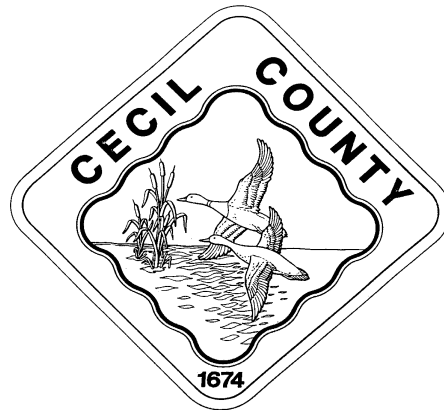


CECIL COUNTY GOVERNMENT
CECIL COUNTY SHERIFF'S OFFICE
CECIL COUNTY DETENTION CENTER

REQUEST FOR PROPOSAL
RFP 13-05

REQUEST FOR PROPOSAL:
KITCHEN EQUIPMENT MAINTENANCE



Cecil County Government

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I. PURPOSE:

Cecil County Government, Cecil County Sheriff's Office, Cecil County Detention Center is requesting proposals for complete maintenance of the Detention Center kitchen equipment. The scope of work will include the materials, manpower and supplies needed for the maintenance and repair of listed equipment (See Page. 30) along with on-call response during any equipment failure.

The County will be looking for a contractor having qualifications and specific experience in the successful completion of this type of work and submits a proposal providing the "**Best Value**" as determined by the County.

II. OBJECTIVE:

The objective of this RFP is for Cecil County Government to select a Respondent to complete the work as specified within all final executed contract documents. It is the intent of Cecil County Government to execute an agreement with the most qualified provider that presents an economically viable proposal.

The composition of the Respondent's team or team configuration shall be clearly defined and stated with the proposal. The past experience and qualifications of the team shall be detailed in the proposal. The County strives for the best and most qualified contractor and encourages the use of local contractors.

All proposals shall be delivered in two separate packages with one package containing the contractors' qualification to complete the project including proposed schedules and listing of required maintenance. The second package shall contain the completed project cost detailing all costs of maintenance, repairs and parts. The contractor shall be selected according to **Best Value** as determined by a County Selection Committee.

III. INQUIRIES:

All inquiries, questions, etc. concerning the RFP shall be forwarded to Katie O'Connor, Purchasing Assistant by e-mail to koconnor@ccgov.org or call 410-996-5396 or mail requests to Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating Proposers as soon as possible. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

IV. METHOD OF SOURCE SELECTION:

Cecil County Government is required to adhere to the Code of Cecil County, Section 183; Purchasing, concerning good public purchasing practices. All available information may be reviewed on the Cecil County Government website (www.ccgov.org). Additional requirements are attached to the RFP requiring adherence to all Federal, State and local Regulations.

V. PROPOSAL SUBMITTAL REQUIREMENTS:

PROPOSAL

Prospective packages shall be submitted in sealed envelopes clearly marked in the lower left-hand corner "**RFP 13-05 "Kitchen Equipment Maintenance"**" no later than **1:30 p.m. on September 27, 2012**. No proposal will be accepted after 1:30 p.m. and all proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921. All material submitted will become the property of Cecil County Government and the only information available at the proposal opening will be the names of Proposers submitting proposals. No facsimile of proposals will be accepted.

A **Mandatory Pre-Proposal** meeting will be held at the Cecil County Detention Center Conference room, 500 Landing Lane, Elkton, MD 29121 on **September 4, 2012 at 9:00 a.m.** It is requested that Respondents prepare their questions in writing and submit them to the Purchasing Agent prior to the conference. A site visit may be completed after the Pre-Proposal meeting. Additional site visits, the vendor shall contact the Cecil County Detention Center at 410-996-5828, Lt. Val Goodley.

VI. EXAMINATION OF SITE AND DATA.

Before submitting proposals, prospective Proposers shall carefully examine the Proposed Contract Documents, inspect the current equipment, 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 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 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.

VII. NON-RESIDENT CONTRACTOR NOTIFICATION:

At the request of the Maryland State Comptroller of the Treasury, a list of all Non-Resident Contractors awarded a contract **for the improvement of real property** in the amount of \$500,000 dollars or more and all Non-Resident sub-contractors that equals or exceeds \$50,000 or reasonably can be expected to equal or exceed \$50,000 **shall** be forwarded by the Cecil County Government to the Maryland State Comptroller of the Treasury, Compliance Division, 301 W. Preston Street, Room 407, Baltimore MD 21201. The notification shall be forwarded by the Cecil County Government once the "Notice to Proceed" is sent and shall include the following information:

- Type of Project
- Site Address
- Contractor's Name and Address
- Contracted Amount
- Date of the Contract

- "Non-Resident Contractor" is defined as a contractor that does not maintain a regular place of business in the State of Maryland.

- "Regular place of business" is defined as: 1) a bona fide office, other than a statutory office, 2) a factory, 3) a warehouse, or 4) any other space in this state, which a person is doing business in its own name in a regular and systematic matter and that is continuously maintained, occupied and used by the person carrying on its business through its regular employees regularly in attendance.

VIII. DETERMINATION OF RESPONSIBILITY:

CERTIFICATION OF PROPOSER'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 Proposer's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All Proposers 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: **Kitchen Equipment Maintenance**
2. Contract No.: **RFP #13-05**
3. Name of Proposer: _____
4. **State of Maryland Construction Firm License No.:** _____
5. Business Address: _____

6. When Organized: _____
7. Where Incorporated: _____
8. **Foreign Business No.:** _____
9. Has the Proposer paid any sales tax on the equipment to be used on the project?
Yes _____ No _____
10. If so, at what rate was the sales tax paid? _____
Percent to State of _____
11. How many years has the Proposer been engaged in this business under your present firm name?

12. Have you ever refused to sign a contract at your original RFP/Bid?
Yes _____ No _____
13. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
14. Will you, upon request, furnish any other pertinent information that Cecil
County Government may require? Yes _____ No _____
15. Does your business maintain a regular place of business in the State of Maryland (Resident) _____
or would your business be considered Non-Resident _____?
16. Has the Proposer or firm ever been disbarred, suspended or otherwise prohibited from doing work
with the federal government. Yes ____ No ____
(If yes, explain _____)

With the submission of this certification, the Proposer thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this _____ day of _____, 2012.

(Name of Proposer)

By: _____

Title: _____

IX. PROPOSER 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)

X. SCOPE OF WORK:

GENERAL CONCEPTS

The following general minimal requirements shall be used to formulate the Proposer's proposal:

A. PROJECT DESCRIPTION

The County seeks to contract with a firm to complete the following specified work:

- The vendor shall provide experience and references pertaining to the type of work and equipment listed within this proposal
- A complete list of equipment is found on page 30 of this package "Food Service Equipment."
- The vendor shall list all required/necessary maintenance for each type of equipment on the listing and frequency of the maintenance.
- The pricing provided shall address all of the listed maintenance items along with hourly rate for repairs, to include early mornings (before 8am), late evenings and weekends and holidays along with parts cost differential.
- Response time for repairs shall be as quickly as possible or a minimum of 3 hours from time of notification of required repairs.
- All replacement parts shall be new parts unless approval is given prior to installation.

Contractor is responsible for adherence to any local zoning and/or permitting requirements.

B. ADDITIONAL REQUIREMENTS:

1. The proposal does not **require** the use of MBE/DBE certified contractors or local contractors; although, it is highly encouraged to solicit and utilize these resources during project construction.
2. All waste generated during the project shall be disposed of properly by the contractor.
3. The proposal package shall include the original proposal and two (2) copies of all information.
4. The term of contract shall be for a minimum of 2 years with the option to renew the contract for an additional 2 year term. The cost for the initial contract shall remain as proposed. Requested price increases for the renewal of the contract may result in contract termination and re-bid of the contract.

5. All scheduled maintenance and equipment repair visits shall be coordinated with pre-determined personnel prior to access within the facility.
6. Technicians may be required to provide personal information for background checks prior to authorization for entry within the facility.
7. Technicians shall provide proper company identification upon arrival for entry into the Detention Center facility.

XI. CONSTRAINTS ON THE SUCCESSFUL OFFEROR:

WARRANTY

The PROPOSER shall warrant all work and shall guarantee to satisfactorily meet the County's requirements. The PROPOSER shall provide all warranty information as part of their proposal.

PROPOSER'S RESPONSIBILITY

It shall be the PROPOSER'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 proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the PROPOSER of his responsibility to perform such work.

ANNULMENT OF CONTRACT

Should the PROPOSER fail to fully satisfy the customer, 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 PROPOSER 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 at the County's convenience.

APPROXIMATE QUANTITIES

The PROPOSER's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the PROPOSER but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are 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. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the PROPOSER, in making up and/or submitting his proposal or proposal relies upon the accuracy of said estimated quantities, does so at his own risk.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

XII. PROPOSER PERSONNEL 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 PROPOSER, for themselves, their assignees and successors in interest, agrees to comply with all federal, state, and local nondiscrimination regulations.

SUBLETTING OF CONTRACT

The PROPOSER shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the County. When consent is given, subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted without County authorization. Where Sub-Proposers are used, PROPOSER shall submit all insurance information for all Sub-Proposers and encourages the use of local contractors.

RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the PROPOSER 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 or proper functioning of the equipment, it shall be included by the Proposer without extra payment.

XIII. RESPONSIBILITIES OF THE ORGANIZATION:

INSPECTION

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for completion of the Master Plan.

XIV. AGREEMENT OF TERMS AND CONDITIONS:

PROPOSAL

Made this _____ day of _____, 2012. Business
Address _____

The PROPOSER 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 materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus and means for performing the work within the prescribed time.

In the case of firms, the firm's name must be signed and subscribed to by at least one 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.

METHOD OF PAYMENT

A Purchase Order will be sent to the contractor upon award of the contract. All payments will be remitted within thirty (30) days (net 30) upon receipt of an invoice

All invoices shall be submitted to: Cecil County Detention Center
500 Landing Lane
Elkton, MD 21921

All invoices shall be reviewed and approved by a Contractor Representative and the County's Representative before submission.

CLAIMS

Should the PROPOSER believe that it is entitled to any additional compensation; the PROPOSER shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses or delays.

BREACHES AND DISPUTE RESOLUTION

-Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Cecil County Government's Board of County Commissioners. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Cecil County Government's Board of County Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Cecil County Governments Board of County Commissioners shall be binding upon the Contractor and the Contractor shall abide be the decision.

-Performance During Dispute - Unless otherwise directed by Cecil County Government, 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 of damage.

-Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cecil County Government 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 Trail: The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.

Costs and Attorney Fees: In the event of arbitration by any of the parties to enforce the terms of this Agreement, the prevailing party in the action shall be entitled to reasonable and necessary attorneys' fees, court costs, arbitrator fees, witness fees and all expenses of suit. The reasonableness and necessity of attorneys' fees, costs, witness fees and expenses, will be determined by the arbitrator.

-Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Cecil County Government, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

PERMITS

All required permits shall be obtained and paid for by the PROPOSER, except those listed below which have been obtained by the County and are hereby made a part of this contract. The County currently has all required permits, but the contractor is responsible to ensure all required permits are obtained, approved and current.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (Cecil County Government/designated location/s). No additional charges shall be allowed for packing, packages or partial delivery costs. By submitting their quote, all Proposers 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 shall be used, except as otherwise specified herein.

**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**

11-214 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.

11-221 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 of 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).

11-303 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.

XV. INSURANCE REQUIREMENTS:

All vendors or contractors who perform any type of work or service on Cecil County Government property or in areas where the County is responsible or liable must maintain such insurance coverage(s) as determined by the County to protect the County's interest(s). The following coverage and amount are generally required, but the County reserves the right to modify these requirements at its discretion or reject any insurance policies which do not meet these criteria.

- General Liability Insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding or limiting products/completed operations, contractual liability or cross liability. The County must be named insured and a certificate of insurance must be provided.
- Workman's Compensation Insurance at minimum Maryland Statutory Limits.
- Business Auto (includes trucks) Liability insurance not less than \$1,000,000 per occurrence for all leased, owned, non-owned and hired vehicles when vehicles are utilized to perform the work or services required by the County.

The Contractor shall provide a "Certificate of Insurance" naming Cecil County Government 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 generally applicable and required for each contract involving professional or technical services as defined in section 183-3 of County Code. This includes, but is not limited to services provided by accountants, architects, actuaries, engineers, lawyers and physicians.

All contractors performing services for the Cecil County Government are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation.

XVI. BONDING REQUIREMENTS:

CERTIFIED CHECK OR PROPOSAL BOND

- (a) No proposal will be considered unless accompanied by a certified check or an acceptable bid bond of the Proposer or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, payable to the order of the Board of County Commissioners of Cecil County, for **Two Thousand Dollars**, which will be forfeited to the Board as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

(b) The certified check and/or proposal bonds or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, of all except the two (2) selected PROPOSERs shall be returned after the Contract is awarded; and, the checks of the selected PROPOSERs shall be returned after the proper execution of the Contract Documents with the selected PROPOSER.

(c) If the selected PROPOSER shall fail to execute the Contract Documents as specified, he shall forfeit the proposal bond or certified check or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County as liquidated damages and the Contract may be awarded to the second selected PROPOSER as specified in the paragraph entitled **METHOD OF AWARD**.

XVII. INSTRUCTIONS FOR PROPOSAL:

Proposal shall be submitted in a sealed envelope addressed to:

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

The PROPOSER's name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The PROPOSER shall submit minimally one (1) original and two (2) copies of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County Government.

XVIII. 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.

XIX. PROPOSAL DEADLINE:

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 PROPOSER neglects or fails to work continuously on all acceptable working days, the Commissioners' of Cecil County through the Cecil County Administrator and Cecil County Sheriff's Office may terminate the Contract and use any method that they deem necessary to complete the Contract.

XX. 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 Cecil County Purchasing Office, Katie O'Connor, 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 shall be made in writing (addendum) and all parties who have received the RFP shall receive the addendum. Offerors 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.

XXI. 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 offeror, must be included in the proposal.

XXII. PROPOSALS AND PRESENTATION COSTS:

The Cecil County Government, or its agencies, is not liable in any way for any costs incurred by the offerors 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.

XXIII. REJECTION OF PROPOSALS:

The Cecil County Government, 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 offeror determined to be non-responsive in accordance with the Code of Cecil County, Section 183 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

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

XXIV. 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.**

XXV. REQUESTS FOR CLARIFICATION:

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

XXVI. VALIDITY OF PROPOSALS:

All proposals shall be valid for one hundred and 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 and 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 Respondent and Cecil County Government.

XXVII. PROPOSAL SUBMITTAL FORMAT:

Offerors must include the following information in their proposal and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page:

1. Package One; Qualification Package:

(a) Cover Letter: Response should contain a letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

(b) Table of Contents.

(c) Executive Summary: A maximum of one (1) to two (2) pages of single spaced information providing a high-level description of the offeror's ability to meet the requirements of the RFP.

(d) Description of Relevant Experience and Qualifications: Details of qualifications of the offeror's operations and staff regarding requested goods and services. If the respondent is not a single entity, the details of the partnership, joint venture, etc. shall be described, including the organizational structure of the team.

(e) Technical Proposal: Offeror's business plan to meet the technical requirements of the RFP must be included in this section.

(g) Attachments: Additional information, which the offeror feels will assist in the evaluation should be included. Other attachments may be Proof of Insurance, Proposal Bid Bond, Equal Opportunity Employer Affidavit and other required information.

2. Cost Submittal Package; all and/or any material providing or describing cost.

XXVIII. PROPOSAL COST SHEET:

RFP: 13-05: Kitchen Equipment Maintenance

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

BUSINESS ADDRESS: _____

TELEPHONE # _____ **CELL PHONE #** _____

CONTACT PERSON: _____

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

PROPOSAL FORM: Cecil County Government.

For all materials, labor and any other incidentals necessary to complete this contract as specified herein.

PRICING: The vendor shall develop and submit the required maintenance information and costs as specified within the Scope of Work as a separate attachment.

The attached proposal is accepted and hereby ratified and confirmed by the Sheriff of Cecil County for the purchase of "Kitchen Equipment Maintenance" this ____ day of _____, 2012.

Barry A. Janney, Sr.
The Sheriff of Cecil County

The attached proposal is accepted and hereby ratified and confirmed by the Board of County Commissioners of Cecil County for the purchase of Kitchen Equipment Maintenance this ____ day of _____, 20__.

James T. Mullin
President, the Board of County
Commissioners of Cecil County

XXIX. EVALUATION OF PROPOSAL AND AWARD:

METHOD OF AWARD

- (a) The County reserves the right to reject any or all proposals.
- (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.
- (c) If the Proposer 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 the second selected Proposer or the County may reject the entire proposal as their interest may require.

BASIS OF AWARD

The Contract may be awarded to the selected responsible Proposer whose proposal complies with all the requirements prescribed and considered **Best Value** to the County as interpreted by the review 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 proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest Proposer, unresponsive proposal or proposal obviously unbalanced may be rejected. The County also reserves the right to negotiate further with one or more of the Proposers as to any features of their bids 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 the Cecil County Government.

The County has the right to award the project to multiple vendors and all contracts and/or quantities are contingent on budgeting constraints.

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 Cecil County Government. All reasonable efforts will be made by the Cecil County Government to avoid prejudice to any Respondent.

MANDATORY REQUIREMENTS

All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. Respondents shall supply a letter stating that their team meets these requirements. All information that is specifically requested is considered to be a mandatory requirement.

TECHNICAL AND FINANCIAL EVALUATION

A one-step evaluation process will be conducted wherein the technical and financial proposal will be evaluated at the same time. The technical and financial proposals shall be submitted in separate envelopes within the same proposal.

After determining compliance with the mandatory requirements and considered responsive to this proposal, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. Respondents judged not to be responsible or Respondents whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified.

Discussions and oral presentations **may** be held with those qualified Respondents or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the proposal evaluation, finalists will be selected for final negotiation of best and final offer.

ORAL PRESENTATION

As indicated above, discussions and oral presentations **may be held**. If Oral Presentations are required, the selected finalists/contractors will be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County Government to meet the Respondents key personnel
- To allow the Respondents to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Respondent will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation.

Upon completion of the oral presentations, the Cecil County Government will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

EVALUATION

- A. Evaluation 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:
- Experience - References - Meeting Proposal Requirements - Cost
 - Schedule - Warranty - Use of local contractors

B. The primary evaluation will be completed by an evaluation committee consisting of selected Cecil County Government officials; Purchasing Agent is not a voting member of the committee. They 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 Government 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. After considering the factors set forth in this RFP and the responsible proposals, the committee will make recommendations for award of this contract to the Respondent whose proposal is determined to be the most advantageous (Best Value) to Cecil County Government.

FINAL SELECTION

Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the Cecil County Board of County Commissioners for the award of the contract to the responsible Respondent whose proposal is determined to be the most advantageous to Cecil County Government, considering both technical and financial factors as set forth in the RFP.

SCHEDULE OF EVENTS

The following is a proposed schedule of events in the selection of the Respondent to complete the project according to the specifications within this RFP:

- | | |
|---|---|
| 1. Solicitation Released | 5. Oral Presentations (if required) |
| 2. Pre-Proposal Meeting | 6. Executive Summary (Three (3) days
after presentation) |
| 3. Proposal Due Date | 7. Final selection and Commissioners
approval |
| 4. Committee Selection of qualified
& responsive respondents | |

DISCUSSIONS

- A. 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.
- B. 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.
- C. 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 Government. During the RFP process, Price Negotiation 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.

XXX. TERM OF CONTRACT

The term of the contract shall be from the date of “**Notice to Proceed**” through the time as determined through final negotiations and as agreed upon within the awarded Contractor’s “Best & Final Proposal”. Additionally, the Contractor is obligated to perform the services as agreed upon within the RFP proposal, which the Cecil County Government requires in its operation.

XXXI. NOTICE TO PROCEED

A **Notice to Proceed** will be sent Certified Mail to the PROPOSER by the Cecil County Purchasing Office. Proposers shall proceed within ten (10) calendar days after receipt of such notice. **Failure to proceed within the ten (10) calendar day period may result in The Board of County Commissioners of Cecil County terminating the Contract Agreement.**

XXXII. PROPOSAL PROTEST

Any party who feels the proposal process has 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 183, Purchasing, section 183-22 Bid Protest. These guidelines are available upon request at the Purchasing Office or on the Cecil County Government 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 dpyle@ccgov.org.



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



Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County Government, 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 #13-05: "Kitchen Equipment Maintenance"** except that the Organization shall not be responsible to Cecil County Government on indemnity for damages caused by or resulting from Cecil County Government'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

PROPOSER RFP CHECKLIST

The following is a tentative checklist to assist the PROPOSER in verifying minimal required information is provided at the RFP opening. It remains the PROPOSER'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 Certification of Proposer's Qualifications & Certification and attached applicable **copies of required license**.
3. Completion of pages requiring information to include signatures and notary seal.
4. A copy of a Certificate of Insurance naming Cecil County Government as an "Additional Insured" and showing all information of required Liability and Worker's Compensation insurance shall be provided by the PROPOSER awarded the contract.
5. Proposal Bonds with proposal.
6. Completion of Cost Proposal Sheet and all additional cost information provided in separate package (Package #2).
7. Indemnity/Hold Harmless Agreement must be signed and provided as part of the proposal package.

**Cecil County, Maryland
RFP No. 13-04**

REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County Government, Cecil County Sheriff's Office, Cecil County Detention Center for completion of proposal submittal for RFP 13-05: "Kitchen Equipment Maintenance" as described in the proposal package will be received from qualified PROPOSERS at any time and up to **1:30 p.m. on September 27, 2012** at the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921.

The scope of work will include the supply of materials, manpower and supplies needed for the maintenance and repair of the attached listing of Kitchen Equipment (Page 30; Equipment Listing). The County will be looking for a contractor having qualifications and specific experience in the successful completion of this type of construction and submits a proposal providing the "**Best Value**" as determined by the County.

A **Mandatory Pre-Proposal** meeting will be held in the Cecil County Detention Center Conference Room, 500 Landing Lane, Elkton MD, 21921 on **September 4, 2012 at 9:00 a.m.** A site visit shall be conducted immediately following the Pre-Proposal meeting. Additional site visits shall be coordinated with the proper personnel at the Detention Center. Proposal packages are provided on the Cecil County Purchasing web-page (<http://www.ccgov.org>) as a .pdf document for all vendors to download at no charge. Electronically submitted proposals will not be accepted.

All vendors wishing to submit a proposal should obtain an original set of documents (digital or hard copy) from the Cecil County Purchasing Department. If you choose to download the package from the website, you shall notify the Purchasing Office via e-mail or phone. Not meeting this requirement may result in your proposal being considered as non-responsive. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents or have obtained an electronic copy from the Purchasing Office. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County website. Vendors obtaining electronic copies of the proposal documents from outside the Purchasing Office will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.

The Board of County Commissioners of Cecil County reserves the right to reject any or all proposals and to waive technicalities. All proposals are based upon budgetary constraints.

The Purchasing Office will provide vendor lists on the Cecil County web-site (www.ccgov.org) for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

The Board of County Commissioners of
Cecil County

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Government

**CECIL COUNTY DETENTION CENTER
FOOD SERVICE EQUIPMENT**

1. Hobart CLPS66E+BU Cle Series Warewasher S/N: 851075729
2. Hobart Legacy HL200-1STD Mixer – 20 Qt. S/N: 311438853 (ML-134289, ML-134457, ML-134455)
3. Hobart Legacy HL600C-1STD Mixer – Correctional – Ptd S/N: 311438650 (ML-134317, ML-134342, ML-134318)
4. Hobart Garbage Disposal Model FD3/125+BU 1.5Hp Disposer S/N: 271190177
5. Berkel Deli Slicer Machine X13 S/N: 371000608
6. Vulcan 948RX-SEFSAA 48” Gas Griddle S/N: 658081093
7. Bally PLY2DF Walk In Freezer S/N: 10070201
8. Bally Walk In Cooler S/N: 100702002
9. Manitowoc B970SD1802A Ice Machine S/N: 110975092
10. True Rolling TMC49 Refrigerator S/N: 7020882
11. Garland M44R 4 Burner Stove S/N: N02644
12. Garland MCOGS20S Garland Front Top Oven S/N: N02743
Front Bottom Oven S/N: N02742
13. Garland MCOGS20S Garland Back Top Oven S/N: N02645
Back Bottom Oven S/N: N02642
14. Victory HS1D7EWPTHD Hot Box S/N: M03905
15. Victory RS1DS7EWPTHD Cool Box S/N: M03904
16. APW Steam Table Model # TM-90DUL
Right Serial # 8035211012053
Left Serial # 803521012012
17. Two Victory Steam Kettles