

BID NO. PUR-1516
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: August 13, 2021

LEASE/PURCHASE ONE (1) NEW TARP MACHINE

PRE-BID CONFERENCE/TELECONFERENCE

DATE/ TIME AND LOCATION: **Friday, August 20, 2021 at 10:00 A.M., (EDT/EST)**
Washington County Administration Complex
Conference Suite 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

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, September 8,**
2021

BID OPENING LOCATION: Washington County Administration Complex
Conference Suite 3000
Third Floor, 100 West Washington Street
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-1516
LEASE/PURCHASE ONE (1) NEW TARP MACHINE**

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**PUR-1516
INVITATION TO BID**

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for a **LEASE/PURCHASE ONE (1) NEW TARP MACHINE**. Bid documents are available immediately from the Washington County website: www.washco-md.net by accessing the “**Services/Bids-Purchasing/Open Bid Invitations**”, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. Inquiries should be directed to Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, telephone 240-313-2330 or fax 240-313-2331.

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID – (Pur-1516 LEASE/PURCHASE ONE (1) NEW TARP MACHINE**” 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) on Wednesday, September 8, 2021** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

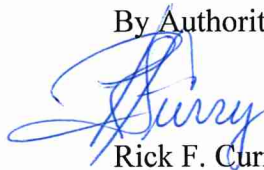
A Pre-Bid Conference/Teleconference will be held on **Friday, August 20, 2021 at 10:00 A.M. (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

NOTE: All Bidders must enter the Washington County Administrative 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/Teleconference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. 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 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:

Rick Curry, CPPO – Director of Purchasing
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

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/ProcurementPolicyManual2013FinalDraftrevised3-5-2021.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 or Electronic 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/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 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-1516
LEASE/PURCHASE ONE (1) NEW TARP MACHINE

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** The County reserves the right to award A contract to the responsive, responsible low bidder for the equipment to be leased / purchased. When an error is made in extending total prices, the written unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. All prices shall include all costs, including freight and delivery charges.

2. **Delivery:**
 - a. Bidders shall guarantee delivery of equipment and items in accordance with such delivery schedule as may be provided in the specifications and proposal.

 - b. All equipment shall be delivered within seventy (70) consecutive calendar days after receipt of order, F.O.B. Destination – Department of Solid Waste, 12630 Earth Care Road, Hagerstown, Maryland 21740 and delivery cost and charges included in the bid.

 - c. The Board of County Commissioners reserves the right to charge the contractor or vendor for each consecutive calendar day the equipment is not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board of County Commissioners, said sum of One Hundred Fifty (\$150.00) dollars per consecutive day to be charged back to the contractor or vendor for equipment not delivered by the delivery time specified. The Board of County Commissioners may allow the Contractor to provide equipment of comparable size and in safe working order as a substitute for the per diem charge.

3. **Competition:**
 - a. To better insure fair competition and to permit determination of lowest bidder:
 1. The name of the manufacturer, trade name, or manufacturer or vendor catalog number mentioned in the specifications is for the purpose of designating a standard or quality and type and for no other.

 2. Bids that show any omission, irregularity of forms, additions not called for, conditional or unconditional bids, or bids obviously unbalanced may be rejected.

 3. All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

 4. Specifications provided are based on County needs and uses estimated cost of operation and maintenance, and other significant and/or limiting factors to meet County requirements and be consistent with County policies. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

4. **Interpretation, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; requests received after **4:00 P.M., (EDT/EST) Friday, August 27, 2021** may not be considered.
5. **Substitutions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 26; Requests received after **4:00 P.M., (EDT/EST) Friday, August 27, 2021** will not be considered.
6. **Award:** The County reserves the right to award the contract to the responsive, responsible low bidder for the Tarp Machine.
7. Bidders shall submit applicable Specifications Sheets with Remarks/Exceptions indicated thereon along with the Form(s) of Proposal.
8. Payment shall be made within thirty (30) consecutive calendar days of receipt of invoice submitted to the Department of Solid Waste, 12630 Earth Care Road, Hagerstown, Maryland, 21740, in the amount stipulated on the Form of Proposal for equipment received and accepted by the County's Representative.
9. **Insurance Requirements:** The contractor shall be prepared to show evidence of insurance as required under Washington County's - *Insurance Requirements for Independent Contractors Policy*, a copy of which is included herein, prior to the execution of the Contract.
10. **Form of Proposal:** All bids must be submitted on the forms provided herein.

SPECIAL CONDITIONS

1. Brochures, Descriptive Literature, Manuals:

- a. Bidders shall furnish **two** (2) sets of complete descriptive literature and specifications of the equipment upon which the bid is based. The bidder shall furnish a detailed listing of the components and accessories of the complete unit upon which the bid is based and is to be attached to the proposal. Failure to comply with this requirement may be ample cause for rejection of the bid proposal.

2. Maintenance Performance:

- a. Bidders shall specify nearest location of parts depots from which parts may be obtained.
- b. Availability of parts and service shall be a factor in award or rejection of bid.

3. Equipment Standard:

- a. Equipment proposed shall be standard manufacturer's equipment.
- b. All bidders shall be willing to demonstrate proposed equipment to County prior to award, to ensure unit will function as per specifications and will perform adequately in County required work.

4. Operation Performance:

- a. All equipment to be furnished shall be designed and manufactured to efficiently operate continuously for eight (8) hour periods at maximum rated operating loads and at governed engine speeds. Such minimum rated operating loads and governed engine speeds must accompany your bid. These matters are considered to accompany the bid if they are contained in the required accompanying manuals or data sheets.
- b. The bidder shall maintain a Service Center and parts department within a fifty (50) mile radius of Hagerstown, Maryland. The Service Center may be located beyond this point, however, the maximum allowable cost per service call shall be 100 miles (round trip) and 1½ hours travel time. A parts inventory of \$20,000 must be maintained and shall be made available for verification by a representative of Washington County Government. The Service Center shall be staffed with qualified servicemen that can perform Road Service plus In-Shop service and be able to provide necessary parts or service within three (3) workdays.

5. Certification of Compliance with Specifications:

- a. The bidders shall comply with all conditions, provisions and specifications contained herein and which are hereby made a part of the contract. The bidder shall certify the equipment with its allied and/or accessory equipment, component parts and units will be suitable for the intended usage it was designed for. Furthermore, the bidder shall specify

that the equipment will or will not comply in every respect with this specification. In the event the equipment offered does not fully comply with these specifications, the bidder shall definitely state all deviations on his/her bid proposal sheet or an attached sheet. Where no statement is received, Washington County Government will assume the bidder meets every requirement of these specifications.

6. Silence of Specifications:

- a. The apparent silence of this specification, as to any detail or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit, ready for use upon delivery, shall be included, conform to the best practice and workmanship known, and subject to these specifications in full. All interpretations of these specifications shall be construed as minimum.

7. Material and Workmanship:

- a. All equipment furnished shall be guaranteed to be **new** and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

8. Warranty:

- a. Warranty shall be effective after final acceptance, which shall occur after a demonstration period and the required one-half day of on-site safety, maintenance and operation training. The contractor hereby warrants for a period of one (1) year from date of delivery that he/she shall, at his/her own expense and without any cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. Repairs, travel, and mileage shall be at no cost to the purchaser.
- b. Warranty claims rectified by the contractor shall in turn hereby be warranted as stated in (a.) above for a period of one (1) year from date of completion.
- c. The warranty shall be submitted in writing with the bid.

MAINTENANCE AND WARRANTY AGREEMENT
SPECIAL CONDITIONS

1. General:

- a. It is the intent of this contract to purchase certain equipment for use by Washington County; it is also intended to establish amounts and guaranteed maintenance and service of the purchased equipment for the stipulated time and not-to-exceed amounts is intended.
- b. The contractor shall comply with all the conditions, provisions, and specifications contained here and which are hereby made a part of the contract. The submission of the proposal shall be considered as prima facie evidence that the bidder has familiarized himself/herself with and understands the conditions under which the contract shall be awarded.

2. Equipment Purchase:

- a. Equipment to be furnished:
 1. This portion of the contract consists of furnishing and delivering equipment for its intended manufactured use to Washington County.
- b. Submission of Equipment Description:
 1. Each bidder shall furnish **two (2)** sets of complete descriptive literature and specifications on all components as published by the manufacturer of the equipment upon which the bid is based. The bidder shall furnish a detailed listing of the components and accessories of the complete unit upon which the bid is based.
- c. One-Year Warranty:
 1. The equipment furnished under these specifications shall be guaranteed against defective parts and/or workmanship for a period of one (1) year from date of delivery. Repairs under this warranty are to be made by the contractor at no cost to the County.
- e. Reimbursement for Loss of Equipment Use:
 1. A monetary penalty shall be imposed upon the contractor if the period of time in which the County is unable to use its own or substitute equipment exceeds three (3) working days. The penalty shall commence on the beginning of the fourth working day and shall be based on the most recent cost information obtained from the Rental Rate Blue Book.
- f. Delivery of Equipment:
 1. The equipment shall be delivered within seventy (70) consecutive calendar days from the date of receipt of the County's Purchase Order, F.O.B. to the Department of Solid Waste, 12630 Earth Care Road, Hagerstown, Maryland 21740.

g. Time of Delivery:

1. The contractor, upon receipt of the written notice of award of the contract or receipt of the purchase order, shall diligently execute the same so that it shall be fully completed within the time frame stated in the specifications, time being of the essence.

h. Default in Delivery:

1. The County shall determine the number of calendar days that the contractor is in default in completing the contract delivery schedule submitted and shall certify the same to the contractor in writing. For each calendar day so certified, the contractor shall pay the County the sum of One Hundred Fifty (\$150.00) Dollars per calendar day for the equipment not delivered by the delivery time specified herein, which sum is hereby agreed upon, not as a penalty but as liquidated damages which the County will suffer by reason of such default. The County shall be fully authorized and empowered to deduct and retain the amount of such damages, determined herein before stipulated, for each day that the contractor shall be in default.
2. If the bidder fails to make delivery within the time stated in the specifications herein, he/she shall supply suitable substitute equipment for use by the County free of charge until delivery of the equipment bid upon is made to the County.

i. Lease

1. This portion of the specification defines a Lease program under which the vendor shall provide the County the two (2) year Lease. The Lease program provided shall be for 24 (24) months with two (2) equal annual payments. Payments are to be made in advance with the first payment due within thirty (30) days from final acceptance of the units. All payments for the unit shall be due on the same date. The Lease program shall provide full ownership of the equipment at the end of the two (2) year program with no residuals or balloons at the end of the term. In addition, the Lease shall not contain a prepayment penalty and shall contain a non-appropriation of funds clause. **All bidders shall provide with their bid a sample set of Lease documents for review and approval by the County.** The County reserves the right to accept or reject any or all bids on the Lease and to take whatever action is in the best interest of Washington County, Maryland. The County shall not be responsible for any additional fees (application, recording, etc.) that may be associated with the Lease Agreement. These fees shall be incorporated into the annual lease payment amount. The Bidder must also arrange leasing such that the Washington County Board of County Commissioners does not incur personal property tax on the items.

3. **Guaranteed Maintenance:**

This portion of this specification defines an equipment maintenance program in which the contractor shall perform all service necessary to maintain the equipment described in these specifications in good operating condition during the agreement period and for a cost, which is guaranteed not to exceed a specified sum. The agreement period shall mean the life of the warranty. Repairs and service during the warranty period shall be

performed by the contractor at no cost to the County under the terms of the warranty (Section 2c above). The agreement period shall begin at the time of acceptance by the County.

b. Contractor Performance Requirements:

1. During the agreement period the contractor shall supply all labor, repair parts and equipment necessary to keep the unit and accessories in good repair and in an operating condition which is acceptable to the County except as otherwise stated in this specification.

c. Contractor Facility Requirements:

1. The contractor shall maintain professional and adequate facilities, personnel and equipment to perform the duties required by the specifications. Prior to making an award, inspection of the apparent successful bidder's facilities will be made by an authorized representative of the County. An unsatisfactory Facilities Survey Report will be considered adequate cause for rejection of the apparent successful bidder's proposal.

d. Guaranteed Total Cost Requirements:

1. All expenses and other sums that the contractor estimates shall be incurred while maintaining the County operated equipment during the agreement period shall be submitted as the guaranteed maintenance bid price. This price is also called the total authorized charge and is the maximum price that the contractor shall charge the County for maintenance during the entire term of the agreement period.
2. The contractor shall charge the County only for work that has been accomplished, but never more than the authorized charge.
3. If maintenance or repairs are performed on the equipment after the contractor has charged the County an amount equal to the total authorized charge, then all further maintenance work by the contractor during the agreement shall be without charge to the County.
4. If charges for work performed by the contractor during the term of the agreement are less than the authorized charge, then the contractor shall not charge the County for the difference.
5. In the event that the cost of repairs, including the parts and labor as estimated by the County is less than Five Hundred (\$500.00) Dollars for an individual repair, the County shall have the right to make or have the repair made in the County shop and need not give notice to the Contractor prior to the repair being made.
6. If the cost of repairs is in excess of Five Hundred (\$500.00) Dollars as estimated by the County, then the contractor shall be promptly notified so that he/she may prepare an estimate of the repairs and determine where the repairs are to be made.

e. Inoperative Equipment:

1. If, during the guaranteed maintenance period, the equipment is inoperative for a period of more than three (3) County working days due to the contractor's

inability to satisfy the requirements of the contract, then the contractor will, upon request, supply a substitute machine of similar type, size and power for the County's use until the equipment is again in operation. The contractor shall be solely responsible for the substitute equipment and all liabilities that might be incurred during its use by the County at no expense to Washington County, subject to the terms and conditions of the Maintenance & Warranty Agreement, Item No. 4, "COUNTY RESPONSIBILITY AND PREROGATIVES" contained in this document beginning on Page 24.

4. County Responsibility and Prerogatives:

- a. The County shall pay for all services on a monthly basis that are performed in compliance with this specification. Payment shall be made only upon receipt of properly submitted invoices, which shall contain fully itemized accounts, including penalty deductions, if any. Such penalty payments shall not be deducted from the sum of the guaranteed maintenance cost. In the event the service is performed on-site by the contractor, a copy of the work order indicating "total hours" and approved by an authorized County representative shall accompany the invoice.
- b. The County shall perform preventive maintenance on the unit according to the manufacturer's recommended schedule, such as greasing, engine oil changes, hydraulic oil changes, transmission oil changes, any/all machine fluids, application of anti-freeze and other additives, cleaning or replacement of all filters.
- c. The County shall furnish all oils, greases, fuels, additives, batteries and filters, hoses, and tires.
- d. The County shall make all minor adjustments and settings in accordance with the manufacturer's procedures and schedules.
- e. The County shall assume responsibility for cost of repairs due to fire, theft, accidents, vandalism, and operator's negligence while the equipment is in the possession of the County, or any substitute machine.
- f. The County shall assume full employer responsibility such as wages, insurance, etc., for all County personnel who operate, service or repair the equipment within the scope of Paragraph 4.b.
- g. The County upon receiving the equipment may at its option transfer title or lease the equipment to another party on the date that the County exercises the above option, unless agreed to the contrary in writing.
- h. Repairs shall be recommended, and work performed within normal time frame and shall not be governed or influenced by the nearness of the end of the agreement period or actual expenses in relation to the authorized charge. Neither party shall delay or accelerate repairs and/or maintenance to the disadvantage of the other party.

i. Disputes:

1. Unless otherwise provided by this agreement, any disputes concerning any question of fact arising out of this agreement that is not disposed of by mutual agreement, shall be decided by the County Commissioners who shall notify the contractor in writing of their determination that shall be final. The contractor shall be afforded an opportunity to be heard and offer evidence in support of its case prior to any decision. This provision does not preclude consideration of questions of law in connection with the aforesaid decision and nothing in this agreement shall be construed as making final any administrative decision regarding a question of law. Nothing herein shall be construed as a waiver by the parties of any rights or remedies provided by law. The laws of the State of Maryland govern the construction of this agreement.

PUR-1516
LEASE ONE (1) NEW TARP MACHINE

SCOPE OF WORK / SPECIFICATIONS

GENERAL DESCRIPTION:

1.1 PROJECT SCOPE:

1.1.1 Requirements for providing Tarp Machine: tarpARMOR® TDS30XS Tarp Deployer (or approved equal). **Substitutions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 26; Requests received after **4:00 P.M., (EDT/EST) Friday, August 27, 2021** will not be considered.

1.1.2 Delivery shall be to the owner within seventy (70) consecutive calendar days after receipt of purchase order.

1.2 SYSTEM DESCRIPTION:

1.2.1 Physical Dimensions:

1. Overall Length: 37 ft. – 8 in.
2. Overall Frame Height: 6 ft. – 0 in. (*Without blade brackets*)
3. Overall Width: 7 ft. – 8 in.
4. Max. Combined Weight: 11,800 lb. (Deployer, Spool, 300 ft. tarps w/chain & cable ballast)

1.2.2 Standard Features:

1. Wireless Remote Control: Engine Stop, Engine Start, Spool Load, Spool Unload, Spool Wind, Spool Unwind
2. Dual Wireless Camera System including in-cab Samsung Galaxy 8-inch monitor with RAM® mount
3. LED Lighting System
4. Engine hour meter
5. Visual Engine Air Filter Replacement Indicator
6. Visual Hydraulic Filter Replacement Indicator

1.2.3 Frame Structural Design:

1. Triple main beam structural steel tubing shall extend continuously across full width of machine
2. All beams shall remain parallel and protrude through ½” min. thickness laser-cut steel plates precisely locating and interlocking beams
3. All beams shall terminate into structural steel tubing Sled End Supports
4. Structural main beams shall be interconnected with diagonal truss supports
5. Sled End Supports shall include bottom flat surface no less than 60 inches in length to enable sliding transition over irregular working face surfaces
6. Sled End Supports shall be provided to protect tarp spool drive mechanism from side or end impact

7. Spool drive mechanism shall not be mounted on the outermost part of the tarp deployer frame
8. Frame weldment shall be slot-and-tab interconnected laser-cut components

1.2.4 Adjustable Lifting Brackets:

1. The adjustable blade brackets shall be delivered so as not to require on-site welding before operation.

1.2.5 Power System:

2. Engine, Diesel
3. Model: Air-Cooled Hatz 1D90E
4. Engine Power: 14.1 HP @ 3000 rpm
5. Engine Torque: 25.1 ft-lb. @ 1750 rpm
6. Final Torque at Spool: 800 ft-lb.
7. Final RPM at Spool: 18 rpm
8. Control: Wireless remote engine start and stop / Key Switch / Pull Cord

1.2.6 Electrical System:

1. Battery: Group 24 AGM, 80 Amp Hour
2. Charging System: 18 Amp Engine Magneto
3. 12-Watt passive solar maintainer

1.2.7 Hydraulic System:

1. Flow rate: 11 gpm @ 3400 rpm
2. System pressure: 1500 psi

1.2.8 Hydraulic System Filtration:

1. Hydraulic return filter: 25 micron
2. Dirt holding capacity: 93 grams
3. Suction Strainer: 100 μ wire mesh

1.2.9 Fluid Capacities:

1. Engine, Diesel Fuel: 5-gallon capacity
2. Hydraulic Reservoir 20-gallon

1.2.10 Tarps:

1. Tarp size shall be 30 feet wide by no less than 107 feet long.
2. Tarp fabric shall be Tactical Textile® ADC650 FR (or approved equal) 330 gsm uncoated, woven polypropylene, fire retardant, gray in color.
3. Both sides of the tarp must be finished with side pockets with 4-inch openings and contain 3/8-inch proof coil lateral chains. The chains shall run continuously the full length of the tarp plus extend two (2) feet beyond each end of the tarp to attach to the tarp spool and/or additional tarps.
4. Both ends of the tarp shall include six straps. The straps shall be constructed from two-inch seat belt webbing with a usable length of 24 inches. The straps shall be double

5. folded with D-ring loops on the end for attaching to the spool. Each strap shall extend onto the tarp fabric a minimum of 14 inches and be attached with reinforced stitching.
6. Transverse sleeves shall run across the width of the tarp, spaced no more than twelve feet between sleeves. Each sleeve shall have 4-inch openings to contain the 7/8-inch diameter 6X19 steel cable. Six (6) cables shall be included with each tarp and inserted in every-other sleeve. The ends of each sleeve shall be double layered for reinforcement.
7. The transverse sleeves are to be attached at each fabric panel splice. The panel splice joints shall be spaced no more than 12 feet apart and sewn together with double needle J-Seam construction. Two-inch polypropylene seatbelt webbing shall reinforce the sewn seam. All sleeves and stitching shall be on the top side of tarp, so no thread is directly exposed to the working surface.
8. A steel connector shall directly attach the 7/8-inch ballast cables to the 3/8-inch side chains. Each end of the steel cable connector (tarpLOX or approved equal) shall connect to the lateral chains with 3/8" diameter button head bolts. The bolts shall penetrate through the tarp fabric and chain link to make a positive connection. The bolt must be capped with a heavy fender washer and nylon insert locking nut.

PART THREE - EXECUTION

3.1 MANUFACTURERS SERVICES:

- 3.1.1 The manufacturer shall furnish the services of a competent factory representative to do the following:
 - 3.1.1.1 Inspect the system prior to delivery, supervise the start-up and testing of the system, and certify the system has been properly furnished and is ready for operation.
 - 3.1.1.2 Instruct the owner's operating personnel in the proper operation and maintenance of the system for a period of not less than one half day.

3.3 WARRANTY:

The warranty period for the TDS-XS (or approved equal) is 12 months from date of shipment to the original purchaser.

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

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

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	WASHINGTON COUNTY PUBLIC SCHOOLS
___	___	WASHINGTON COUNTY HEALTH DEPARTMENT
___	___	OTHER WASHINGTON COUNTY MUNICIPALITIES
___	___	HAGERSTOWN COMMUNITY COLLEGE
___	___	CITY OF HAGERSTOWN
___	___	FREDERICK COUNTY COMMISSIONERS
___	___	OTHER FREDERICK COUNTY MUNICIPALITIES
___	___	ALLEGANY COUNTY COMMISSIONERS
___	___	BOARD OF EDUCATION OF ALLEGANY COUNTY
___	___	OTHER ALLEGANY COUNTY MUNICIPALITIES
___	___	ALLEGANY COMMUNITY COLLEGE
___	___	CITY OF FROSTBURG
___	___	CITY OF CUMBERLAND
___	___	GARRETT COUNTY - GENERAL SERVICES
___	___	BOARD OF EDUCATION OF GARRETT COUNTY
___	___	OTHER GARRETT COUNTY MUNICIPALITIES
___	___	GARRETT COUNTY COMMUNITY COLLEGE
___	___	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

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 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 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: _____

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) NO.: _____

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-1516
LEASE/PURCHASE ONE (1) NEW TARP MACHINE**

FORM OF PROPOSAL

1. Annual Lease/Purchase Payment:

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

2. Total Annual Lease/Purchase Cost Over a Four-Year Period:

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

SEPARATE PRICE FOR PERFORMANCE/PAYMENT BOND, IF REQUIRED:

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

(4-year lease); State the Lease Interest Rate _____ **percent** (_____ %):
(Written) (Figures)

REMARKS/EXCEPTIONS:
