



INVITATION FOR BID

B-26-023-58042

CECIL COUNTY SHERIFF'S OFFICE - PH 4 - RETROFIT EXTERIOR FOR PARKING/SALLYPORT

Cecil County
200 Chesapeake Blvd
Elkton, MD 21921

RELEASE DATE: October 9, 2025

DEADLINE FOR QUESTIONS: November 7, 2025

RESPONSE DEADLINE: November 20, 2025, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

Invitation For Bid #B-26-023-58042

Title: Cecil County Sheriff's Office - PH 4 - Retrofit Exterior for Parking/Sallyport

<https://secure.procurenow.com/portal/cecil>

Cecil County
INVITATION FOR BID
Cecil County Sheriff's Office - PH 4 - Retrofit Exterior for
Parking/Sallyport

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1. Introduction

1.1. Summary

Sealed bids for solicitation IFB Cecil County Sheriff's Office - PH 4 - Retrofit Exterior for Parking/Sallyport as described in specifications for Cecil County, Maryland, will be received from qualified bidders until 12:00 pm on Thursday, November 20, 2025.

The Cecil County Sheriff's Office is looking to build a Sallyport addition to the existing building at 107 Chesapeake Blvd, Elkton, MD 21921. The project consists of the construction of an approximately 2,490 SF addition to the existing police facility. The addition will house a secure prisoner transfer bay and a secure evidence storage bay. The work will include site/civil, general construction, mechanical, electrical, plumbing and fire protection engineering. Fencing with two gates would also be built to surround the back parking lot of the overall complex. Plans and technical specifications can be found in the Attachment section.

1.2. Timeline

Release Project Date	October 9, 2025
Pre-Bid Meeting (Non-Mandatory)	October 23, 2025, 10:00am Agenda See Agenda for log in link
Question Submission Deadline	November 7, 2025, 3:00pm
Bid Submission Deadline	November 20, 2025, 12:00pm
Bid Opening	November 20, 2025, 2:00pm Agenda See Agenda for log in link

2. Invitation For Bid

2.1. [Pre-Bid Meeting \(Optional\)](#)

An **OPTIONAL** pre-bid meeting will be held via video conference on Thursday, October 23, 2025 at 10:00 am.

Location or Video Conference Information: See Agenda for log in link

2.2. [Site Visit](#)

Site visits will be **escorted** at 107 Chesapeake Blvd, Suite 112, Elkton, MD 21921.

The first available site visit will be held on Thursday, October 23, 2025 at 1:00pm.

The external portion of the site can be visited from 9am-5pm between October 23, 2025 and November 7, 2025.

Anyone wishing to have a full site visit (internal and external) must email the Project Manager, Alvina George ageorge@cecilcountymd.gov at least forty-eight (48) hours in advance as the County would like to maintain a list of site visitors.

NO SITE VISITS SHALL BE PERMITTED AFTER NOVEMBER 7, 2025.

Please be sure to include in your email the day/time you would like to be on site. A confirmation email shall be sent to confirm site visit by County.

2.3. [Bid Submission](#)

All bids are required to be submitted electronically via [OpenGov Procurement](#).

2.4. [Questions](#)

All questions shall be asked using the question & answer feature via [OpenGov Procurement](#) by 3:00 pm on Friday, November 7, 2025.

2.5. [Bid Opening](#)

Bid opening will be held on 20 November, 2025 at 2:00 PM EST.

Video Conference Information: Click on AGENDA for log-in link.

2.6. [Contract Award](#)

The Contract may be awarded to the lowest responsible, responsive bidder. Cecil County, Maryland reserves the right to reject any or all bids and to waive technicalities. All contract awards are based upon budgetary constraints.

2.7. [Bid Packages](#)

Bid packages can be downloaded on Cecil County's OpenGov Procurement Portal (<https://procurement.opengov.com/portal/cecil/projects/160049>) as a PDF document no charge.

Changes or addendums to this bid will be posted on the [County's OpenGov Procurement Portal](#).

The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County website. Vendors are directly responsible for obtaining updates, changes, or addendums either from the updated webpage or by contacting the Purchasing Office.

3. Notice To Bidders

All parties interested in submitting a Bid to complete the work detailed and specified for this project, must thoroughly review, and properly complete **all forms and questions** provided in the [#Bid Submission](#) section. **Failure to complete such forms may result in the rejection of the Bid.** Owner reserves the right to reject any or all Bids containing bidding irregularities.

4. Project Funding

All projects are subject to funding approval by Cecil County Council and the Cecil County Executive. Some projects may also be subject to Federal, State, and/or local grant funding conditions and approval. All project awards are subject to required funding approvals.

5. Local Contractor Preference

Section 92 of the Cecil County Code entitled "Local Preference" reads as follows:

"Cecil County, Maryland reserves the right to show preference to local bidders in the purchase of supplies, equipment, and services. The amount shall not exceed 6% of the amount bid or quoted, and/or \$60,000, whichever is less. A "local bidder" is defined as an individual or business who maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or the State of Maryland, if required and is subject to Cecil County real and/or personal property taxes. Any local bidder in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid".

Bidders are cautioned to note the specific and several requirements that may qualify a bidder for local preference consideration. A bidder wishing to receive local preference consideration must be able to demonstrate qualification under all the noted requirements.

No bidder should assume, regardless of whether the bidder qualifies under the definition of "Local Bidder," that Cecil County, Maryland would grant preference on this contract to any bidder. Cecil County, Maryland reserves the right to do so under Section 92 of the Cecil County Code but is not bound to do so under any circumstance, regardless of precedent.

Any bidder that wishes to be considered a "Local Bidder," in the County's award of the contract shall submit with the bid any and all documentation that proves that the bidder, identified by name in the submitted bid, meets the definition of "Local Bidder." Neither County Executive nor the Procurement Officer shall be bound by any information or documentation provided by the bidder after opening of the bids. However, the County reserves all rights to investigate a bidder's potential qualification as a "Local Bidder" and use any relevant information in its determination of a bidder's qualification under the definition, regardless of when it is obtained.

6. 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, Maryland 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, Maryland once the "Notice to Proceed" is sent and shall include the following information:

- Type of project
- Site Address
- Contractor's Name and address
- Date of the Contract
- Contracted amount

- "**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:

- A. a bona fide office, other than a statutory office,
- B. a factory,
- C. a warehouse,
- D. or 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.

7. General Conditions

7.1. Notice of Communication

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Cecil County Procurement Office.

No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Cecil County Government, Cecil County Council, or County department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

7.2. GENERAL

These General Conditions are a part of the Contract. In case of any conflict with the Special Provisions, the Special Provisions shall govern.

7.3. DEFINITIONS

- A. Responsible bidder: Bidder or offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- B. Responsive bidder: Is a vendor who has submitted a bid, which conforms in all material respects to the requirements stated in the IFB.
- C. Contractor: Is the bidder or offeror who is awarded the Contract pursuant to this invitation for bid.
- D. Redacted: to obscure or remove (text) from a document prior to publication or release. To censor or obscure for legal, security, or proprietary purposes.

7.4. QUESTIONS/ADDENDA

- A. Bids are subject to change in the form of an addendum. It is the bidder's responsibility to make sure all addenda are acknowledged in their bid via the [OpenGov Procurement Portal](#). Failure to do so could result in the bid being disqualified.
- B. All questions should be asked no later than seven (7) calendar days in advance of the bid. All questions must be submitted using the questions and answers feature in [OpenGov Procurement Portal](#).

- C. Addenda are posted on the [OpenGov Procurement Portal](#) at least three (3) calendar days before bid opening.

7.5. [MARYLAND REGISTRATION/QUALIFICATION REQUIREMENTS](#)

(a) The Bidder must be in compliance with the laws regarding conducting business in the State of Maryland.

All Bidders shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Bidder is in good standing with the State of Maryland.

See: <https://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx> for information on obtaining the Certificate of Status. Certificates are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of bidders. For more information on the Certificate of Status please see <https://dat.maryland.gov/Pages/sdatforms.aspx>.

(b) All bidders shall provide a copy of current business license for State of Maryland.

(c) Cecil County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation could result in the bid being rejected.

(d) All proposers must be in good standing with Cecil County, Maryland. Proposers must meet any outstanding taxes, fees, or accounts with Cecil County.

7.6. [DESCRIPTIVE LITERATURE](#)

- A. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- B. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

7.7. [EXCEPTIONS/SUBSTITUTIONS](#)

- A. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
- B. An exception to the specifications may not necessarily disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
- C. In the case of a minor deviation, the County maintains the option to award to that bidder if it determines the performance is not adversely affected by the exception.

7.8. [APPROVED EQUALS](#)

- A. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, it can be assumed that an approved equal can be substituted.

- B. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
- C. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the vendor that claims a product is equal to provide documentation to support such a claim.

7.9. PRICES

Bid prices shall remain firm for ninety (90) days from the date of the bid opening. All contracts and/or quantities are contingent on budgetary constraints.

Pricing must include all labor, delivery, materials, tools, and equipment to perform work.

7.10. COOPERATIVE PURCHASE

The County reserves the right to extend all the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

7.11. SALES TAX

In buying products directly from a vendor Cecil County, Maryland is exempt from being directly charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.

According to the Office of the Comptroller of Maryland, a Contractor is responsible for paying sales tax on purchases relating to any projects or services and should incorporate it into their bid.

Contractors cannot use the County tax exemption to buy materials or products used on County projects.

For additional information, see State of Maryland Sales and Use Tax in [#Attachments](#) section.

7.12. TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (PROJECT SITE) unless otherwise stated in the specifications or bid form. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers will be used, except as otherwise specified herein.

7.13. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the bidder, 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 approximations 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 bids and awarding the Contract. The County has endeavored to estimate these quantities correctly according to the information shown on the plans, but it is not guaranteed that these estimated quantities are accurate and, if the Contractor in developing and/or submitting a bid relies upon the accuracy of said estimated quantities, the Bidder does so at their own risk.

Cecil County, Maryland reserves the right to add or delete locations to the contract.

7.14. ALTERATIONS

The County reserves the right to change the alignment, grade, form, length, dimensions, or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event, such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event, such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the County, which shall remain the final authority in such determination.

7.15. PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

7.16. Legal Notice

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Proposals, Invitation for Bids, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Cecil (hereinafter referred to as "Cecil County" and "County" or any other governing body/agency for which the Cecil County Procurement Office has been authorized to perform procurement services. The Cecil County Procurement Office webpage may be found at <https://www.ccgov.org/government/purchasing>

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Cecil County's interpretation shall govern.

Referenced appendices may be subject to change.

7.17. PUBLIC INFORMATION ACT (PIA)

Cecil County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.

Bidders may submit a REDACTED version of their bid submittal that shall be released for any Public Information Act request that the County receives in reference to this solicitation. Only the REDACTED version shall be released. Any Bidder not submitting a REDACTED version authorizes Cecil County to release their bid submittal as submitted and shall not hold the County or any employees liable for any information released.

Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.

7.18. EXAMINATION OF SITE AND DATA

Before submitting proposals, prospective bidders should carefully examine the Proposed Contract Documents, inspect the site of the proposed project, 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 bidder has so familiarized himself and, therefore, no concession will be granted by the County because of any claim of misunderstanding or lack of information. Bidders are expected to read and study the specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by bidders should be reported promptly to the County for correction or interpretation before the date of the opening of bids.

7.19. DAMAGES

The Contractor shall be responsible for any and all injuries to persons and damages to property resulting from the performance of the work specified, materials applied and/or equipment used.

7.20. LAWS AND REGULATIONS

The Contractor, at all times, shall observe and comply with all federal, state, municipal and/or local laws, ordinances, rules and regulations in any manner affecting the work to be done and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having jurisdiction or authority over and shall indemnify and save harmless the Owner and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules, regulations, order or decree, whether such violations by the Contractor or by any sub-Contractor or any of their agents and/or employees.

7.21. RIGHT TO TERMINATE

Cecil County, Maryland reserves the right to terminate this contract by a ten (10) day written notice should the quality of the work/products become inferior, or the delivery service becomes poor.

7.22. CLAIMS

Should the Contractor believe that it is entitled to any additional compensation or time, over or beyond the compensation or time stipulated in the Contract documents, or for compensation or an extension of

contract time over or beyond that allowed or approved by the County for damages, losses, expenses, or delays alleged to have been sustained by it in connection with this Contract, the Contractor shall file a written notice of claim thereof with the County prior to incurring any costs for which it may claim a right to additional compensation. The written notice shall be on company letterhead and addressed to the authorized County Representative. Unless otherwise specified or required, in the events of alleged delay to the schedule, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

Unless otherwise specified, within thirty (30) days after giving the required notice, but not later than final payment, the Contractor shall file with the County a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Contractor timely files its written notice of claim and statement of costs as prescribed herein, the Contractor's claim for such additional compensation shall be absolutely invalidated; and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.

The County shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in the judgment of the County, the findings of fact warrant it. The County shall issue a written decision on the claim within thirty (30) days after receipt of the Contractor's itemized statement of the claim unless extended by mutual written agreement. If the County does not issue a decision within thirty (30) days or any extension thereof, the County shall be deemed as having made a final decision denying the claim. The County's decision shall be final and conclusive on the parties, except as provided in "Breaches and Dispute Resolution".

7.23. 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, Maryland. 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, Maryland. 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, Maryland shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Performance During Dispute** – Unless otherwise directed by Cecil County, Maryland, 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 their 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 or damage.
- **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, Maryland shall constitute a waiver of any right or duty under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under.

7.24. TEMPORARY SUSPENSION OF THE WORK

The County shall have authority to suspend the work wholly or in part for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. The Contractor shall immediately comply with the written order of the County to suspend work wholly or in part. In all cases of suspension of construction operations, the work shall not be resumed again until the County gives written permission.

7.25. ANNULMENT OF CONTRACT

Should the Contractor fail to make satisfactory progress, or to comply with orders of the County, or should he neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective and unsuitable, or if the Contractor 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 without process or action at law, and to turn over to the surety for completion or, at County's option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by re-letting all or any part of the work. Upon receiving notice to this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the County. Neither by taking over of the work by the County, nor by the annulment of the Contract shall the County forfeit the right to recover damages from the Contractor or Contractor's Surety for failure to complete the Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and Contractor's Surety shall be held responsible for such excess cost.

7.26. EXTRA WORK

The Contractor shall perform extra work for which there is no provision included in the Contract whenever, to complete fully the work as contemplated, it is deemed necessary or desirable, by the written authority of the County, and such extra work shall be performed in accordance with the specifications, therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon in writing by the Contractor and the County, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the County may order the Contractor to do such work on a "Force Account" basis, as specified hereinafter.

The County, before ordering any extra work performed, from time to time may determine;

- A. what extra time, if any, will be allowed for said work, or
- B. that the extra work is to be performed concurrently with the work under the Contract and without allowance of any additional time.

7.27. EXTRA WORK AS A PART OF CONTRACT

No order for extra work, nor doing the performance of any extra work at any time or place shall in any manner or extent relieve the Contractor or the Surety of his bond from any of their obligations under the Contract documents; all extra work orders being given and all extra work being performed, under and in accordance with the Contract are to be considered a part of the same and subject to each and every one of the terms and requirements of the Contract documents, and fully covered by the bond furnished by the Contractor.

7.28. FORCE ACCOUNT WORK

All extra work performed on a "Force Account" basis will be paid for in the following manner:

- a) For all labor and foremen in direct charge of the specific operation, the Contractor shall receive the rates of wage applicable to this Contract, to be agreed upon in writing before starting such work, for each and every hour that said labor and foremen are actually engaged in such work, to which shall be added an amount equal to fifteen percent (15%) of the sum thereof.
- b) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipted bills, to which sum shall be added an amount equal to fifteen percent (15%) of the sum thereof.
- c) For any machine-power tools or equipment, and for any hauling equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the County shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use on such work, and to which sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work performed on a "Force Account" basis, and shall include supervision, use of tools and equipment for which no rental is allowed, and profit. The Contractor's representatives and the County shall compare records of extra work done on a "Force Account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the County's "Force Account" forms provided for this purpose, by the County and signed by both the County and the Contractor's representatives, one copy being forwarded respectively to the County and the Contractor. All claims for extra work performed on a "Force Account" basis shall be submitted to the County by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work; and said statement shall be filed not later than the fifteenth (15th) day of the month following that in which the work was actually performed and shall include all labor charges, etc., and material charges insofar as they can be verified.

Should the Contractor refuse or fail to prosecute the work as directed or to submit his claim as required, then the County may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the County may make payment for said work on the basis of a reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security Taxes and Unemployment Compensation covering the men actually engaged upon such extra work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual amount of money expended

for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security Taxes, and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

7.29. FAILURE TO COMPLETE WORK ON-TIME

Should the Contractor fail to complete, fully and to all intents and purposes, the work as specified in the proposal and contract on or before the time specified, the said Contractor shall pay to the County such sum as is specified in the paragraph entitled "LIQUIDATED DAMAGES".

7.30. LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the County that "Time is of the Essence" with regard to the performance of this Contract, such that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are Essential Conditions of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein, is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part, consideration for the awarding of this Contract, to pay to the County the damages for such breach of Contract as hereinafter set forth, for each and every work day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and difficulty of fixing and ascertaining the actual damages the County would in such an event sustain and said amount is agreed to be a fair estimate of the amount of damages which the County would on account of unexcused project delays sustain and said amount be withheld from time to time by the County from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract, additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County; provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

To any preference, priority, or allocation order duly issued by the Government;

- A. To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another Contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- B. To any delays of subcontractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further, that the Contractor shall, within seven (7) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the Contract, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Provided further, the amount of liquidated damages shall be \$1,200 per work day.

7.31. RESPONSIBILITY FOR DIRECT DAMAGES

In addition to the assessment of liquidated damages for delay, it is hereby understood and mutually agreed, by and between the Contractor and the County that the Contractor shall be responsible to the County for payment of direct costs incurred by the County if it is necessary for the County to supervise or correct work that does not comply with the Contract Documents.

7.32. CONTRACT PERFORMANCE

If the contractor fails to perform or violates any provisions under this contract, failure or violation may be considered a material breach establishing grounds for contract termination. If the contract is terminated, Cecil County, Maryland may award to the second ranked vendor for this IFB without re-solicitation.

7.33. 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 Contractor neglects or fails to work continuously on all acceptable working days, the Executive of Cecil County through the Cecil County Administrator may terminate the Contract and use any method that he deems necessary to complete the Contract.

7.34. INSPECTION

The County may appoint such persons as he may deem necessary to properly inspect the materials furnished or to be furnished, and the work performed under this Contract, and to see that the same strictly corresponds with the drawings and specifications; such materials and workmanship shall be always subject to the approval of the County, but no inspection, approval or acceptance of any part of the work herein contracted for, or of the materials used therein or any payment on account thereof, shall prevent the rejection of said work or materials found to be defective, or not, in accordance with the requirements of the Contract. Work and materials will be inspected promptly, but if for any reason delay should occur, the Contractor shall have thereby no claim for damages or extra compensation. The Contractor shall provide and be responsible for all costs associated with material testing as required by this Contract,

including but not limited to, subgrade compaction tests and pavement density tests. Cecil County Roads inspector(s), and or the County's Representatives, are available from 7:00 AM to 5:00 PM.

7.35. WARRANTY

The contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer. Failure to correct warranty issues promptly and to the satisfaction of the Department on this or other contracts may result in finding the Contractor non-responsive for future contracts/bids. All required Bonds shall remain active to cover the agreed warranty period. Any issue discovered and documented during the warranty period shall require the existing bonds to remain active beyond the agreed warranty period until the issues are resolved and agreed upon by all parties. All releases of contract bonds shall be in writing from Cecil County, Maryland or a release of bond document signed by a Cecil County, Maryland authorized representative.

7.36. CONTINGENT ITEMS

Construction items for which quantities are identified in the "Proposal Form" as "contingent" are established for the sole purpose of obtaining bids on one or more pay times that may be incorporated into the project. The County's representative shall have sole discretion in determining whether and to what extent such times will be incorporated into the project. The County's representative may order incorporation of such items at any location within the Contract and at any time during the work. These items may not be located on the plans. The estimated quantities set out in the Proposal Form(s) for such items are presented solely for the purpose of obtaining a representative bid price. The actual quantities employed may be only a fraction of, or many times, the estimated quantity. Neither the Contractor nor his subcontractor and the County shall make claims for additional compensation because of any increase, decrease or elimination of such times.

7.37. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform sub-contracts which the Contractor(s) enters into pursuant to this contract. The Contractor(s) shall use their best efforts to solicit bids from and to utilize DBE sub-contractors(s) or sub-contractors(s) with meaningful minority group and female representation among their employees.

7.38. EMPLOYEE BACKGROUND CHECK

All contractors and subcontractors' employees will be required to pass a background check in order to be permitted to work on the premises. Each employee shall submit the "Authorization for Access to Records" form (See [#BidSubmission](#)) two weeks in advance of the first day of work on the premises.

8. Insurance Provisions

GENERAL REQUIREMENTS

Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Cecil County and have an A.M. Best Rating of A-, Class X or better.

Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Cecil County, Maryland with verification of insurance coverage evidencing the required coverages.

Cecil County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Cecil County, Maryland as an additional insured.

Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the contractor/Vendor may be liable by law or otherwise.

Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

INSURANCE COVERAGES

General Liability Insurance

- Minimum Limits of Coverage:
 - General Liability: \$2,000,000 Annual Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Products and Completed Operations
 - \$1,000,000 Personal Injury and Advertising
- Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

- Minimum Coverages to be included:
 - A. Independent Contractor's coverage;
 - B. Completed Operations and Products Liability coverage; and
 - C. Contractual Liability coverage
- Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to:

 - A. Collapse of, or structural injury to, any building or structure;
 - B. Damage to underground property; or
 - C. Damage arising out of blasting or explosion.

Automobile Liability Insurance

- Minimum Limits of Coverage:

Business Auto Liability: \$1,000,000 Combined Single Limit
- Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned, and hired automobiles.

Workers' compensation and Employers' Liability Insurance

- Such insurance must contain statutory coverage, including:
 - Employers' Liability insurance with limits of at least:

Worker's Compensation: -- Statutory
Excess \$1,000,000 Each Occurrence

Professional Liability Insurance

- Minimum Limits of Coverage:

Professional Liability: \$1,000,000 (As Required)

Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation insurance, as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: Cecil County, Maryland, Attn: Purchasing Department, 200 Chesapeake Blvd., Elkton, MD 21921."

Prior to starting the performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance shall be acceptable to the County. The contractor shall obtain at its own cost and keep it in force and in effect during the term of the contract. The proposer shall provide a Certificate of Insurance prior to the award of this contract.

9. Special Provisions

9.1. GENERAL

1. All work must be completed according to applicable local, state, and federal laws, guidelines, regulations, specifications, etc., to include the following:

- A. Cecil County Department of Public Works (CCDPW) Code and Standard Specifications, including all revisions and attachments to the Contract.
- B. Maryland Department of Transportation, State Highway Administration, **Standard Specifications for Construction and Materials, dated July 2025, including all revisions**. All references to "State of Maryland", "State", "S.H.A.", and "Administration" in the Maryland State Highway Specifications and this Invitation for Bid shall mean Cecil County, Maryland. All references to "Engineer" in the Maryland State Highway Specifications and this Invitation for Bid shall mean the Cecil County Engineer or authorized representative.
- C. Standard MD Details referred to on the Plans shall be those of the current State Highway Administration Book of Standards for Highway and Incidental Structure.
- D. New exterior construction must comply with 2021 International Energy Conservation Code (IECC).
- E. Design and provide all structural components in accordance with the International Building Code 2024 and ASCE 7-16.
- F. Design and provide all mechanical components in accordance with the International Energy Conservation Code 2024 and International Mechanical Code 2024.
- G. Design and provide all plumbing components in accordance with the International Fuel Gas Code 2021.
- H. Design and provide all electrical components and systems in accordance with the following:
 - 1. International Energy Conservation Code-IECC
 - 2. ASHREA 90.1
 - 3. NFPA 70 - National Electrical Code
 - 4. NFPA 101 – Life Safety Code
 - 5. Illumination Engineering Society of North America (IESNA) Standards

2. All bid packages will include proof of certification or license to perform the prescribed type of project within the State of Maryland (if applicable).

3. These Special Provisions are a part of the contract. In cases of any conflict with the General Conditions, the Special Provisions shall govern.

9.2. SCOPE OF WORK (including specifications)

General Scope of Work

- See the Attachments section for plans and specifications.
- The County will work with the awarded Contractor to delineate construction parking and stockpile locations throughout each construction phase.
- The Contractor shall utilize a Life Safety company as a subcontractor for work involving Access Control, CCTV, Fire Alarm, and Gate work.
- Life Safety Company shall be Vigiles Life Safety Engineering Inc, 181 Welsh Tract Road, Newark, DE 19702, (302) 737-1060, contact is Chris Bradley.
- See Division 32 - Exterior Improvements in the project specifications (Attachment D) to price out Line Item B-3 in the Bid Sheet.

Temporary Safety Fencing Scope of Work

- Contractor shall deploy temporary fencing and other safety measures around work area.
- During construction, contractor will use needed measures, including but not limited to cones, barrels, and signage, to keep non-construction vehicles and personnel out of the work area, appropriate to the phase of work.

Vigiles Scope of Work

Vigiles will--

- Access Control
 - Install a new 8 Door Controller where the existing access control equipment is located.
 - Install Readers in locations shown on drawings connecting them to the controller in pathways by others.
 - Install Electromagnetic Locks on the doors to conform with the existing installation and requiring badge to enter/exit.
 - All required wire and connections.
- CCTV
 - Install a 16 Channel LTS NVR compatible with incoming updates to CCSO CCTV System.

- Install 8 LTS 8MP Turret Style Cameras with back boxes in locations shown with wire pathways by others.
 - All required wire and connections.
- Fire Alarm
 - Install 3 Pull Stations, 1 Smoke Detector, 4 Horn Strobes, and 1 Strobe in locations shown on drawings in pathways by others.
 - Provide Drawings
 - Test system with MSFMO
 - All required wire and connections.
- Gate
 - Provided two tier pedestal for intercom and badge access, will need to be installed by others.
 - Provide and install PDK RDE Gate Controller.
 - Provide and install readers and intercom on pedestal.
 - Provide and install indoor stations for intercom.
 - All pathways by others, Vigiles will provide connections.
 - All required wire and connections.

9.3. SCHEDULE OF OPERATIONS AND PERSONNEL

Before commencement of any work on this project, the Contractor shall submit and obtain the County's approval of a Schedule of Operation. The Schedule of operation shall include the methods of operation and construction sequences and shall provide for the completion of the project within the time specified in the Proposal. It shall make reasonable accommodation for weather delays and shall reflect County-observed holidays. Work is not permitted on Saturday or Sunday and the standard work week is Monday through Friday from 7:00 am to 5:00 pm, and the contractor shall schedule their operations accordingly.

If requested by the County, the Contractor and any sub-contractors will be subjected to a background check. The awarded Contractor will need submit the names of all personnel using the Authorization Access Records form, located under Attachments.

9.4. TIME OF COMPLETION DATE

- A. All work for this contract shall be completed in 180 calendar days and shall begin on the actual start date of the Project as per "Notice to Proceed".
- B. If the work is delayed through no fault of the Contractor, the time of completion shall be extended as determined by the County.

- C. Should work for not be completed within 180 calendar days the contractor shall be assessed **\$1,200 per workday** Liquidated Damage Cost for each day thereafter until the project is completed and accepted by the Owner.
- D. The time frame applies to the estimated quantity of services under this bid. Should the number of services increase by more than 10%, the time frame will be increased proportionately.

9.5. CODE OF STANDARDS GUIDELINES

All work must be completed according to applicable local, state, and federal laws, guidelines, regulations, specifications, etc., to include the following:

- A. Cecil County Department of Public Works (CCDPW) Road Code and Standard Specifications, including all revisions and attachments to the Contract.
- B. 2024 International Building Code (IBC).
- C. Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 1, 2025, including all revisions. All references to "State of Maryland", "State", "S.H.A.", and "Administration" in the Maryland State Highway Specifications and this Invitation for Bids shall mean Cecil County, Maryland. All references to "Engineer" in the Maryland State Highway Specifications and this Invitation for Bids shall mean the Cecil County Engineer or his authorized representative.
- D. Standard MD Details referred to on the Plans shall be those of the current State Highway Administration Book of Standards for Highway and Incidental Structure.
- E. In the event of conflict between quality of the work as called for by the Contract Documents, the County shall have the right to insist upon the delivery of the strictest requirements, the highest quality, or the highest quantity at no additional cost to the County.

9.6. CONTRACTOR'S RESPONSIBILITY

- A. It shall be the Contractor's responsibility to schedule and coordinate all work to be performed under this Contract with the County's appropriate departments and to insure continuous and smooth operations of the work and completion within the times specified in the proposal.
- B. 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 Contractor of his responsibility to perform such work.
- C. The contractor shall supply all labor, materials, equipment, insurance, permits, etc. necessary to perform the mentioned work. At the completion of the project, the contractor is responsible for the removal and proper disposal of all debris, etc. associated with their work on the project. The contractor may haul construction debris from clearing, grubbing, demolition, and excavated materials to the Cecil County Central Landfill, however the standard tipping fee will be charged to the contractor.

- D. It shall be the contractor's responsibility to furnish all fabricated materials (e.g., precast concrete, metals, mechanical/electrical equipment, and any other materials or products requiring fabrication) in new condition as per the project documents. The contractor is responsible for ensuring all fabricated materials are constructed in accordance with the project specifications. The County reserves the right to reject any fabricated materials/equipment observed to have been repaired without the consent of the County, to be damaged or defective, or not in compliance with the contract documents at any time (fabrication or field) during the contract period.
- E. The contractor shall coordinated with adjacent property owners to minimize inconvenience.

9.7. PROTECTION OF EXISTING UTILITIES

- A. Attention of the Contractor(s) shall be directed to the potential presence of water, sewer, gas mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities.
- B. It is the responsibility of the Contractor(s) to have all utilities located with sufficient accuracy to ensure their safety and the safety of those within the area of the project.
- C. The Contractor(s) shall not begin any excavation without first notifying each and every public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to commencement of this work (not including weekends and holidays).
- D. The Contractor shall notify "Miss Utility" (1-800-257-7777) to determine the location of existing utilities prior to commencing work. If, during Repair operations, the Contractor(s) encounters additional utilities, the Contractor(s) shall immediately notify the PM and take all necessary and proper steps to protect the continuance of service of such facilities. In case of damages to any existing utility installations by the Contractor(s), either above or below ground, the Contractor(s) shall have such utility restored to a condition equal to that which existed prior to the damage at the Contractor's entire cost and expense.
- E. There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and or Repair activities.
- F. If the Contractor(s) damages any utility, they shall immediately notify the Project Manager and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner.

The utility owner may elect to repair the damage with its own forces, its sub-contractors, or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.

- G. The Contractor(s) will notify the Project Manager immediately by telephone of any emergency, subsurface or latent physical condition found along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor(s) not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor(s) and County. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s) and an amendment to the purchase order must be made and approved by the County before the work can proceed. The County assumes no responsibility for oral/verbal communications, instructions, or suggestions.

9.8. SITE CLEAN-UP AND RESTORATION

- A. The Contractor shall keep all trash, garbage, spent materials containers, etc. picked up on a daily basis.
- B. The Contractor shall restore the site to a condition equal to that in which it was found.
- C. Should daily site cleaning and final restoration not be performed, the County shall have such done with the costs of being charged to the Contractor.

9.9. SAFETY

Before commencement of any work on this project, the Contractor shall submit and obtain the County's acknowledgement of an established Company Safety Program. Work performed shall be consistent with the following guidelines and references and in compliance with all applicable local, state, and federal regulations and standards including, but not limited to, those listed below. In the case that these requirements are conflicting, the one which offers the greatest protection shall be followed.

A. Occupational Safety and Health Administration (OSHA) Construction Industry Standards, 29 CFR1926, and General Industry Standards, 29 CFR 1910.

B. National Fire Protection Association (NFPA), 327

At a minimum, all workers employed by the contractor or any subcontractors shall wear and/or use the following:

- Standard work clothes (long pants, shirts with sleeves)
- Hard Hat (as work tasks dictate)
- High visibility safety shirt, vest, or jacket
- Steel toe work boots
- Leather work gloves (as work tasks dictate)
- Safety glasses with affixed side shields (as work tasks dictate)
- Hearing protection (as work tasks dictate)

Hazards associated with the work shall be evaluated by the contractor and appropriate measures taken to ensure the safety of contractor employees, County personnel, and the public.

10. Submittal Requirements

The cost of preparing Bids is the responsibility of Bidders.

10.1. ELECTRONIC SUBMITTALS (MANDATORY)

All bids submitted electronically shall be submitted via [OpenGov Procurement Portal](#). Submittals received through other means shall not be opened.

The electronic time and date stamp will serve as the verification of the submittal requirement.

ELECTRONIC SUBMITTAL PROCESS

To be considered, Bids shall be received by the bid closing date and time via [OpenGov Procurement Portal](#).

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the OpenGov Portal will be definitive of the time of receipt. Bids received after the deadline will not be accepted.

After submitting a Bid via [OpenGov Procurement Portal](#) and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email from OpenGov Procurement. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

10.2. CERTIFIED CHECK OR BID BOND

- A. No bid will be considered unless accompanied by a certified check or an acceptable bid bond of the bidder, payable to the order of Cecil County, Maryland, for **five (5) percent of the total base bid amount**, which will be forfeited to the County 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 bid bonds of all except the two lowest bidders shall be returned after the Contract is awarded; and the checks of the two lowest bidders shall be returned after the proper execution of the Contract Documents with the low bidder.
- C. If the low bidder shall fail to execute the Contract Documents as specified, he shall forfeit the bid bond or certified check as liquidated damages and the Contract may be awarded to the second low bidder as specified in [#Award Information](#) Section.

11. Award Information

11.1. METHOD OF SOURCE SELECTION

Cecil County, Maryland is required to adhere to Cecil County Code, Section 92 Purchasing, concerning good public purchasing practices using a competitive process (BID). All available information may be reviewed on the Cecil County, Maryland website (www.ccgov.org).

11.2. METHOD OF AWARD

- A. The County reserves the right to reject any or all bids.
- B. The Contract shall be awarded or rejected within 90 days from the date of opening bids.
- C. If the bidder to whom an award is made shall fail to execute the Contract in the specified time indicated, the award may be annulled and the Contract awarded to the second lowest and responsible bidder, or the County may reject all of the bids as their interest may require.
- D. Once all contracts and bond requirements are prepared for the contractor's signature and completion, a package will be sent by certified mail and the contractor will have ten (10) work days from the date of receipt to complete the required paperwork and return for final processing. If the contractor is unable to complete the package within set time limits, the contractor may request in writing a limited one-time extension two (2) work days prior to completion date. If the extension is provided, the timeframe will be determined by the County. Once all time limits are surpassed and the required paperwork is not completed and returned, the County has the right to award the bid to the next qualified vendor and the original vendor may forfeit the bid bond/certified check, etc., as liquidated damages.

11.3. BASIS OF AWARD

The Contract may be awarded to the lowest responsive and responsible bidder(s) whose bids comply with all the requirements prescribed. In acceptance of bids, the County will be guided by consideration of the interest of the public and the County shall be under no obligation to accept the lowest bid.

Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. To ensure fair competition unresponsive bids or bids obviously unbalanced may be rejected. If there is any discrepancy between the unit price and the extended price, the unit price shall prevail.

Cecil County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent.

All contracts and/or quantities are contingent on budgeting constraints. All awards are based on Total Bid Amounts. The County reserves the right to add or delete items from the bid package due to budget constraints, which may result in changing the Total Bid Amount. The awarded vendor will be notified of any changes resulting in a bid price change.

11.4. NOTICE TO PROCEED

A Notice to Proceed will be sent Certified Mail to the Contractor by Cecil County, Maryland and the Contractor shall proceed within ten (10) calendar days after receipt of such notice. Failure to proceed within the ten (10) calendar day period may result Cecil County, Maryland terminating the Contract Agreement.

11.5. METHOD OF PURCHASE AND 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. Payment/Final payment will be remitted upon acceptance of the completed project and receipt of final invoice.

All invoices shall be submitted to:

Cecil County, Maryland
Department of Public Works
Engineering & Construction Division
200 Chesapeake Blvd, Suite 2400
Elkton, MD 21921

12. Bid Submission

12.1. [A Copy of Certificate of Status from the Maryland Department of Assessments and Taxation*](#)

*Response required

12.2. [A copy of current business license for State of Maryland*](#)

*Response required

12.3. [Bid Bond*](#)

Bid Bond is REQUIRED for this project.

Requirements for the bid bond or certified check:

If submitting a Bid Bond, upload a **FULLY EXECUTED** copy here prior to the deadline of 12:00 pm on Thursday, November 20, 2025. The original bond will only be requested from the lowest responsive and responsible bidder after bid opening.

OR

If submitting certified check, it shall be submitted PRIOR to the deadline of 12:00 pm on Thursday, November 20, 2025 in original hard copy format at Cecil County, Maryland, Attn: Purchasing Department, 200 Chesapeake Blvd., Elkton, MD 21921. Please upload a document stating that you are submitting a certified check instead of a bid bond in order to respond to this question.

*Response required

12.4. [Proposal Statement*](#)

By selecting confirm, the bidder agrees to the following:

The bidder 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 bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work, and described, and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and

void; and the deposit accompanying the proposal shall be forfeited to and become the property of the County.

☐ Please confirm

*Response required

12.5. Total Bid Amount*

The Bid Form lists all anticipated work tasks, the unit of measure and estimated quantities. The bidders shall insert as indicated a unit price or lump sum price for each listed work task and multiply that price by the quantity to arrive at an extended total for each work task. All extended prices are then summed to arrive at the Total Bid Amount for the project. The bid will be awarded to the bidder that has the lowest total bid price and is responsive and responsible as defined in the bid/contract documents.

By confirming, the bidder swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants, and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.

☐ Please confirm

*Response required

12.6. The above statements and responses are certified to be true and accurate, and we have the equipment, labor, supervision and financial capacity to perform this Contract for the Total Bid Amount, either with our organization, or with subcontractors.*

☐ Please confirm

*Response required

12.7. Agreement of Terms and Conditions*

The VENDOR 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 Proposal Forms are to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery,

tools, apparatus, kitchen utensils and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the VENDOR shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the VENDOR has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be subscribed to by at least one (1) member. In the case of corporations, the corporate name must be by some authorized officer or agent thereof, who shall also subscribe his name and office.

☐ Please confirm

*Response required

12.8. Indemnity/Hold Harmless Agreement*

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County, Maryland, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County, Maryland, 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 therefrom) 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 B-26-023-58042 Cecil County Sheriff's Office - PH 4 - Retrofit Exterior for Parking/Sallyport, except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland'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.

☐ Please confirm

*Response required

12.9. Agreement of Jurisdiction*

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement may not be modified except in writing executed by the parties.

☐ Please confirm

*Response required

12.10.Addendum Verification*

This is to certify this project reflects changes created by the addenda.

☐ Please confirm

*Response required

12.11.Updated W-9*

*Response required

12.12.Local Contractors' Preference*

Do you assert that you qualify under definition of "Local Bidder" under Cecil County Code Section 92? If so, have you attached required documentation?

☐ Yes

☐ No

*Response required

12.13.REDACTED version of submittal (optional)

13. Bid Sheet

BASE BID

Part of awarded contract. Contractors shall provide a schedule of values using AIA Document G702-1992 or similar that identifies the components and pricing that equals the total pricing for the above.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B-1	All work indicated within the Contract Documents (within 180 calendar days)	1	LS		
B-3	Permanent Fencing and Gate items (See Section 9.2 for Scope of Work)	1	LS		
TOTAL					

VIGILES LIFE SAFETY ENGINEERING

See Section 9.2 for Scope of Work

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B-2	Work as per Section 9.2 (Max Price)	1	each	\$34,522.00	
TOTAL					