

## REQUEST FOR PRICE PROPOSALS

Interested Contractors

**RE: Little Grove Creek, Winders Property, Grassed Waterway and Cattle Walkway**

Dear Interested Firm,

The Washington County Soil Conservation District (WCSCD) is requesting price proposals for construction services for installation of a grassed waterway and cattle walkway in Washington County, MD. The project is located at 12633 Unger Road, Smithsburg, MD 21783. The project is funded from three sources, the Maryland Agricultural Water Quality Cost Share Program, USDA Environmental Quality Incentives Program (EQIP) and the remaining funding is being provided by the WCSCD from a Federal Clean Water Act Section 319(h) grant. The successful contractor will be paid directly by WCSCD who will seek reimbursement from the funding sources.

This is a Federal and State grant funded project to be competitively bid by the WCSCD.

### Proposal Schedule

A. Request for Proposal Issued	08/04/2017
B. Pre-Proposal Meeting	08/23/2017 at 10:00 a.m.
C. Pre-Bid Questions Due	08/28/2017 by 2:00 p.m.
D. Price Proposals Due	09/06/2017 by 3:00 p.m.
E. Public Bid Opening	09/06/2017 at 3:05 p.m.
F. Anticipated Award and Notice to Proceed	09/11/2017

The explanation above, the Scope of Services below, and all subsequent addenda, will be the basis of payment to the successful bidder. Only those tasks which are performed shall be invoiced for reimbursement.

**The Pre-Proposal Meeting will be on-site at 10:00 a.m., August 23, 2017 at the project site, located at 12633 Unger Road, Smithsburg, MD 21783.**

### Scope of Services/Requirements

1. Installation of a 20' x 20' concrete, heavy use area, concrete cattle walkway and stone geotextile cattle walkway, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Heavy Use Area Walkway Code 561, State and Local guidelines and regulations, the attached plans and conservation practice standard. This installation will include removal of unsuitable earth and animal waste from the area receiving the heavy use area and the cattle walkway and replacement to acceptable grades with suitable soil and or stone.
2. Installation of a Grassed waterway with a parabolic rock outlet, in accordance with the USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Grassed Waterway, Code 412, State and Local guidelines and regulations, the attached plans, and conservation practice standard.
3. Installation of 480 feet of 5-strand, high tensile fence, 2 wires electrified, with 20' post spacing, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard

for Fence, Code 382, State and Local guidelines and regulations, the attached plans, and conservation practice standard.

4. Accomplish seeding, liming, fertilizing and mulching of all disturbed areas, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Critical Area Planting, Code 342, State and Local guidelines and regulations, the attached plans, and conservation practice standard.
5. Partial funding for this project is provided by a grant utilizing funds from Section 319(h) of the Clean Water Act. If the Contractor intends to let any portion of the required work to subcontractors, they must make, affirmative, good faith efforts, to involve Minority, Women, and Disadvantaged Business Enterprises (DBE's) as outlined below and provide documentation of the good faith effort to the District:
  - a. Ensure DBE's are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBE's on solicitation lists and soliciting them whenever they are potential sources.
  - b. Make information on opportunities available to DBE's and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE's in the competitive process, including whenever possible, posting solicitations for a minimum of thirty (30) calendar days before the closing date.
  - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's, including dividing total requirements when economically feasible into smaller tasks or quantities, to permit maximum participation by DBE's in the competitive process.
  - d. Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance of the Maryland Department of Transportation (MDOT). MDOT is designated as the primary agency within Maryland for listing and certifying DBE's.
  - f. Bidders must comply with attachment C-5 federal requirements regarding DBE's.

## **Deliverables**

1. Installed 20'x20' concrete, heavy use area, concrete cattle walkway and stone geotextile cattle walkway, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Heavy Use Area Walkway Code 561, State and Local guidelines and regulations, the attached plans, and conservation practice standard.
2. Installed Grassed waterway with parabolic rock outlet, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Grassed Waterway, Code 412, State and Local guidelines and regulations, the attached plans and conservation practice standard.
3. Installed 480 feet of 5 strand, high tensile fence, 2 wires electrified, with 20' post spacing, in accordance with USDA, Natural Resources Conservation Service (NRCS) Practice Standard for Fence, Code 382, State and Local guidelines and regulations, the attached plans, and conservation practice standard.
4. All conservation practices and ancillary disturbed areas are stabilized in accordance with the attached plans, and practice standards.

5. WCSCD personnel will be on site during construction to check grades, materials and compliance with the Conservation Practice Standards and will prepare As-Built drawings upon completion.
6. Concrete testing is not required for this project. The contractor will provide concrete load tickets for WCSCD records and to verify the concrete meets the requirements of the plans and Conservation Practice Standard.
7. **Contractor will provide an itemized invoice indicating individual prices and quantities for all items. Invoice must be provided to WCSCD no later than 11/01/2017**

### **Work Schedule**

**Work on the project must begin by 09/25/2017 and be completed no later than 10/16/2017.**

The scope of work specified herein is an outline of the tasks. The contractor is responsible to determine the necessary hours required to complete each task successfully to complete the project within the Work Schedule.

Should the contractor believe additional task(s) are necessary to achieve a complete project such tasks shall be brought to the WCSCD's attention during the question period described below.

If the work is not completed within the above Work Schedule timeframe per the latest executed change order (or agreed upon date), the consultant shall pay, as liquidated damages, the sum of Two Hundred Fifty Dollars (\$250.00) for each consecutive calendar day thereafter.

### **Payment**

Payment will be made within 30 days of submittal of an WCSCD approved invoice.

### **Point of Contact**

Elmer Weibley, CPESC, District Manager, will be the primary contact throughout the implementation of this project for WCSCD.

### **Questions**

Questions shall be sent to:

Elmer Weibley, CPESC  
District Manager  
ATTN: Little Antietam Creek, Winders Property  
Washington County Soil Conservation District  
1260 Maryland Avenue, Suite 101  
Hagerstown, MD 21740

Questions may be submitted in writing or via e-mail to [elmer@conservationplace.com](mailto:elmer@conservationplace.com) .

**E-mail must be provided for delivery of addenda.**

Questions must be received no later than 2:00 p.m., 08/28/2017. Addenda will be issued in PDF format via e-mail no later than 2:00 p.m., 08/30/2017.

### **Proposal Submission**

Proposals shall arrive in a sealed envelope no later than 3:00 p.m., 09/06/2017. One (1) original and one copy of the Special Form of Proposal (bid), that includes the acknowledgment of the receipt of addendum and insurance requirements and a signed Attachment 1 shall be contained in the sealed envelope titled:

Elmer Weibley, CPESC  
District Manager  
ATTN: Little Grove Creek, Winders Property  
Washington County Soil Conservation District  
1260 Maryland Avenue, Suite 101  
Hagerstown, MD 21740

### **Award**

Proposals are subject to award at any time within 90 days from the proposal due date. The WCSCD reserves the right to reject any/or all proposals prior to award for any reason which serves the best interest of the WCSCD. Only responsible bids from responsible bidders will be considered for award.

Proposals will be publicly opened on 09/06/2017 at 3:05 p.m., at 1260 Maryland Avenue, Suite 101 Hagerstown, MD in the Conference Room.

The total dollar value of all tasks and bidder qualifications will be the basis of evaluation for potential award.

### **Attachments**

Insurance Requirements  
Bid Package Proposal Forms  
USDA, NRCS Heavy Use Area Protection Practice Standard  
USDA, NRCS Grassed Waterway Practice Standard  
USDA, NRCS Critical Area Practice Standard  
USDA, NRCS Fence Practice Standard  
Project Design Plan Set

## Insurance Requirements

### **Contractor's Public Liability and Property Damage Insurance**

A. Before award of the contract, the successful bidder shall be required to furnish insurance certificates to fully indemnify. **Kirk Winders, K.B Farm Properties LLC, the Washington County Soil Conservation District (WCSCD), and all of their representatives** from any claims, penalties, or liabilities of any character brought on account of any injuries, including death, or damages sustained by any person or property in consequence of any work performed under the contract, either by the contractor or any subcontractor or their employees, agents, or representatives.

Certificates of the contractor's insurance containing evidence of the Hold Harmless Clause protecting **Kirk Winders, K.B Farm Properties LLC, the WCSCD**, and all of their representatives shall be filed with the WCSCD, and shall be subject to approval by the WCSCD for adequacy of protection. Contract will not be awarded until appropriate Certificates of Insurance are filed with, and approved by the WCSCD. **Kirk Winders, K.B Farm Properties LLC, the WCSCD, and all of their representatives shall be named insured on all certificates.**

#### B. General Conditions for Public Property:

- a. The contractor and its subcontractors shall maintain such insurance as will provide protection from claims under Worker's Compensation Acts and the Federal Employer's Liability Act, by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other method, for damages which may arise from operations under this contract, whether such operations be by the contractor, or by any subcontractor, or anyone directly or indirectly employed by either of them.
- b. The contractor shall protect **himself, Kirk Winders, K.B Farm Properties LLC, the WCSCD, and all of their representatives** from any claims for Bodily Injury, Liability, and Property Damage Liability.
- c. The limits for Bodily Injury Liability shall be not less than \$1,000,000.00/\$2,000,000.00; that is, \$1,000,000.00 is the limit for injury per occurrence, and \$2,000,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate.
- d. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the contractor against claims from the operation of subcontractors.

C. The contractor shall carry, at his own expense, insurance against the perils of fire, lightning, vandalism and malicious mischief, subject only to the minimum standard deductibles currently filed by the Insurance Office with the State Insurance Department. **Neither, Kirk Winders, K.B Farm Properties LLC, the WCSCD, and all of their representatives** will provide any coverage during the contract period.

D. **Kirk Winders, K.B Farm Properties LLC, the WCSCD, and all of their representatives** have no obligation to provide legal counsel or legal defense to the contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any persons not party to the contract against the contractor or its subcontractors as a result of or relating to the contractor's obligations under this contract. **Kirk Winders, K.B Farm Properties LLC, and all of their representatives** have no obligation for the payment of any judgments or the settlement of any claims made against the contractor or its subcontractors as a result of or relating to the contractor's obligations under this contract.

**BID PACKAGE PROPOSAL FORMS**

**FOR**

**Little Grove Creek, Winders Property, Grassed Waterway and  
Cattle Walkway**

**12633 Unger Road, Smithsburg, MD 21783**

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**PLEASE COMPLETE ALL FORMS  
AND  
RETURN THIS SECTION TO THE WCSCD  
1260 MARYLAND AVENUE, SUITE 101  
HAGERSTOWN, MD 21740**

**BY**

**3:00 P.M. – September 6, 2017**

**IN**

**SEALED ENVELOPE LABELED**

**“Little Grove Creek, Winders Property”**

**ATTACHMENT 1**

**ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

The Contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**SPECIAL FORM OF PROPOSAL - PAGE 1 OF 3**

**Washington County Soil Conservation District  
1260 Maryland Avenue, Suite 101  
Hagerstown, Maryland 21740**

**Date:** \_\_\_\_\_

**Dear Washington County Soil Conservation District (WCSCD),**

**We hereby submit our proposal for the project entitled:**

**Little Grove Creek, Winders Property, Grassed Waterway and Cattle Walkway**

**Total lump sum bid for all items:**

**In writing:** \_\_\_\_\_

\_\_\_\_\_

**In figures:** \_\_\_\_\_

**I certify that I have received \_\_\_\_\_ addendums for this project.**

**I certify that I will be able to provide proof of Contractor's Public Liability and Property Damage Insurance prior to construction start as outlined in the Request for Price Proposals.**

\_\_\_\_\_

**Prices shall be written in both words and numbers. The WCSCD reserves the right to accept or reject any or all bids. The total bid shall be the controlling figure determining the value of the contract. The lowest accepted bid submitted by a responsive and responsible bidder shall be the basis for award of the contract.**

\_\_\_\_\_  
**Sign for Identification**

\_\_\_\_\_  
**Company**



**SPECIAL FORM OF PROPOSAL - PAGE 2 OF 3**

**INDIVIDUAL PRINCIPAL**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

In Presence of Witness:

Telephone \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

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**CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_ Name of Co-Partnership

In Presence of Witness:

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_

as to BY \_\_\_\_\_

(Partner)

\_\_\_\_\_

as to BY \_\_\_\_\_

(Partner)

\_\_\_\_\_

as to BY \_\_\_\_\_

(Partner)

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**CORPORATE PRINCIPAL**

\_\_\_\_\_ Name of Corporation

Address \_\_\_\_\_  
\_\_\_\_\_

Attest:

Telephone \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

Corporate Secretary

President (Affix Corporate Seal)

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**NOTARY PUBLIC**

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of \_\_\_\_\_, County of \_\_\_\_\_, City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

(Please submit original only)

**SPECIAL FORM OF PROPOSAL - PAGE 3 OF 3**

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**ALL BIDDERS**

The bidder represents, and it is condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

Witness:

\_\_\_\_\_ (SEAL)

Signature of Officer and Title