

**BID NO. PUR-1380  
INVITATION TO BID  
ISSUED ON BEHALF OF  
THE BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND  
BY**

**THE WASHINGTON COUNTY PURCHASING DEPARTMENT  
100 WEST WASHINGTON STREET, ROOM 3200  
HAGERSTOWN, MD 21740  
PHONE: 240-313-2330  
FAX: 240-313-2331**

**DATE ISSUED: February 9, 2018**

**JANITORIAL SERVICES FOR  
WASHINGTON COUNTY OFFICE BUILDINGS**

**PRE-BID CONFERENCE DATE/  
TIME AND LOCATION:**

**Friday, February 16, 2018 at 1:00 P.M. (EST)**  
Washington County Administration Complex  
100 West Washington Street  
Third Floor, Conference Room 3000  
Hagerstown, MD 21740

**SUBMIT BIDS TO:**

Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street  
Third Floor, Room 3200  
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE  
AND BID OPENING TIME:**

No later than **2:00 P.M. (EDST), Wednesday, March 14, 2018**

**BID OPENING LOCATION:**

Washington County Administration Complex  
100 West Washington Street  
Third Floor, Conference Room 3000  
Hagerstown, MD 21740

If indicated below (√) and not waived by the County, Bidders shall be required to provide the following:

- \_\_\_\_\_ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- \_\_\_\_\_ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- \_\_\_\_\_ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

**PUR-1380**

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**PURCHASING DEPARTMENT  
DIVISION OF BUDGET & FINANCE**

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331  
[www.washco-md.net](http://www.washco-md.net)

**PUR-1380  
INVITATION TO BID  
JANITORIAL SERVICES FOR WASHINGTON COUNTY OFFICE BUILDINGS**

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **JANITORIAL SERVICES** at specific Washington County Office Locations. Bid documents are available immediately from the Washington County website: [www.washco-md.net](http://www.washco-md.net) by accessing “Divisions & Departments / Purchasing Department / Open Bid Invitations” or may be obtained in the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. **Direct all inquiries to Brandi Naugle, CPPB, Buyer at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID - (PUR-1380) JANITORIAL SERVICES**” and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M. (EDST), Wednesday, March 14, 2018** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

A Pre-Bid Conference will be held on **Friday, February 16, 2018 at 1:00 P.M. (EST)** in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

A building tour and site survey is scheduled for **Friday, February 16, 2018 at 8:00 A.M. (EST)**. **No accommodations shall be made for a building tour and site survey at a different date and time.** All interested bidders are requested to meet in the Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All sites shall be visited. Please provide your own transportation and allow four (4) hours to complete the tour.

**NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington**

**County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

**BOARD OF COUNTY COMMISSIONERS**  
**OF WASHINGTON COUNTY, MARYLAND**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
Supply and Service Contracts

**INTRODUCTION**

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Purchasing Director (hereinafter "Purchasing Director"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

*Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.*

**GENERAL CONDITIONS OF BIDDING**

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Director, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
- 3. Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Director of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Director whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Director of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

**10. General Guaranty:** Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

**11. Illegal Immigrants:**

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

**12. Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Rick F. Curry, CPPO – Purchasing Director  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Room 3200  
Hagerstown, MD 21740  
FAX: 240-313-2331; or send questions in MicroSoft Word platform via  
e-mail to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland— State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Director.



19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.
20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered; time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit two (2) copies, one with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile Bids will not be accepted.***
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right

to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

- 25. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
  - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
  - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Purchasing Director.
  - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
  - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- 28. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

## **BID BONDS**

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
  
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

## **SPECIFICATIONS REFERENCES**

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
  
2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar

days at the Bidder's expense or the Purchasing Director shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Director hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Director to judge if each requirement of the specifications is being complied with.

## AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of

\$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
  
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Director on contracts of purchase and on contracts of sale (if applicable):
  - a. The ability, capacity and skill of the Bidder to perform the service required.
  - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
  - c. The quality of performance of previous contracts or services.
  - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
  - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
  - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
  - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
  - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
  - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Director shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Director with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

### **CONTRACT PROVISIONS**

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Director, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Purchasing Director and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Purchasing Director shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
  - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.

- b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
- c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- 6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Director's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Director.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Director, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b. Extended upon written authorization of the Purchasing Director and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

## **DELIVERY PROVISIONS**

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Director or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Director shall constitute authority for the Purchasing Director to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse



the County, within a reasonable time specified by the Purchasing Director, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned, that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number  
The Name of the Article and Stock Number (Supplier's)  
The Quantity Ordered  
The Quantity Back Ordered  
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

**PUR-1380**  
**JANITORIAL SERVICES**

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. **Access to Site:** A building tour and site survey is scheduled for **Friday, February 16, 2018 at 8:00 A.M. (EST)**. **No accommodations shall be made for a building tour and site survey at a different date and time.** All interested bidders are requested to meet in the Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All sites shall be visited. Please provide your own transportation and allow four (4) hours to complete the tour.
2. **Availability of Contractor's Representative:** The Bidder shall have an English-speaking representative available at all times when work is in progress so that instructions may be received from any designated County Representative. Failure of the Bidder, or the Bidder's representative, to be present at the site shall invoke the liquidated damages clause.
3. **Bidder's Qualifications:**
  - a. A Bidder, if requested, shall submit evidence that the company maintains a permanent place of business, has an established business with at least three (3) successful years experience in providing janitorial services at similar facilities, has available or can obtain personnel, and has equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her.
  - b. **References of three (3) businesses currently being serviced by the Contractor for related work shall be supplied with the bid.** The reference information shall include, but need not be limited to, the entity's name, address, contact person, phone number of the contact person, square footage of the area of your responsibility, and the amount of the contract annually expressed in a dollar amount range. Failure to provide this information may be cause for the bid to be determined non-responsive.
4. **Form of Contract:**
  - a. The successful Bidder shall promptly enter into a contract with the County in a form approved by the County within ten (10) days after notification of award. The contract shall tentatively commence July 1, 2018 and end June 30, 2019 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods, subject to written notice given by the County at least ninety (90) calendar days in advance of its expiration date. If the Bidder wishes to renew the contract, he/she must submit a letter of intent to the County Purchasing Director at least one hundred twenty (120) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal and any increase in monthly costs for each specified building that the Bidder may request. All other terms and conditions shall remain unchanged.
  - b. The County may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material

change in the scope of work, or in the cost of performing because of a material change may be made by the Contractor or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.

- c. Either party shall have the right to cancel this contract upon thirty (30) calendar days' written notice to the other party.

**5. Indemnification and Insurance Coverage:**

- a. The Contractor shall furnish a certificate of insurance to the Washington County Commissioners no later than ten (10) calendar days from notice of award of the Contract based on the Insurance Requirements for Independent Contractors as outlined in Washington County *Insurance Requirements for Independent Contractors Policy*, a copy of which is attached herein.

- b. Fidelity Bonding of Each Employee                      \$5,000 Each Person

**6. Interpretation, Discrepancies, Omissions:** Refer to General Conditions and Instruction to Bidders – General Conditions of Bidding, Section 12; requests received after **4:00 P.M. (EST), Friday, February 23, 2018** may not be considered.

**7. Legal Requirements:** The Contractor agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970. The Contractor shall be responsible for all administrative costs, payroll, Federal and Maryland taxes, unemployment compensation costs and insurances.

**8. Liquidated Damages:** Should the selected Contractor fail to perform in accordance with the bid document, and the best practices of the trade, it is understood that the County shall deduct from the invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day, until such time as the performance is in accordance with the specifications, the terms and conditions of the bid, and the best practices of the trade. As evidenced by submitting a bid, it is also understood that this is not a penalty, but is in fact a liquidated damage. No assessments shall be levied that exceeds the Contractor's monthly invoice.

**9. Payment:**

- a. Payment shall be made within thirty (30) calendar days of receipt of invoices for each specified location submitted within ten (10) calendar days after the end of each month for work performed during that month in an amount equal to one-twelfth (1/12) of the annual cost and for annual specific services (annual strip/wax and buff hard floors and annual window cleaning) to the Washington County Deputy Director of Parks and Facilities Department, 1307 South Potomac Street, Hagerstown, MD 21740, in the amount stipulated on the Form of Proposal for services satisfactorily rendered and approved by the Deputy Director of Parks and Facilities Department. Billing shall be approved for one-twelfth (1/12) of the total annual cost each month, less any amounts forfeited by the

Contractor for non-performance, liquidated damages, or other reasons, in accordance with the contract documents.

- b. **Washington County reserves the right to deduct from any invoice the amount equal to the regular hourly labor rate of a Contractor's employee based on weekly calculations, as stated on the Form of Proposal submitted for this bid, for each hour of work not performed in accordance with the minimum number of daily hours required herein.**
- c. The annual contract costs for the first term of the contract shall be prorated from the actual beginning date of the first contract term.

**10. Quality Assurance Control:** The Contractor shall be given forty-eight (48) hours' notice of any scheduled performance inspection. All areas in all buildings shall be inspected and any unsatisfactory conditions not in compliance with specifications, terms and conditions, shall be noted and must be corrected within five (5) calendar days. The Contractor shall be expected to document the conditions found during the inspection and provide the Deputy Director of Parks and Facilities Department with a signed and dated copy and provide a notice upon completion when the conditions have been corrected.

**11. Responsibility of Bidder:**

- a. Each Bidder submitting a proposal for this work shall first examine the sites, verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she shall operate or that shall in any manner affect any work under his/her Contract. The Bidder shall accept the sites as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- b. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is [sdat.charterhelp@maryland.gov](mailto:sdat.charterhelp@maryland.gov), and phone numbers are: (410) 767-1340 or (888) 246-5941.

**12. Security:**

- a. For security purposes, all Contractor personnel shall wear a photo ID badge in plain sight and above the waist when on County property.
- b. A time-recording device shall be provided by the County for Contractor employees at each location for Option No. 1 and Option 2. Cards shall be supplied by the County and retained by the County.

- c. All Contractor employees shall be expected to record their arrival and departure times from County property and verify by signing time cards at the end of each week. Time cards shall be verified weekly by the Contractor's Representative. The representative selected must be able to meet the approval of the County.
- d. A criminal background check shall be required for all Contractors' employees. The Contractor shall provide the County with an authorization form (Attachment No. 1) for access to records. The background check shall be performed by the Court of Maryland or the Washington County Sheriff's Office. The Contractor shall replace any employee at the request of the County. No employee of the Contractor shall be allowed to start work without an approved background check. The County will be responsible for associated cost of the background checks.
- e. All employees of the Contractor must be eighteen (18) years of age or older. U.S. citizenship is not a requirement that the County imposes with respect to employees of vendors. Rather, all vendors entering into contracts with the County are required to comply with applicable labor and employment laws, including the Immigration Reform and Control Act of 1986, which prohibits employers from hiring or continuing to employ aliens who are not legally authorized to work in the United States.

**13. Specific Services:**

- a. Separate prices shall be stated in the space provided on the Form of Proposal for the following specific services for the County's budgetary requirements: (1) Carpet cleaning services based on time and material per square foot of office area as specified within the carpet care maintenance schedule. (2) Hourly labor rates per person for additional services, as required, based on regular hours, Saturdays, Sundays, and Holidays.
- b. Annual Floor Care: Provide separate price on the Form of Proposal to strip, wax and buff all hard floors in all buildings one (1) time per year.
- c. Annual Window Cleaning: Provide separate prices on the Form of Proposal to clean all windows in multi-story buildings inside and outside one (1) time per year in the following buildings: Administration Complex, County Office Building, Court House, and Court House Annex.

- 14. Total Base Bid:** A lump sum proposal is being requested for the work. The Base Proposal shall include the cost of any and all permits and/or fees, the cost of all applicable seals and other taxes required by local, state and federal laws, the cost of bonds and insurance required by the General Conditions, the cost of all material, labor, tools, equipment, transportation, landfill user fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specification. Contracts shall be awarded on the basis of the responsive, responsible, low Bidder(s) as follows (see Option Nos. 1 and 2 on Form of Proposal): Option No. 1 – to award Location Nos. 1 through 6 to one (1) contractor. Option No. 2 – to award each location (Location Nos. 1 to 6) separately. Separate prices requested for each location on the Form of Proposal are for the County's budgetary information.

## JANITORIAL SERVICES SPECIFICATIONS

### 1. Scope of Work:

- a. This specification is intended to set forth the requirements to the Cleaning Contractor for an adequate level of cleaning under normal conditions of building use, traffic, area density, and soil load. It is expected that weather conditions and other factors may at times impose greater or lesser cleaning requirements.
- b. The Contractor shall schedule all cleaning in accordance with normal operating schedules of the County buildings Monday through Friday excluding holidays unless otherwise specified by the agencies included in this document. All cleaning of office buildings on normal workdays shall be performed between the hours of 5:00 P.M. and 11:00 P.M. (EST) with the exception of the Court House and Court House Annex which shall be performed between the hours of 5:00 P.M. and 11:00 P.M. (EST) with no paid meal times for Contractor's employees. There shall be no normal requirement for working on Saturday, Sunday, or County holidays. If such work is performed, it shall be at the Contractor's discretion, and Contractor shall coordinate scheduling with Building Superintendent. The Contractor shall furnish all labor, supervision and equipment. The 2018/2019 County Holiday Schedule and the 2018 State Holiday Schedule are included herein.
- c. All trash/wastepaper can liners shall be supplied by the Contractor. All towels and toilet tissue for use in restrooms shall be supplied to the Contractor by Washington County. All other cleaning supplies and any administrative services necessary to perform all cleaning and janitorial duties herein specified, shall be furnished by the Contractor. Soap and sanitary napkins for dispensers shall be supplied and serviced by the County.
- d. All occupied areas shall be included under this Contract (see attached floor plan (Attachment No. 2) for the Washington County Agricultural Education Center for Zone 1 area not included in contract), including offices, hallways, stairways, elevators, lobbies, restrooms, etc. Pickup of trash in the interior areas and removal to dumpsters shall be included in the daily cleaning. All areas and equipment used by the Contractor shall be kept neat and orderly at all times.
- e. The contractor shall provide a supervisor for all locations awarded to its company. If the contractor is awarded more than one (1) location, the same supervisor may manage all locations that they have been awarded. The cost of the Managing Supervisor shall not be reflected as a separate part of the work force rate schedule and shall be calculated by the contractor as operating overhead. The supervisor will check daily with the County's Building Superintendent's office to receive any special instructions concerning upcoming schedule requirements, etc. Option No. 2: A lead worker or janitor may be considered as the contractor's representative. The following locations are exempt from the supervisor provision – Administrative Annex Building, 80 West Baltimore Street and the County Extension Services Office Building/Rural Heritage Museum Office, 7313 Sharpsburg Pike.

- f. All personnel performing services under this contract shall be regular employees of the Contractor. ***The Contractor shall not subcontract the work or any portion of it without first obtaining written approval from the Deputy Director of Parks and Facilities Department.***
- g. The Contractor shall carefully screen all of his/her employees prior to placement on County premises and shall furnish all reasonable information concerning them, if requested by the Board of County Commissioners of Washington County. The Contractor shall provide the Deputy Director of the Parks and Facilities Department with a list of employee names and number of employees assigned to the premises, the areas or duties to which they are assigned, and the number of hours involved in various work.
- h. The Contractor shall maintain an adequate supply of cleaning materials at all times. Coordinate storage locations with the Building Superintendent.

**2. Work Force:**

- a. The Contractor shall provide either a Supervisor at their cost or one (1) working Supervisor/leadworker for Location Nos. 1 through 6 of Option No. 1 or Option 2 with at least three (3) years experience in buildings of comparable size and quality of cleaning, and who has authority to act as agent for the Contractor.
- b. The County has determined that a minimum requirement of labor hours exists and that the Contractor shall provide janitorial services in accordance with the following requirements at the specified locations for the work week of Monday through Friday:
  - 1) **County Administration Complex, 100 West Washington Street -**  
Four (4) janitors @ 20 hours per week each, total of eighty (80) hours.
  - 2) **County Court House, 95 West Washington Street**  
**County Court House Annex, 24 Summit Avenue**  
Three (3) janitors @ 26 hours per week each, total of seventy-eight (78) hours.
  - 3) **Administrative Annex Building, 80 West Baltimore Street –**  
One (1) janitor @ twenty (20) hours per week
  - 4) **County Office Building, 33-35 West Washington Street -**  
Three (3) janitors @ 20 hours per week each, total of sixty (60) hours.
  - 5) **County Extension Services Office Building/Rural Heritage Museum Office,**  
7313 Sharpsburg Pike, Boonsboro, MD (See Attachment No. 2)  
One (1) janitor @ 20 hours per week
  - 6) **Division of Emergency Services, 16232 Elliott Parkway, Williamsport, MD**  
(See Attachment No. 3)  
One (1) janitor @ 20 hours per week

7) **WIC Location (Health Department)**

947 North Burhans Boulevard, Hagerstown, MD

Two (2) janitors @ 20 hours per week each, total of forty (40) hours.

NOTE: If any scheduled day falls on a County holiday, the required work shall be performed on the day before the holiday not on the following scheduled day.

- c. The County may, by written order, make changes in the general scope of the contract and in the specifications. The Contractor shall be given as much advance notice as is practicable when, for example, an office, or floor of an office building is to be added or deleted, whether temporarily or permanent, from the contract. If the changes so ordered cause an increase or decrease in the total square footage of services to be provided, an equitable adjustment will be made. The formula used to determine the increase or decrease in contract price shall be based on total square footage affected *as determined by the County* versus the total actual square foot price as taken from the Bid Documents and the hours either increased or decreased accordingly. **The square footage cost per building shall be calculated by dividing the annual price for the Location by the square footage for the Location as indicated in the "Building Information" contained herein. The County may also delete any specific service (i.e., annual strip/wax and buff hard floors, annual window cleaning, indicated as Items B and C for each Location No. on the Form of Proposal) as indicated on the Form of Proposal at any time during any of the contract terms.**
- d. It shall also be the Contractor's responsibility to provide a sufficient number of employees above the minimum requirements, if required, and equipment at all locations to assure compliance with specification.
- e. The Contractor is reminded that the hours specified *do not include a paid lunch period* for contract employees. The successful bidder shall adjust the work accordingly.

**3. Scheduling:**

- a. Personnel Schedule:

The Contractor shall provide a daily cleaning schedule and a daily work check list to his/her employees and the employees shall adhere to this schedule. A copy of this schedule and daily work check list shall be submitted to the Building Superintendent and Deputy Director of Parks and Facilities Department. This schedule shall be prepared and submitted for approval no later than ten (10) calendar days after signing of the Contract. The daily work check list shall be signed by the Supervisor/Responsible Individual at the end of each work day at each location and be left at the time card location at each building for review by the Building Superintendent.

- b. Management Schedule:

A weekly meeting shall be scheduled by the Contractor or his/her representative with the Building Superintendent to discuss the following:



- 1) Problems and/or complaints
  - 2) Cleaning schedule for the following month, i.e. cleaning, stripping, shampooing
  - 3) Possible remodeling, painting, replacement of carpeting
4. **Floor Sweeping:** Floors, except as hereafter specified, shall be swept clean so that no dust streaks show and no dust remains where dirt is picked up with dust pan. No dust or dirt shall remain in corners, back of radiators, under furniture, in back of doors, or on stair treads and risers. Sweeping shall be done with hair floor brushes, cotton treated sweeping mops, or vacuum cleaners in such a manner that a minimum of dust is raised. Clean under radiators and unit heaters, or other spaces not accessible to floor brushes or sweeping mops with a counter brush. To meet the standards required by these specifications, a swept floor shall show no streaks or missed deposits of dust and all corners shall be clean. All furniture and equipment required to be moved to provide a clean swept floor shall be replaced in its original position at completion of work. Baseboards, furniture, doors, and equipment shall not be scarred or damaged by being struck with the floor brush or sweeping mop or in the process of moving furniture and equipment. Edges of carpets, rugs, and rubber runners shall be rolled back and dirt and dust removed from the floor.
5. **Protection of Walls, Baseboards, and Equipment:** The Contractor shall provide adequate protection of walls, baseboards, furniture, and equipment during stripping, scrubbing, mopping, and waxing operations. All surrounding surfaces shall be cleaned and dried afterward.
6. **Walk-Off Mats:** Walk-off mats are provided by the County. The Contractor shall maintain all walk-off mats. Mats shall be cleaned daily.
7. **Power Equipment:** The Contractor may use propane/electrically powered equipment for vacuuming, stripping, scrubbing, and waxing. Gasoline/diesel powered equipment is prohibited. Buffers for spray buffing shall be high speed rated at 800 R.P.M. Propane powered equipment shall be acceptable for floor maintenance. No propane shall be left on County property when not in use.
8. **Damp Mopping:** Before mopping, floors shall be swept clean. Floors shall be damp mopped with a cotton string type mop to remove dirt and stains. Detergent solutions shall be used. Use the least amount of detergent to perform the work satisfactorily. Floors shall be rinsed clean so as to remove all traces of soap residue and to prevent dingy, cloudy appearances. When buckets are used, wet the floor where the bucket shall stand to prevent rings. Floors shall be thoroughly dried after mopping. Standing water shall not be permitted at any time. Workers shall be cautioned not to allow water to seep under stair treads. The surface shall be dried immediately if any dripping occurs. Upon completion of the damp mopping, mop strings shall be removed from the floor.
9. **Scrubbing:** Machine scrubbing with detergent solution shall be done when a floor cannot be cleaned by damp mopping. Scouring powder shall be used on very dirty concrete, tile or terrazzo floors. Water or solution shall not be permitted on floors longer than necessary to complete cleaning. All rugs, carpets, and walk-off mats shall be cleaned with a vacuum cleaner daily.

10. **Restrooms:** Regardless of any other statement made in these specifications, the prime aim in the cleaning of restrooms is that they be kept scrupulously clean and free from odors. In order to maintain a high standard of cleanliness, any dirt found in a restroom on inspection, immediately after cleaning, shall be considered to be unsatisfactory performance of service.
11. **Drinking Fountains:** Wash fountains with all-purpose detergent solution. Wipe remainder of fountain with clean, damp cloth. Do not use metal polish on fittings or fountain bowls.
12. **Mirrors:** All mirrors shall be cleaned daily.
13. **Glass in Entrances:** Glass in entrances shall be cleaned daily.
14. **Interior Glass and Metal Partitions:** Glass in wood partitions, glass in metal partitions, glass in interior doors and glass draft shield in windows shall be cleaned with a clean cloth dampened in clear water and dried with a chamois or clean, dry, lint-free cloth to remove all dirt and smudge marks. To be cleaned weekly unless more frequent schedule is required to keep them clean. Both sides of glass shall be cleaned in this manner.
15. **Horizontal Blinds:** Horizontal blinds shall be washed in place using a sponge dampened in all-purpose synthetic detergent solution. Minimum, once per year.
16. **Dusting:**
  - a. All dust shall be removed from exposed surfaces as specified by schedule and frequencies. High dusting is that which is above a height of six feet, such as duct work, piping, fans, light fixtures, and similar items required to be cleaned under this contract. Dust cloths are to be chemically treated for maximum dust adherence.
    - 1) Includes woodwork and trim around windows and doors, overhead pipes, air ducts, lighting fixtures, air conditioning grills, ventilating fans, and unit heaters. An industrial type or domestic type vacuum cleaner with necessary attachments may be used for high dusting. Custodial personnel shall not stand on furniture to dust. A properly and acceptably dusted area shall be free from dust.
    - 2) All furniture shall be dusted as frequently as specified. Letter-trays, books, etc., shall be lifted. Legs, rungs, and other parts of furniture shall be wiped in the course of dusting. A properly dusted room shall appear clean. There shall be no dust streaks. All chair legs, arms, backs, and seats shall be free of dust. There shall be no smudges or oily streaks on surfaces. Replace furniture or other articles moved in the course of dusting.
    - 3) All furniture upholstered with fabric covering shall be vacuumed.
17. **Washing Interior Doors and Trim:** All interior doors and trim on areas serviced under this contract shall be washed each month, using an all-purpose detergent as a cleaning agent. Wash water solution and rinse water shall be changed frequently to avoid streaks and smudges. Trisodium phosphate or alkali soaps shall not be used on painted surfaces.

**18. Services Shall Be Performed As Follows:**

a. DAILY

1) General Cleaning

- a) Empty trash receptacles; remove all debris to dumpster provided; wash and disinfect containers as needed and replace liners daily in the County Court House and County Court House Annex.
- b) Spot clean carpets (see Carpet Care Schedule herein)
- c) Clean and disinfect all water fountains
- d) Dust and mop tile floors (see Tile Floor Maintenance Schedule herein)
- e) Vacuum, mats, and runners
- f) Spot clean all interior glass doors and panels
- g) Clean all entrance glass doors, interior and exterior
- h) Empty common/public area and lunch room trash receptacles; remove all debris to dumpster provided; wash and disinfect containers as needed and replace liners.

2) Restrooms

- a) Empty, damp wipe, and disinfect trash receptacles
- b) Mop and rinse floors with disinfecting solution
- c) Clean and disinfect commodes, urinals, and wash basins
- d) Damp wipe walls and partitions
- e) Clean and polish mirrors and fixtures
- f) Empty and clean sanitary napkin receptacles and replace liners
- g) Replenish dispensers (towels and toilet tissue)

3) Vending Area

- a) Mop and rinse floors with disinfecting solution
- b) Empty trash containers and replace liners

- c) Damp wipe machines and walls to remove stains, spills and smudges
- b. WEEKLY
  - 1) General Cleaning
    - a) Dust horizontal ledges, furniture, equipment, and handrails
    - b) Spot clean walls, light switches, and doors
    - c) Check restroom floor drains for trap seal, disinfect, and add water.
    - d) Vacuum and spot clean carpets (see Carpet Care Schedule herein)
    - e) Dust, mop and buff tile floors (see Tile Floor Maintenance Schedule herein)
    - f) Empty desk side trash receptacles one (1) time per week (Friday evening) at all locations; dispose of all material in the owner's contracted dumpsters. Wash and disinfect containers as needed and replace liners.
- c. MONTHLY
  - 1) General Cleaning
    - a) Damp wipe and clean all interior doors, trim, glass panels, and wall handrails
    - b) Tile floors, halls, and stairways (see Tile Floor Maintenance Schedule herein)
    - c) Vacuum elevator tracks
  - 2) Dusting
    - a) All Public Meeting Rooms, Court Rooms, and Conference Rooms
    - b) Vacuum all upholstered furniture and carpeting
- d. QUARTERLY
  - 1) General Cleaning
    - a) Dust all high areas above 6 feet. Ledges, door and window frames, vents, grills, walls, ceilings and fixtures.

- 2) Window Cleaning
  - a) The interior and exterior of all windows on the 1st floor of all buildings shall be cleaned four (4) times per year in February, May, August and November. (Consult Window Cleaning Instruction Sheet)
- e. ANNUAL
  - 1) Window Cleaning
    - a) All windows of all buildings shall be cleaned (interior and exterior) one (1) time per year in May (consult Window Cleaning Instruction Sheet)
    - b) No power-lift equipment shall be allowed on brick sidewalk area without special approval of the County.
  - 2) Floor Stripping (to be scheduled by the Building Superintendent)
    - a) Thoroughly strip floor area of all wax and dirt buildup; apply two (2) coats of new non-slip wax and buff to a luster finish, free of buffer swirls and marks; clean all baseboards of wax and stripping compound residue

## CARPET CARE SCHEDULE

1. DAILY: The following areas shall be vacuumed daily on all floors. Any spills or stains shall be spot cleaned.
  - a. All conference rooms, meeting rooms, mail and copy rooms, all reception areas and employee lounges.
  - b. County Administrator's Office, all Court Rooms, public waiting areas, five Commissioners' Offices and Secretary Area.
  
2. WEEKLY: Without Exception:
  - a. All carpeted areas in all buildings shall be vacuumed on the last regular County work day of each week; chairs, and other obstructions shall be moved and replaced after vacuuming; spots and stains shall be spot cleaned.

## TILE FLOOR MAINTENANCE SCHEDULE

Mopping, cleaning and waxing of composite tile, terrazzo, wood and concrete floors; a top quality anti-slip material shall be applied to each floor as follows:

1. DAILY:
  - a. Dust mop to remove dirt and debris; wet mop using a solution of neutral detergent; spot clean spills, stains and scuff marks in all lobbies, halls, stairways, elevators and vending areas
  
2. WEEKLY:
  - a. All floor areas - perform daily schedule and spray buff. A finished floor shall be free of buffer swirls and marks; this task shall be performed the last regular work day of each week.
  
3. MONTHLY:
  - a. All floor areas - perform routine cleaning; top scrub with neutral detergent to remove scuff marks, scratches, and dirt and wax buildup
  - b. Replenish removed wax, buff to a luster, finish free of buffer swirls and marks
  
4. ANNUAL
  - a. All floor areas shall be stripped of old wax and dirt and replaced with new wax. (See Form of Proposal)

**CARE INSTRUCTIONS**  
**FOR WINDOWS WITH SOLAR FILM AT**  
**WASHINGTON COUNTY ADMINISTRATION COMPLEX AND**  
**WASHINGTON COUNTY COURT HOUSE AND ANNEX**

Solar Master corporation's thermal insulating film requires little maintenance, similar to the window glass to which it has been applied. Normal window cleaning procedures may be used, with the following cautions and recommendations:

1. Please wait three (3) weeks before cleaning the film for the first time after the installation.
2. Use any of the following solutions: mild soap and water; Kleen-Kote (a solution specifically created for washing film, available from our company), or isopropyl alcohol (1 part) and water (20 parts) - the latter two produce sparkling clean windows and no "residue" to be rubbed away. Ammonia and/or ammonia-based cleaning solutions are not recommended.
3. Spray the film lightly, all over, with the cleaning solution, using a hand sprayer. (You may also apply the cleaning solution with a cloth, if desired, but this method takes longer to apply and clean).
4. Remove the cleaning solution with a squeegee, applying light pressure (just enough to remove the moisture of the cleaning solution). A soft cloth or soft paper towel or sponge may also be used.
5. Do NOT squeegee dry film - slight scratches may result. Respray if necessary.
6. Dry the edges of the window (and film) thoroughly with a soft cloth or paper towel, so that no moisture remains to seep under the film at the edges.
7. If the film is spliced, exercise caution around the splice. Do NOT pull the squeegee (or cloth, etc.) across the splice. Always pull the squeegee (or cloth, etc.) along the splice, carefully. Be sure that the splice edges are dry afterwards - blot if necessary.

**WASHINGTON COUNTY ADMINISTRATION COMPLEX**  
**COMMISSIONERS' MEETING ROOM**

Rowlands' Glass Studio Instructions for Clear-Shield System for "Easy-Clean" Glass:  
Clear Shield Glass will resist staining, discoloration and remain easier to clean than ordinary glass indefinitely, provided that special two part after care program is followed. Please use Ritec special cleaning product provided by our maintenance facility department. Contact Gene Wolfe – 240-313-2290 for care sheet and product.

Ritec "Clean-All" Instructions:

\*For Window Cleaning:

1. Dilute 10ml "Clean-All" Concentrate with 5 liters of fresh warm water. (This is the same as one (1) capful of "Clean-All" to 2.3 gallons of water.
2. Apply by spray, brush or sponge.



3. Agitate with a soft brush if necessary to remove stubborn areas.
4. Squeegee dry or wipe dry w/lint free cloth.

**SAFETY PRECAUTIONS:** Keep out of reach of children, Plastic gloves are recommended, In case of contact with eyes – Wash with copious amounts of water. If irritation persists, seek medical advice.

DO NOT USE ON MARBLE OR OTHER SURFACES THAT NOT ACID RESISTANT.

## COURTHOUSE CLEANING & MAINTENANCE WINDOW INSTRUCTIONS

1. **DUSTING:** Dust acrylic with a soft cloth or chamois, wiping gently (NO PAPER TOWELS).
2. **WASHING:** Wash acrylic with mild soap or detergent and lukewarm water solution. Use clean soft cloth or natural sponge and as much solution as possible. Rinse Well. Dry by blotting with a damp cloth or chamois. Grease and oil are best with hexans, kerosene or aliphatic naphtha. **AROMATIC COMPOUNDS MUST NOT BE USED!**

**DO NOT USE -** Window cleaning fluids, scouring compounds, gritty cloth, leaded or ethyl gasoline's or strong solvents such as alcohol, acetone, carbon tetrachloride, lacquer thinners, Windex and etc. – **NO PAPER TOWELS>**

**ANTI-STATIC COATING** – These coatings on acrylic successfully prevent the accumulation of electrostatic charge. Between applications of the anti-static coatings, acrylic need only be dusted with a soft damp cloth or chamois. Mild detergents (for example 1% Joy detergent in water) provide good anti-static properties while serving as excellent cleaners for acrylic.

**POLISHING** – After cleaning and polishing, the acrylic may be waxed with a good grade of commercial wax. Waxing will improve the appearance of the acrylic by filling in minor scratches. The wax should be applied in a thin even coat and brought to a high gloss by rubbing lightly with a soft dry cloth.

A few cautions should be observed:

1. Do **NOT** use hard brushes or abrasives in cleaning the film - scratches or tears shall result.
2. Do **NOT** rub or clean the film when condensation is present.
3. Do **NOT** rub or brush sharp-edged articles such as scrapers, razors, or even jewelry against the film.
4. Do **NOT** post heavy gummed signs, Christmas spray-on snow, etc. on the film. If signs or decorations are desired, a lightly gummed tape such as Paklon may be used, with caution. If the tape leaves a residue, dampen a soft cloth with lighter fluid and rub that area gently.

## **BUILDING INFORMATION**

### **LOCATION NO. 1 – COUNTY ADMINISTRATION COMPLEX – 100 West Washington Street**

Basement – 3,500 ft <sup>2</sup>	15 – Restrooms
First Floor – 19,000 ft <sup>2</sup>	9 – Conference Rooms
Second Floor – 18,500 ft <sup>2</sup>	2 – Meeting Rooms
Third Floor – 13,500 ft <sup>2</sup>	5 – Employee Lounge
	9 – Reception Areas
	1 – Copy Rooms
	65 – Private Offices
	5 – Staircases, front & back 4 floors each.
	2 – Elevator
	234 – Exterior windows 2 <sup>nd</sup> & 3 <sup>rd</sup> floors
	171 – Exterior windows 1st floor

### **LOCATION NO. 2 - COURT HOUSE ANNEX – 24 Summit Avenue**

Sub Basement Level – 2,231 ft <sup>2</sup>	19 – Restrooms
Basement – 4,679 ft <sup>2</sup>	3 – Jury Rooms
First Floor – 6,910 ft <sup>2</sup>	14 – Reception Areas
Second Floor – 6,910 ft <sup>2</sup>	25 – Private Offices
Third Floor – 6,910 ft <sup>2</sup>	1 – Elevator
Connecting Tower – 420 ft <sup>2</sup>	2 – Stair Towers, Front and Connecting Building
	1 – Copy Room + 1 Kitchenette
File Room makes up 28,060 ft <sup>2</sup>	1 – Court Room
Hard floor area – 2,405 ft <sup>2</sup>	1 – File Room

### **LOCATION NO. 2 - COUNTY COURT HOUSE – 95 W. Washington Street**

Basement – 1,457 ft <sup>2</sup>	6 – Restrooms
First Floor – 8,650 ft <sup>2</sup>	1 – Jury Room
Second Floor – 8,650 ft <sup>2</sup>	4 – Court Rooms
	2 – Public Waiting Areas
Copy and Machine Room makes up 18,757 ft <sup>2</sup>	2 – Elevators
Hard floor area – 1,440 ft <sup>2</sup>	1 – Stair Tower Building Center
	1 – Copy and Machine Room
	9 – Private Offices

### **LOCATION NO. 3 - COUNTY ADMINISTRATIVE ANNEX – 80 West Baltimore Street**

12,000 ft <sup>2</sup>	4 – Conference Rooms
	1 – Lunch Room
Hard floor area – 1,200 ft <sup>2</sup>	3 – Restrooms
	9 – Private Offices
	1 – Open Space Area

## **BUILDING INFORMATION**

### **LOCATION NO. 4 - COUNTY OFFICE BUILDING - 33/35 W. Washington Street**

Basement – 5,000 ft <sup>2</sup>	13 – Restrooms
First Floor – 10,823 ft <sup>2</sup>	8 – Reception Areas
Second Floor – 8,000 ft <sup>2</sup>	41 – Private Offices
Third Floor – 10,823 ft <sup>2</sup>	2 – Court Rooms
Fourth Floor – 10,823 ft <sup>2</sup>	2 – Elevators
	1 – Copy Room
Hard floor area – 6,214 ft <sup>2</sup> (office area on floor not included)	

### **LOCATION NO. 5 - EXTENSION SERVICE OFFICE BUILDING/RURAL HERITAGE MUSEUM OFFICE - 7313 Sharpsburg Pike**

Extension Service Office Building – 11,000 ft <sup>2</sup>	12 – Private Offices
	1 – Library
	2 – Kitchen Areas
	1 – Classroom
	2 – Conference Rooms
	1 – Open Space Area
	4 – Toilets
Rural Heritage Museum Office – 200 ft <sup>2</sup>	1 – Office (Mondays and Fridays)

### **LOCATION NO. 6 - DIVISION OF EMERGENCY SERVICES – 16232 Elliott Parkway, Williamsport, MD**

Upstairs – 2,864 ft <sup>2</sup>	4 - Restrooms
Downstairs – 1,795 ft <sup>2</sup>	1 – Lunch Room
	3 – Training Rooms
	1 – Communications Operations Room
	1 – Vending Area
	1 – Stairway
	2 – Hallways
	1 – Console Training Room

**BUILDING INFORMATION**

**LOCATION NO. 7 – WOMEN INFANT & CHILDRENS (WIC) LOCATION –**  
947 N. Burhans Boulevard, MD – Total Square Footage 36,000 ft<sup>2</sup>

Clinic – 10,000 ft <sup>2</sup>	1 – Lobby/Play Area 1 – Classroom 1 – Conference Room/Meeting Room 4 – Bathrooms 1 - Custodial Area 2 - Storage/Workrooms 13- Offices 1 – Breakroom
Distribution Center/Warehouse - 26,000 ft <sup>2</sup>	1 – Office 1 - Bathroom

**APPROXIMATE TOTAL OF GROSS SQUARE  
FOOTAGE FOR ALL BUILDINGS** **210,645 sq. ft.**

## WASHINGTON COUNTY 2018/2019 HOLIDAY SCHEDULE

Holiday	2018	2019
New Year's Day	Monday, January 1, 2018	Tuesday, January 1, 2019
Martin Luther King's Birthday	Monday, January 15, 2018	Monday, January 21, 2019
President's Day	Monday, February 19, 2018	Monday, February 18, 2019
Good Friday	Friday, March 30, 2018	Friday, April 19, 2019
Memorial Day	Monday, May 28, 2018	Monday, May 27, 2019
Independence Day	Wednesday, July 4, 2018	Thursday, July 4, 2019
Labor Day	Monday, September 3, 2018	Monday, September 2, 2019
Veteran's Day	Sunday, November 11, 2018 <b>(observed Monday, November 12, 2018)</b>	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 22, 2018	Thursday, November 28, 2019
Friday after Thanksgiving	Friday, November 23, 2018	Friday, November 29, 2019
Christmas Eve	Monday, December 24, 2018	Tuesday, December 24, 2019
Christmas Day	Tuesday, December 25, 2018	Wednesday, December 25, 2019
New Year's Eve	Monday, December 31, 2018	Tuesday, December 31, 2019

## 2018 STATE HOLIDAY SCHEDULE

<b>Date/Day</b>	<b>Holiday</b>
January 1 (Monday)	New Year's Day
January 15 (Monday)	Dr. Martin Luther King, Jr., Birthday
February 19 (third Monday)	Presidents' Day
May 28 (Monday)	Memorial Day
July 4 (Wednesday)	Independence Day
September 3 (first Monday)	Labor Day
October 8 (Monday)	Columbus Day* (observed)
November 6 (Tuesday)	Gubernatorial Election Day
November 12 (Monday)	Veterans' Day (observed)
November 22 (fourth Thursday)	Thanksgiving Day
November 23 (fourth Friday)	American Indian Heritage Day
December 25 (Tuesday)	Christmas Day

**SIGNATURE TO BIDS**

**NOTE: Bidders shall use this page as a cover page when submitting his/her bid.**

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, shall be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County’s property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.**

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and shall furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

SIGNATURE TO BIDS (Cont'd)

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

---

---

BIDDER'S COMPANY/FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE PRINTED: \_\_\_\_\_

TELEPHONE & FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ EMPLOYER'S FEDERAL IDENTIFICATION NO. \_\_\_\_\_

***For Informational Purposes Only:*** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No



**PUR-1380  
JANITORIAL SERVICES**

**FORM OF PROPOSAL**

<b>OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor</b>	
<b>Location No. 1 - COUNTY ADMINISTRATION COMPLEX</b>	
<p>A. Annual Price:</p> <p>_____ Dollars <i>(Written Unit Price)</i></p> <p>_____ Cents <i>(Written Unit Price)</i></p>	<p>(\$ _____) <i>(Figures)</i></p>
<p>B. Annual Strip/Wax and Buff Hard Floors:</p> <p>_____ Dollars <i>(Written Unit Price)</i></p> <p>_____ Cents <i>(Written Unit Price)</i></p>	<p>(\$ _____) <i>(Figures)</i></p>
<p>C. Annual Window Cleaning:</p> <p>_____ Dollars <i>(Written Unit Price)</i></p> <p>_____ Cents <i>(Written Unit Price)</i></p>	<p>(\$ _____) <i>(Figures)</i></p>
<p><b>D. SUB-TOTAL ANNUAL PRICE (of A, B, &amp; C for Location No. 1)</b></p> <p>_____ Dollars <i>(Written Unit Price)</i></p> <p>_____ Cents <i>(Written Unit Price)</i></p>	<p>(\$ _____)* <i>(Figures)</i></p>

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 2. - COURT HOUSE & COURT HOUSE ANNEX**

A. Annual Price:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

**D. SUB-TOTAL ANNUAL PRICE (of A, B, & C for Location No. 2)**

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

(\$ \_\_\_\_\_)\*  
*(Figures)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 3. - ADMINISTRATIVE ANNEX BUILDING**

A. Annual Price:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

**D. SUB-TOTAL ANNUAL PRICE (of A, B, & C for Location No. 3)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)\*  
(Figures)

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 4. – COUNTY OFFICE BUILDING**

A. Annual Price:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

**D. SUB-TOTAL ANNUAL PRICE (of A, B, & C for Location No. 4)**

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)\*

*(Figures)*

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 5. – EXTENSION SERVICES OFFICE BUILDING/RURAL HERITAGE MUSEUM OFFICE**

A. Annual Price:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

**D. SUB-TOTAL ANNUAL PRICE (of A, B, & C for Location No. 5)**

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)\*

*(Figures)*

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 6. – DIVISION OF EMERGENCY SERVICES**

A. Annual Price:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

B. Annual: Strip/Wax and Buff Hard Floors

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_)  
*(Figures)*

**D. SUB-TOTAL ANNUAL PRICE (of A, B & C for Location No. 6)**

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_)\*  
*(Figures)*

**OPTION NO. 1 – To award Location Nos. 1 through 7 to one (1) contractor**

**Location No. 7. – WOMEN INFANTS & CHILDREN (WIC) LOCATION**

A. Annual Price:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

B. Annual: Strip/Wax and Buff Hard Floors

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

**D. SUB-TOTAL ANNUAL PRICE (of A, B & C for Location No. 7)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)\*  
(Figures)

**TOTAL LUMP SUM BID for OPTION NO. 1:  
(Sum of \* items – Location Nos. 1 through 7)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 1. - COUNTY ADMINISTRATION COMPLEX**

A. Annual Price:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

**D. TOTAL ANNUAL PRICE (of A, B, & C for Location No. 1)**

\_\_\_\_\_ Dollars

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

\_\_\_\_\_ Cents

*(Written Unit Price)*



**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 2. - COURT HOUSE & COURT HOUSE ANNEX**

A. Annual Price:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

**D. TOTAL ANNUAL PRICE (of A, B, & C for Location No. 2)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 3. - ADMINISTRATIVE ANNEX BUILDING**

A. Annual Price:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

**D. TOTAL ANNUAL PRICE (of A, B, & C for Location No. 3)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

\_\_\_\_\_ Cents  
(Written Unit Price)

(\$ \_\_\_\_\_ )  
(Figures)

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 4. – COUNTY OFFICE BUILDING**

A. Annual Price:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

**D. TOTAL ANNUAL PRICE (of A, B, & C for Location No. 4)**

\_\_\_\_\_ Dollars

*(Written Unit Price)*

\_\_\_\_\_ Cents

*(Written Unit Price)*

(\$ \_\_\_\_\_)

*(Figures)*

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 5. – EXTENSION SERVICES OFFICE BUILDING/RURAL HERITAGE MUSEUM OFFICE**

A. Annual Price:

\_\_\_\_\_ Dollars  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

\_\_\_\_\_ Cents  
(Written Unit Price)

B. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

\_\_\_\_\_ Cents  
(Written Unit Price)

C. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

\_\_\_\_\_ Cents  
(Written Unit Price)

**D. TOTAL ANNUAL PRICE (of A, B, & C for Location No. 5)**

\_\_\_\_\_ Dollars  
(Written Unit Price)

(\$ \_\_\_\_\_)  
(Figures)

\_\_\_\_\_ Cents  
(Written Unit Price)

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 6. – DIVISION OF EMERGENCY SERVICES FACILITY**

A. Annual Price:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_ )  
*(Figures)*

B. Annual Window Cleaning:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_ )  
*(Figures)*

C. Annual Strip/Wax and Buff Hard Floors:

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_ )  
*(Figures)*

**D. TOTAL ANNUAL PRICE (of A, B & C for Location No. 6)**

\_\_\_\_\_ Dollars  
*(Written Unit Price)*

\_\_\_\_\_ Cents  
*(Written Unit Price)*

(\$ \_\_\_\_\_ )  
*(Figures)*

**OPTION NO. 2 – To award each Location (Location Nos. 1 through 7) separately**

**Location No. 7 – WOMEN INFANTS & CHILDREN (WIC) LOCATION**

<p>A. Annual Price:</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____)  <i>(Figures)</i></p>
<p>B. Annual Window Cleaning:</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____)  <i>(Figures)</i></p>
<p>C. Annual Strip/Wax and Buff Hard Floors:</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____)  <i>(Figures)</i></p>
<p><b>D. TOTAL ANNUAL PRICE (of A, B &amp; C for Location No. 7)</b></p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____)  <i>(Figures)</i></p>

*The following pricing must be provided by the Bidder but it shall be solely at the County's option to utilize these services, if required.*

<b>ADDITIONAL OPTIONAL RATES</b>	
<p>Additional Carpet Cleaning, as required: (per square foot)</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____ /ft<sup>2</sup>)  <i>(Figures)</i></p>
<p>Hourly Labor Rate per person for Additional Services as required:            Regular: (per hour)</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____ /hour)  <i>(Figures)</i></p>
<p>Hourly Labor Rate per person for Additional Services as required:            Saturdays, Sundays, and Holidays: (per hour)</p> <p>_____ Dollars  <i>(Written Unit Price)</i></p> <p>_____ Cents  <i>(Written Unit Price)</i></p>	<p>(\$ _____ /hour)  <i>(Figures)</i></p>

**WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Bid Number PUR-1380

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the  
(Print Signer's Name) (Print Office Held)

above named Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the  
(Month) (Year)

above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

**PUR-1380**  
Rev. 2/29/08

\_\_\_\_\_  
TITLE



**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991  
Effective Date: August 27, 1991  
Revision Date: March 4, 1997  
Effective Date: March 4, 1997

**AUTHORIZATION FOR ACCESS TO RECORDS**

I hereby authorize access to any information about me, which may be found in the Criminal Records Central Repository, the Motor Vehicle Administration Driver Records Division, the District Court Criminal System, or any other agency records. I have been advised that this information, together with any other available information may be used as a factor for employment consideration. In this connection the following information is furnished.

Last Name		First Name		Middle Name	Maiden Name
Street Address				City	County State Zip
Date of Birth:	Month	Day	Year	Driver's License No.	
Social Security Number				State Issuing Driver's License	
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male				Height/Weight:	

**CONSENT FOR DISCLOSURE OF PERSONAL INFORMATION**

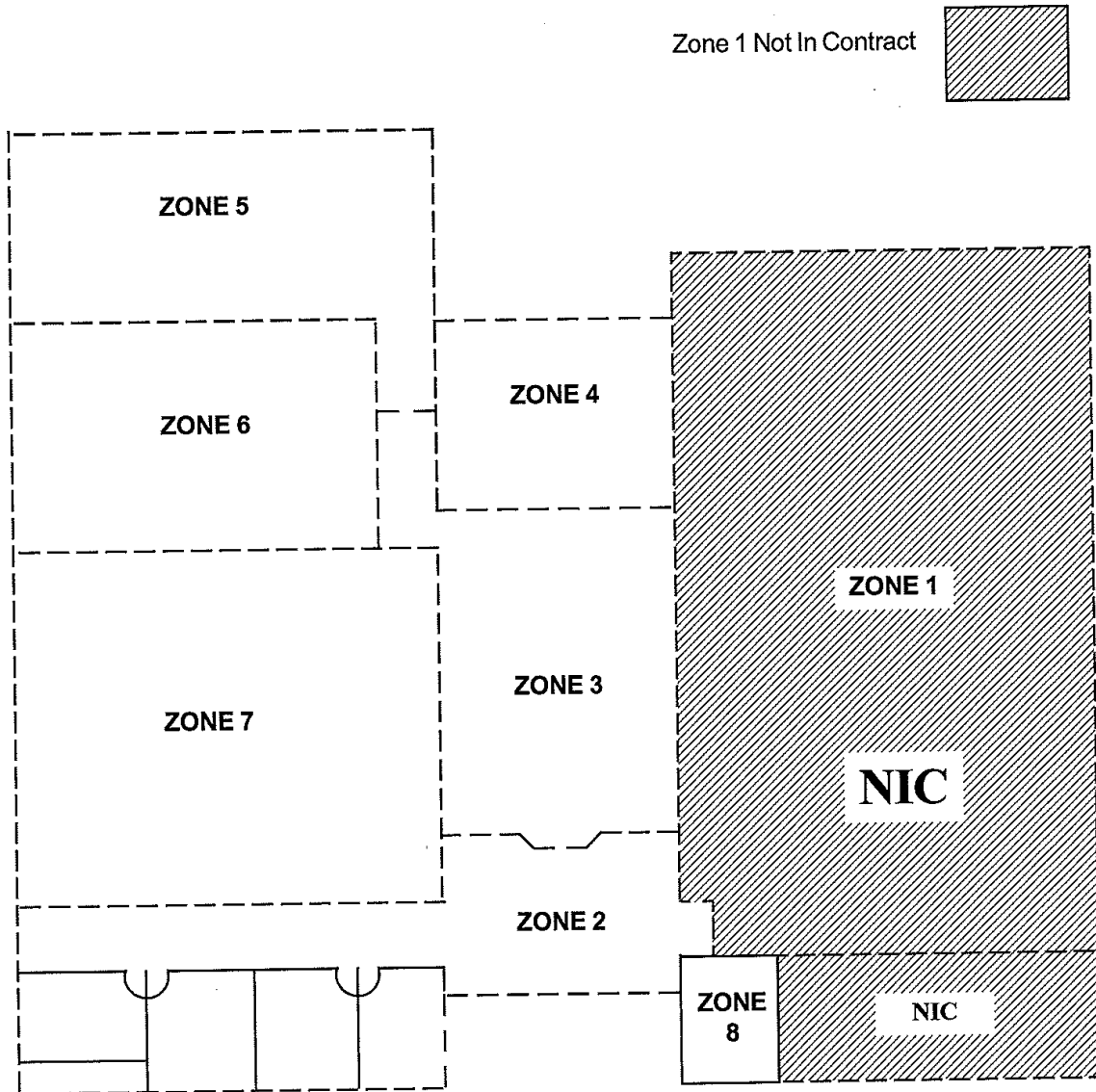
**I hereby consent to and authorize the release of personal information from my personal records and/or files.**

\_\_\_\_\_ Applicant's Signature \_\_\_\_\_ Date

APPLICANT DO NOT WRITE BELOW THIS LINE

Person Requesting Record Check			Title	Date
The District Court <input type="checkbox"/> has no objection <input type="checkbox"/> has an objection to hiring the above person for employment.				
Signature		Date	Title	
Comments: _____				

Washington County Agricultural Education Center



Rev. 5/25/01

