

**BID NO. PUR-1452
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, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: October 30, 2019

**ROOF MEMBRANE REPLACEMENT AT CONOCOCHEAGUE
WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS**

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

Wednesday, November 6, 2019 at 10:00 A.M. (EDT/EST)
Washington County Division of Environmental Management
16232 Elliott Parkway
Williamsport, MD 21795

SUBMIT BIDS TO:

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

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

No later than **2:00 P.M. (EDT/EST), Wednesday, November 27,
2019**

BID OPENING LOCATION:

Washington County Administration Complex
100 West Washington Street
Second Floor, Conference Room 2001
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.

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TABLE OF CONTENTS

	<u>PAGE</u>
I. Invitation to Bid	1 - 2
II. General Conditions and Instructions to Bidders	3 - 16
III. Supplemental Terms and Conditions	17 - 19
IV. Scope of Work / Specifications.....	20 - 30
V. Washington County's <i>Insurance Requirements for Independent Contractors Policy</i>	31 - 32
VI. Signature to Bids.....	33 - 34
VII. Form of Proposal.....	35
VIII. Attachment A Google Map.....	36

**ROOF MEMBRANE REPLACEMENT AT CONOCOCHIEAGUE
WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS**

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **Roof Membrane Replacement at the Conococheague Wastewater Treatment Plant Multipliable Buildings**. Bid documents are available immediately from the Washington County website by accessing: <https://www.washco-md.net>, “**Quick Links / Open Bid Invitations – Purchasing Department**” or may be obtained in the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 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-1452) Roof Membrane Replacement at the Conococheague Wastewater Treatment Plant Multipliable Buildings**” and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST), Wednesday, November 27, 2019** at which time they will be publicly opened and read aloud in the Washington County Administration Complex, Second Floor Conference Room 2001. Bids received after this time will be returned unopened. All interested parties are invited to be present.

NOTE: All Bidders 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 bid and/or to attend the Pre-Bid 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.

A Pre-Bid Conference will be held on **Wednesday, November 6, 2019 at 10:00 A.M., (EDT/EST)**, at the Washington County Division of Environmental Management Public Meeting Room located at 16232 Elliott Parkway, Williamsport, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

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 five (5) 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 and 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 Director of Purchasing (hereinafter "Director of Purchasing"), 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 Director of Purchasing, 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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing 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 ensure 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's *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:

Brandi Naugle, CPPB – Buyer
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331 or send questions in Microsoft Word platform via
e-mail to: 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 Director of Purchasing.

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/2019/01/budfin-purch-ProcurementPolicy.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided 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 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, and phone numbers are: (410) 767-1340 or (888) 246-5941.
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 Director of Purchasing.
 - 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing 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/jurisdiction's 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 Director of Purchasing'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 Director of Purchasing.
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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing 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 Director of Purchasing, 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-1452
ROOF MEMBRANE REPLACEMENT AT CONOCOCHIEAGUE
WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Access to Site:** The successful Bidder shall coordinate all efforts of the work and access to the site with the County's authorized representative, Mr. Mike Smith, Deputy Director of Maintenance/Collections, Department of Water Quality 240-313-2600.
2. **Award:** The Board of County Commissioners reserve the right to award the contract to the responsive, responsible lowest Bidder based upon the Total Lump Sum Bid. In the event that all responsive, responsible bids exceed the budget for this project, the County reserves the right to award the contract in a descending priority order not to exceed the budget for this project. The contract will not be split between multiple Bidders. Bidders must bid on all buildings to be considered responsive. It is the County's intent to issue a purchase order (which shall serve as a Notice to Proceed) within thirty (30) calendar days after submission of bid. Carelessness in bid prices, or in preparation of bid otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed.
3. **Bidder's Qualifications:** A Bidder, if requested, shall submit evidence that the company maintains a permanent place of business, that the company has had at least five (5) successful years of experience as a roofing contractor, 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. Each firm submitting a proposal shall be licensed to operate in Washington County.
4. **Bidders Responsibility:** Each Bidder submitting a proposal for this work shall first examine the site, verify any dimensions pertinent to the work, and thoroughly be satisfied to the conditions under which he/she will operate or that shall in any manner affect any work under this Contract. The Bidder shall accept the site as he/she finds it. 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.
5. **Disputes:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties. The County's Director of Purchasing may request in writing, the recommendation of the head of the County agency using the item or materials, or other objective sources.
6. **Examination of Site:** The County will provide a tour of the Control Building site, concluding the Pre-Bid Conference, for the purpose of making a visual survey. Before submitting a bid, each Bidder shall visit the site and shall be responsible for knowledge of the conditions affecting the work. The act of submitting a bid is to be considered acknowledgement of the Bidder that he/she has inspected the site and is familiar with the conditions and requirements and shall submit his/her bid accordingly.

7. **Exceptions:** The submission of a bid shall be considered an agreement to all the items, conditions, and specifications provided herein and in the various bid documents unless specifically noted otherwise in the proposal.
8. **Form of Proposal:** All bids must be submitted on the forms provided herein.
9. **Installation:** The roofing system shall be installed per the manufacturer's recommendations and industry standard practices. All costs associated with installation shall be included in the bid price.
10. **Insurance:** Upon request and prior to execution of the contract, the successful Contractor shall show Evidence of Insurance as outlined in the attached copy of *Insurance Requirements for Independent Contractors*.
11. **Interpretations, Discrepancies, Omissions:** Should any vendor find discrepancies in, or omissions from, the documents, or in his/her investigation of the site conditions, or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331; or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all vendors by the Washington County's Director of Purchasing 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 vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after **4:00 P.M., (EDT/EST), Wednesday, November 13, 2019** may not be considered. Every interpretation made by the County will be made in the form of an addendum. If issued, addenda will be sent by the Director of Purchasing to all interested parties.

12. **Landfill Fees:** Disposal of items shall be at an approved landfill and any fees for same shall be included in the Bidders proposal.
13. **Liquidated Damages:** Liquidated damages shall be applied at the rate of one hundred fifty (\$150.00) dollars per consecutive calendar day for each day the Contractor fails to complete the work as specified herein.
14. **Lump Sum Bid:** A lump sum bid is being requested for the work. The total sum for the work shall include the cost of any and all permits licenses and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of required bonds and

insurances, 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 specifications.

15. **Payment:** Payment will be made after final inspection, approval and acceptance of the work by the County's Representative. Upon final acceptance of the work, the invoice for payment shall be submitted to the Washington County Division of Environmental Management, 16232 Elliott Parkway, Williamsport, Maryland 21795. Payment will be made within thirty (30) calendar days upon receipt of the invoice, in the amount stipulated on the Form of Proposal.
16. **Qualification:** The County may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidders 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.
17. **Responsibility of Contractor:** Each Bidder submitting a bid for this work shall first examine the site(s) 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 contract. The Contractor shall accept the site(s) as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Contractor for negligence in this respect. 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, and phone numbers are: (410) 767-1340 or (888) 246-5941.
18. **Time of Completion:** By submission of bid, the Bidder agrees to commence work under this Contract upon receipt of the Notice To Proceed (issuance of Purchase Order), prosecute the work diligently, and **substantially complete ready for its intended use and occupancy not later than May 31, 2020**. The time stated for completion shall include material procurement, construction, and final clean-up of the premises ready for occupancy. The successful Bidder shall schedule construction times with Mr. Mike Smith, Deputy Director, Department of Water Quality, 240-313-2600.
19. **Warranty:** TPO membrane roof system manufacturer shall provide a written weather tightness warranty for a maximum of twenty-five (25) years against leaks in roof panels, arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions.
20. **Working Hours:** Work on this project shall be performed during normal working hours, 7:00 A.M. to 3:30 P.M., Monday through Friday.

**ROOF MEMBRANE REPLACEMENT AT CONOCOCHIEAGUE
WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS**

SCOPE OF WORK / SPECIFICATIONS

PART 1 – GENERAL

1.1 WORK INCLUDES:

- A. Remove the existing membrane roof system on Filter Building, Headworks Building, Solids Handling Building, and Maintenance Building, at the Conococheague Wastewater Treatment Plant and install new .060 white TPO fully adhered roof system with all necessary accessories.
- B. Contractor will be responsible for actual Field Measurements to be used in preparation of Shop Drawings.

1.2 RELATED REQUIREMENTS:

- A. Remove existing membrane roof and existing metal edge and dispose of debris. Install 2” x 4” pressure treated wood nailer and ½” x 3-1/2” plywood nailer strips along outside edge of roof. Total wood layer thickness to be 2”.
- B. Install a 0.60 white TPO fully adhered roof system with all necessary accessories.
- C. Flash all vertical surfaces with .060 TPO membrane. Flash all plumbing vents with pre-formed TPO vent boots. Flash all irregular roof penetrations with TPO pitch pockets and pourable sealer.
- D. Install TPO walk pads at roof hatch and at service doors of all HVAC units.
- E. Install 24-gauge steel metal edging (color to match as close as possible).
- F. Install new 24-gauge steel gutters and downspouts. Color to match existing fascia as close as possible. Any debris generated will be removed from the site in a timely manner.
- G. Permits shall be responsibility of the Contractor.

1.3 REFERENCED STANDARDS:

- A. ASTM International as applicable:
 - 1. ASTM D2829 - 07(2013)Standard Practice for Sampling and Analysis of Existing Built-Up Roof Systems
 - 2. ASTM D3617 / D3617M - 17Standard Practice for Sampling and Analysis of Built-Up Roof Systems During Application

3. ASTM D3746 / D3746M - 85(2015)e1 Standard Test Method for Impact Resistance of Bituminous Roofing Systems
4. ASTM D4073 - 06(2013) Standard Test Method for Tensile-Tear Strength of Bituminous Roofing Membranes
5. ASTM D4074 / D4074M - 11(2015) Standard Test Method for Bitumen and Aggregate Content of Bitumen-Aggregate Mixtures From Roofing Samples
6. ASTM D4932 / D4932M - 89(2014)e1 Standard Test Method for Fastener Rupture and Tear Resistance of Roofing and Waterproofing Sheets, Roll Roofing, and Shingles
7. ASTM D5076 / D5076M - 13 Standard Test Method for Measuring Voids in Roofing and Waterproofing Membranes
8. ASTM D5602 / D5602M - 11 Standard Test Method for Static Puncture Resistance of Roofing Membrane Specimens
9. ASTM D5635 / D5635M - 11 Standard Test Method for Dynamic Puncture Resistance of Roofing Membrane Specimens
10. ASTM D5636 / D5636M - 94(2017) Standard Test Method for Low Temperature Unrolling of Felt or Sheet Roofing and Waterproofing Materials
11. ASTM D 5683/ D5683M-13 Standard Test Method for Flexibility of Roofing and Waterproofing Materials and Membranes
12. ASTM D6294 / D6294M - 13 Test Method for Corrosion Resistance of Ferrous Metal Fastener Assemblies Used in Roofing and Waterproofing
13. ASTM D6382 / D6382M - 99(2017) Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material
14. ASTM D6630 / D6630M - 16 Standard Guide for Low Slope Insulated Roof Membrane Assembly Performance
15. ASTM D7052 / D7052M - 17 Standard Test Method for Determining Impact Resistance of New Low Slope Roof Membranes Using Steel Balls (Z8295Z)
16. ASTM D7053 / D7053M - 17 Standard Guide for Determining and Evaluating Causes of Water Leakage of Low-Sloped Roofs
17. ASTM D7105 - 06(2013) Standard Test Method for Determining the Adhesive and Cohesive Strength Between Materials in Roofing or Waterproofing Membranes and Systems

18. ASTM D7120 / D7120M - 10(2017) Standard Guide for Evaluation and Preparation of Roof Membranes for Coating Application
 19. ASTM D7186 - 14 Standard Practice for Quality Assurance Observation of Roof Construction and Repair
 20. ASTM D7281 - 07(2013) Standard Test Method for Determining Water Migration Resistance Through Roof Membranes
 21. ASTM D7586 / D7586M - 11 Standard Test Method for Quantification of Air Intrusion in Low-Sloped Mechanically Attached Membrane Roof Assemblies.
 22. ASTM C1289-17 Standard Specification for Faced Rigid Cellular Polyisocyanurate thermal Insulation Board
- B. The Society for Protective Coatings (SSPC):
1. SSPC-Paint 15 – Primer for Use Over Hand Cleaned Steel performs to SSPC-Paint 15 standards.
 2. SSPC-SP2 – Hand Tool Cleaning.
- C. Underwriters Laboratories (UL):
1. UL 580 – Standard Tests for Uplift Resistance of Roof Assemblies, Class 90.
 2. UL 790 – Exterior Fire Exposure.

1.4 PRE-INSTALLATION AND COORDINATION MEETINGS:

- A. Convene a pre-installation meeting within two (2) weeks before actual start of installation of metal roof retrofit system.
- B. Request attendance of parties directly influencing the work of this section including the Maintenance Superintendent, Chief Plant Operator, Contractor, Engineer, Installer, and representative of the metal roof system manufacturer.
- C. Review materials, installation, protection, and coordination with other work in and around the building.
- D. Coordinate the application of the membrane roof with other trades and the occupants of the Control Building in such a manner that the complete installation is weather tight and in accordance with all approved details and warranty requirements.

1.5 SUBMITTALS:

- A. Product Data: Submit manufacturer's product information for a retrofit roof with specifications and installation instructions including the retrofit components and accessories with bid documents.
- B. Shop Drawings: Submit roof manufacturer's shop drawings showing the retrofit plans, sections, and details, transverse cross-sections, covering and trim details, and accessory installation details to clearly indicate proper assembly of components, if other than included in this document, one week before pre-installation meeting.
- C. Submit certification with bid documents verifying that the membrane roof system has been tested and approved by Underwriter's Laboratory as Class 90.
- D. Submit certification with the bid documents verifying that the membrane roof system to be used for the retrofit has been tested in accordance with ASTM E 1592 test protocols (State Air Pressure Difference).
- E. Dealer Certification: Submit certification with bid documents that the supplier or metal retrofit roof system is a manufacturer's authorized and franchised dealer of the system to be furnished.
 - 1. Certification shall state date on which authorization was granted.
- F. Approval Process: To seek approval from Washington County for an alternate roof system for this project, the following samples and documentation shall be submitted to the County for approval before the date when questions are due.
 - 1. Sample of fasteners and panel clips to be used in the roofing installation.
 - 2. Sealants and closures samples.
 - 3. Complete warranty information.
 - 4. Complete product description, details and information for the roof system.
 - 5. Proof of required UL-90, FMG and ASTM certifications.
- G. Installers Certification: Submit certification on or before the date when questions are due showing that the metal building system or roof system installer has been regularly engaged in the installation of building systems of the same or equal construction to the system specified.
- H. Warranty Documentation: The manufacturer's warranty shall be submitted to the County for approval. The warranty shall be executed at the conclusion of the work and before final payment is made by the County.

1.6 QUALITY ASSURANCE:

- A. Manufacturer's Qualifications:
 - 1. Manufacturer regularly engaged, for past 25 years, in manufacture design, and installation of membrane roofing and retrofit systems of similar type to that specified.
- B. Installer's Qualifications:
 - 1. Installer regularly engaged, for past five (5) years continuously, in installation of membrane roofing systems of similar type to that specified and is capable of showing successful installation on similar type of projects.
 - 2. Employ persons trained for installation of standing seam metal roofing.
- C. Membrane roof manufacturer shall provide evidence of compliance with specifications through testing, including appurtenances.
- D. Supplier: A single supplier shall furnish the system specified in this document and has been doing so for twenty-five (25) years.
- E. Design Criteria:
 - 1. The roof shall be designed to sustain the specific loads in accordance with IBC 2018 with Washington County climate data modifications, listed in Spec Section 2.3 of this document, those published in the MBMA Low Rise Building System Manual, and ASCE 7-10. All based on the "Latest Edition" of the listed manuals.
 - 2. Wind Uplift:
 - a. Membrane retrofit roof system shall be a system that has been tested and approved by Underwriter's Laboratory as Class 90.
 - b. Membrane retrofit roof system shall be tested in accordance with the all applicable ASTM standards. The retrofit roof system shall have fully documented certification by an independent laboratory that the test was conducted and shall include ultimate and allowable system uplift capacities for both the "field" of roof and any "areas of discontinuity".
 - c. Performance Testing: Roof system shall have air infiltration of no more than 0.0007 cfm per square foot of roof area when tested in accordance with ASTM E-1680 at a static pressure difference of 20.0 psf. Roof system shall have no water penetration through the panel seams when tested in accordance with ASTM E-1646 at a static pressure difference of 20.0 psf.

- F. Fire Classification: The retrofit roof system with isocyanate insulation shall be certified by Underwriters Laboratories as a Class A roof covering assembly when tested in accordance with UL 790 (ASTM E-108 / NFPA 256) for exterior fire exposure.
- G. Fabrication Criteria: Clearly and legible each piece and part of assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
- H. Manufacturer must be certified under current AISC-MB category.

1.7 DELIVERY, STORAGE, AND HANDLING:

- A. Delivery and Acceptance Requirement: Delivery materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
 - 3. Do not store materials directly on ground. Stack materials on platforms or pallets, covered with tarpaulins or suitable weather tight, ventilated covering.
 - 4. Store materials on flat, level surface, raised above ground, with adequate support to prevent sagging.
 - 5. Protect materials and finish during storage, handling, and installation to prevent damage.
 - 6. Store metal roof panels so rain water will drain freely and not accumulate.
 - 7. Do not store panels in contact with other material, which may cause staining.

1.8 WARRANTY:

- A. TPO membrane roof system manufacturer shall provide a written weather tightness warranty for a maximum of twenty-five (25) years against leaks in roof panels, arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions.
 - 1. Warranty shall be signed by both the Membrane roof system manufacturer and the membrane roof system installer.
 - 2. Maximum liability of warranty shall include the material and labor to correct problems or replace panels as necessary.

- B. Membrane roof system manufacturer shall provide a written paint film warranty for twenty-five (25) years on finish film integrity and color retention.
 - 1. Warranty shall be signed by roof system manufacturer and state that the coating contains 70 percent “Kynar 500” or “Hylar 5000” resin.
 - 2. Membrane roof system manufacturer shall warrant that the coating shall not peel, crack, blister, flake, chalk or chip for twenty-five (25) years.
- C. The Membrane Roof Manufacturer shall Warrant for a period of twenty-five (25) years, that chalking shall not exceed ASTM D 659, #8 rating and shall not fade more than five (5) units in accordance with ASTM D 2244 under normal atmospheric conditions. Manufacturer’s Certification: Submit written certification signed by the manufacturer stating that the metal roof system manufacturer will provide warranties specified herein.

1.9 JOB CONDITIONS:

- A. Protection:
 - 1. Provide special protection on newly completed roofing to avoid unusual wear and tear during installation.
 - 2. Protect building walls, rooftop units, windows and other vulnerable components during installation.
- B. Environmental Requirements:
 - 1. Comply with roof manufacturer recommendations as to allow for weather conditions during installation. Also take into account the effect of high winds during installation of the roof system.

1.10 INSPECTIONS AND JOB CONTROL:

- A. A qualified technical representative of the manufacturer shall be available to make recommendations necessary to ensure compliance with the specifications and to make recommendations where unforeseen conditions become apparent to the Specifier.
- B. As soon as all construction under this Section, as well as any other construction which could in any way, affect construction under this Section, has been completed, a final inspection of the retrofit roof shall be made by a qualified representative of the manufacturer of the metal roof retrofit system.

1.11 MAINTENANCE INSTRUCTIONS:

- A. At the time of issuance of the warranty, a full set of instructions shall be included detailing preventative maintenance and noting a list of harmful substances, which may damage the roof system.

PART 2 - PRODUCTS

2.1 MANUFACTURER:

- A. Carlisle 0.060 white TPO Membrane Roof System Manufacturer: or equal as approved by Washington County.

2.2 PRODUCT INFORMATION:

- A. Building Dimensions:
 - 1. Horizontal Dimensions: Indicated on the enclosed drawings in this document.
 - 2. Eave Height: Approximate measurements shown from the finished floor to intersection of insides of roof or sidewall sheets.
- B. Carlisle 0.060 white TPO membrane Roof System: as specified in this specification section, or pre-approved equal, subject to all requirements indicated on drawings and specified in this document.
- C. Approval Process: To seek approval from Washington County for an alternate roof system for this project, the following items must be submitted to the County by the date when questions are due.
 - 1. Samples of roof panels, roof panel clips, fasteners and sealants, as well as documentation described in Section 1.5, paragraph “F” within these specifications.

2.3 DESIGN LOADS:

- A. Governing Design Code: Structural design for the roof retrofit system shall be provided by the manufacturer for the following design criteria:
 - 1. Governing Building Code: IBC 8.
 - 2. Year/Version: Adopted by Washington County in 2016 with climate modifications.
 - 3. ASCE 7-10

B. Roof Live Load:

1. Roof live loads are loads produced during the life of the structure by moveable objects.
2. Wind, snow, seismic, or dead loads are not live loads.
3. Roof live loads are applied based on the Tributary Area as stated in code, at thirty (30) psf, non-reducible for the entire area of the roof.
4. Concentrated loads of three hundred (300) pounds over four (4) sq. ft. area.

C. Roof Snow Load:

1. Roof snow load used for designing the structure shall not be reduced and shall be the product of the following criteria:
 - a. Snow Load Coefficient (C_e): 0.
 - b. Thermal Factor (C_t): 1.0
 - c. Snow Importance Factor (I): 1.0
 - d. Ground Snow Load (P_g): forty (40) psf.
2. Design snow load shall include the effects of minimum flat roof load limits, rain on snow, drifting snow, and unbalanced snow load as defined in the governing building code specified above.

D. Wind Load:

1. Wind load used for designing the structure shall be the product of the following criteria:
 - a. Wind Exposure Category: "C".
 - b. Wind Velocity Pressure Exposure Coefficient (K_z): 1.90
 - c. Wind Topographic Factor (K_{zt}): 1.0
 - d. Wind Directionality Factor (K_d): 0.85
 - e. Wind Velocity (V), miles per hour: 115 mph.
 - f. Wind Importance Factor (I_w): 1.0.

2. Wind Pressure Coefficients and the design pressures shall be applied in accordance with the governing code.
3. Dead Load: Dead load shall consist of the weight of retrofit building roof at 2.5 psf.
4. Submit all structural calculations for the retrofit roof, sealed by a Maryland Professional Engineer along with the submittal for the shop drawings.

2.4 SHEET METAL ACCESSORIES:

- A. General Accessories: (i.e. Vent pipe seals, gutters, downspouts, fascia, etc.) Standard with metal roof systems unless otherwise indicated, provide coated steel accessories or aluminum coated the same as the steel roofing steel panels except in the selected color.
- B. Gutters: Formed in sections not less than twenty (20) feet in length, complete with end pieces, outlet tubes, and special pieces that may be required. Join sections with riveted and sealed joints. Unless otherwise indicated, provide expansion joint with cover plate where indicated. Furnish gutter supports spaced at maximum 48" o.c., constructed of same metal as gutters. Provide stainless steel or aluminum wire ball strainers at each outlet. Gutters shall be minimum 26-gage roll formed steel or aluminum, with Fluoropolymer paint finish. Gutter outlet tubes shall be fabricated as indicated on drawings. Gutter shall be a standard 6-inch size and configuration to replace all existing gutters.
- C. Downspouts: Formed in sections not less than ten (10) feet in length complete with any special pieces that may be required. Join sections with riveted and sealed joints. Downspouts shall be minimum twenty-six (26) gage roll formed steel or aluminum. Finish shall match gutter or wall panels. Gutter straps shall be spaced eight (8') on center maximum and be same material as gutter. All strap edges shall be rolled or smooth. All existing downspouts are to be replaced.
- D. Accessories: (Vent pipes, etc.) Standard with metal roof system manufacturer, unless otherwise noted and furnished as specified.
- E. Exterior Metal Coating on Gutters, Downspouts, Gable Trim, and Eave Trim: "Butler-Cote TM" finish system, full-strength, seventy (70) percent "Kynar 500" or "Hylar 5000" fluoropolymer (PVDF) coating.
- F. Location of Standard Accessories: Indicated on erection drawings furnished by metal building system manufacturer.
- G. Material used in flashing and transition parts and furnished as standard by metal building system manufacturer may or may not match roof panel material.
 1. Parts: Compatible and not cause corrosive condition.
 2. Copper and Lead Materials: Do not use with Galvalume panels

PART 3 - EXECUTION

3.1 GENERAL:

- A. Membrane roofing system shall be installed in strict conformance with manufacturer's instructions. System shall comply with Underwriter's Laboratory U.L. Class 90 wind uplift rating and/or FMG rating.
- B. At no time shall the roof panel be considered a safe work platform until completely sealed and secured to the structural system. Therefore, walk boards or other safety equipment, as required by safety standards, shall be provided by the installing contractor to provide for worker safety during installation.

3.2 ERECTION:

- A. Secondary Structural Members: Existing secondary structural members shall provide attachment for new roof clips and roof panel support.
- B. Framed Openings: Provide shapes of proper design and size to reinforce opening and to carry vertical and vibration loads imposed, including equipment furnished under mechanical or electrical work. As required by design, secure to the building structural framing.

END OF SPECIFICATIONS

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

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, will 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 will 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:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying quote or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the quote price or price proposal of the Contractor or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive quoting in connection with the contract for which the accompanying quote 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 Criminal Procedure Article, Section 6-220 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: _____ Federal Employer's 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-1452
ROOF MEMBRANE REPLACEMENT AT CONOCOCHIEAGUE
WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS

FORM OF PROPOSAL

1. LUMP SUM BID - FILTER BUILDING

_____ DOLLARS (\$ _____)
(Written) (Figures)

2. LUMP SUM BID - HEADWORKS BUILDING

_____ DOLLARS (\$ _____)
(Written) (Figures)

3. LUMP SUM BID - MAINTENANCE BUILDING

_____ DOLLARS (\$ _____)
(Written) (Figures)

4. LUMP SUM BID - SOLIDS HANDLING BUILDING

_____ DOLLARS (\$ _____)
(Written) (Figures)

TOTAL LUMP SUM BID FOR ALL BUILDINGS (Nos. 1 thru 4)

_____ DOLLARS (\$ _____)
(Written) (Figures)

REMARKS/EXCEPTIONS:

