5th & Franklin Street.
- C9. Caroline County Courthouse:** Located at 109 Market Street, Denton, includes the entire Courthouse green, approximately 1/2-acre size. Requires weekly grass cutting during peak spring growing season, April to June.
- C10. Caroline County EMS:** 9391 Double Hills Road, Denton MD, approximately 1 acre to include lawn areas that surround the building and sidewalk areas.
- C11. Caroline County EMS** (in the back)
- C12. Caroline County Sheriff's Department:** 9305 Double Hills Rd, Denton, MD 21629

### **SOUTH COUNTY SITES**

- S1. Fluharty/Webb Historic Cabin:** Located on Grove Road approximately one mile from Route 16 south of Harmony (north of Jonestown). This facility consists of one acre surrounding the historic cabin, and one outbuilding. Extensive tree planting throughout the site. Map #4
- S2. Dickerson Tomb:** located at the intersection of Rt. 16 and Auction Road, the park is a historical marker with several large shrubs and minor slopes. Less than 1/10 acre in size. Map #4

- S3. Colonel Richardson Tomb & Gilpin Point Park:** Located off Gilpin Point Road (northwest of Harmony) on Holly Park Drive, a small county road serving subdivision. This is a historical marker containing a small monument bordered by fencing. Including the parking lot and park area Map #4
- S4. Ganey's Wharf Boat Ramp:** Located off Gilpin Point Road, at the end of Ganey's Wharf Road, the 1-acre parcel includes a boat ramp, parking and picnic facilities, and a fishing pier. The turf area is less than 1/10 of an acre. This must include trimming of the fencing border on the parking lot side of the adjoining property.
- S5. Ganey's Wharf House:** Located off Gilpin Point Road, at the end of Ganey's Wharf Road next to the Ganey's Wharf Boat Ramp. Property is approximately 1.2 acres
- S6. Harmony Community Park:** Located on Route 16 in Harmony, this 3-acre park consists of a softball field, small playground, and a parking area.
- S7. Federalsburg Elementary School Baseball Fields:** Located at the intersection of Railroad and University Avenue in Federalsburg, the park includes two little league and one T-ball field, permanent spectator seating, perimeter fencing, and concessions stand. Maintenance includes outfields, perimeter fence lines, and all common areas surrounding fields beyond the parking area established for public schools.
- S8. Jonestown Community Park:** Located on Route 16 in the village of Jonestown, this is a one-acre playground. Mowing includes the open space area in a rear section of the park, and the corner lot that connects to Nelpine Road and includes approximately 2 acres. This site includes some bush hog work to be completed when directed.
- S9. Jonestown Water Plant** 4385 Klein St, Preston MD 14,809 sq ft
- S10. Clark Harrison Memorial Park:** Located off Nobel Ave in Preston three little league fields, one T-ball tennis court, and a picnic area - 5 Acres
- S11. Choptank Marina:** Located off Water Street in the Village of Choptank, .50 acres around Comfort Station and public beach.
- S12. Federalsburg EMS Building:** Located off University Ave., .50 acre

Electronic copies of the RFP 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> . Printed copies of the RFP and bid forms may be obtained from the Caroline County Department of Finance at 109 Market Street, Denton, Maryland 21629. Refer to RFP# CCDRP2024-03.

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

Primary Contact:  
 Mark Lasocha  
 Recreation and Parks  
 410-479-8137  
[mlasocha@carolinemd.org](mailto:mlasocha@carolinemd.org)

**C.1B 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, **located at 109 Market Street, Denton, Maryland 21629, ATTENTION: Nicole Pearce no later than 1:00 p.m., 2/29/24.** 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, **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 1:00 p.m., 02/29/2024.**

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

### **TURF MOWING, TRIMMING, EDGING, AND MAINTENANCE LANDSCAPING OF COUNTY PROPERTIES**

**RFP# CCDRP2024-03**

## **C.4 BID OPENING**

All bids will be opened and publicly read by designated County staff at **1:05 p.m., 02/29/2024,** at the offices of the Caroline County Commissioners, **109 Market Street, Denton, Maryland 21629, ATTENTION: Nicole Pearce.** Bidders and other interested parties are invited to attend.

## **C.5 BID COMPONENTS**

Prospective bidders are given the opportunity to submit bids for the total bid products.

## **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 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 one (1) 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 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 INTENTIONALLY LEFT BLANK**

**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, to sign 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 a 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 under the Caroline County Purchasing Ordinance.
- E. Evaluation Method:
  - 1. COST – 40% OF SCORE
  - 2. CONTRACTORS CAPACITY TO DO WORK – 30% OF SCORE
  - 3. CONTRACTORS EXPERIENCE, REFERENCES FOR SIMILAR WORK – 30%

**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 make a determination 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 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 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 is 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 02/20/2024**. Bid questions will not be accepted after this date. Addenda will be issued on or before **02/23/2024** except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt.

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

**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 on the basis of 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 that are clearly intended to be a part of this product or service.

**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 a multi-year contract (contracts which require expenditures beyond the current fiscal year) without doing so as an 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 on the basis of 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 same so that it will be fully completed within 365 calendar days. Subsequent awarded years will be based on 365 calendar days of completion.

**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. General Liability – Minimum \$2,000,000
  - a. This can be a combination of General Liability & Umbrella
- B. Workers' Compensation Insurance as required by law.
- C. 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.
- D. 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.

<https://www.carolinemd.org/DocumentCenter/View/2949/Caroline-County-Purchasing-Manual---Adopted-09-05-17?bidId=>

**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.**