

**BID NO. PUR-1606
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: May 15, 2023

MLK NATURAL GAS AND MECHANICAL UPGRADES

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

Monday, May 22, 2023 at 10:00 A.M. (EDT/EST)
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Room 3000
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, June 14, 2023

BID OPENING LOCATION:

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

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

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

**PUR-1606
MLK NATURAL GAS AND MECHANICAL UPGRADES**

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Washington County

M A R Y L A N D

PURCHASING DEPARTMENT DIVISION OF BUDGET & FINANCE

PUR-1606

MLK NATURAL GAS AND MECHANICAL UPGRADES BUILDING

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for “**MLK Natural Gas and Mechanical Upgrades**” project. Bid documents are available immediately from the Washington County website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, 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. **Direct all inquiries to Rick F. Curry, CPPO, Director of Purchasing, at telephone 240-313-2330.**

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID – (PUR-1606) MLK Natural Gas and Mechanical Upgrades**” 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, June 14, 2023** at which time they will be publicly opened and read aloud in the Washington County Administration Complex, Third Floor Conference Room 3000. Bids received after this time will be returned unopened. All interested parties are invited to be present. For those bidders who wish to hear a reading of the bids please call 240-313-2330 to receive instructions prior to this teleconference. ***Facsimile Bids or any electronic bid submission will not be accepted.***

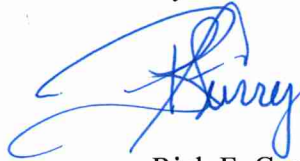
A Pre-Proposal Conference/Teleconference will be held on **Monday, May 22, 2023, at 10:00 A.M., (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, MD 21740. A Site Visit will be held immediately following the Pre-Bid Conference/Teleconference. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate via teleconference, please call 240-313-2330 for further instructions.

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. 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 F. Curry, CPPO – Director of Purchasing
Washington County Purchasing Department
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/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.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.

MLK NATURAL GAS AND MECHANICAL UPGRADES BUILDING

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** The Board of County Commissioners reserves 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. 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.
2. **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. Danny Hixon, Deputy Director of Public Works Buildings, Grounds and Facilities 240-313-2700.
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 mechanical/plumbing 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 building, on **Monday, May 22, 2023** immediately following the Pre-Bid Conference/Teleconference meeting 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 work shall be installed per the plans, contract documents and in accordance with 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:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Purchasing Department
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), Tuesday, May 30, 2023** 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 two hundred-fifty (\$250.00) 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 Public Works, 100 West Washington Street, Hagerstown, Maryland 21740. 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), and prosecute the work diligently. The Bidders shall complete the project within forty-five (45) calendar days. To account for long lead times in material procurement for the burner, the Bidder shall provide proof of material order placement to the County. Once verification that an order has been placed, the contract calendar day will pause. Order placement is defined as having an approved submittal acknowledged for production/delivery by the manufacturer/supplier. The contract period will resume when the burner has been received, and the Bidder shall provide signed bill of lading delivery receipts to the County.
19. **Payment for Stored Materials:** Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. When requested in writing by the Bidder and approved by the County, payment allowance will be made for nonperishable material to be incorporated in the Work delivered and stockpiled at the work site or other approved site. The Bidder shall submit with the request a list of all such materials and their location. The Bidder shall submit backup invoices, bills of lading, title documents, or such other documentation, satisfactory to the County. The Bidder must submit with the request proof of insurance in the amount of the payment requested to be maintain on the materials until such time as the materials are incorporated into the Work. Only those materials for which the Bidder can transfer clear title to the County will be qualified for payment.

Stored material payment will allow up to one hundred (100) percent of the invoiced cost of the material plus freight charges to the Bidder when such material is delivered and stockpiles at the Project site, provided, that all such material will have been tested by the County and found to have met the Specifications or have been accepted under an approved certification program prior to such an allowance.

Material for which an allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost, stolen, or become damaged in

any manner, the Bidder shall be responsible for replacing or replacing of such damaged materials. The Bidder expressly agrees to assume and bear the risk of all loss, theft, or damage to the materials. The value of the lost, stolen or damaged material will be deducted from the Bidder's subsequent request for payment until replacement has been accomplished.

Material, for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is to be incorporated in the Work, unless authorized by the County.

The following prerequisites must also accompany the written request for payment:

- Consent of Surety specifying the material type and the Item(s) in which the material is to be used;
- Validated invoices showing that payment for the material has been made by the Bidder;
- A notarized statement from the Bidder attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax(s), if applicable, and freight charges;
- Bills of lading showing delivery of the material; and
- Inspection test reports, certifications and/or a written statement from the Inspector attesting to the inspection and approval of the material.

20. **Warranty:** All materials, equipment and workmanship shall be warranted to be free from defects and shall be maintained, (i.e. provide filters and seasonal maintenance) by the Contractor for a period ending two (2) years from the date of formal completion and acceptance of the project. Refer to the project specifications for more specific product warranty requirements.
21. **Working Hours:** Work on this project may be performed between the hours of 7:30 AM to 4:30 PM, Monday through Saturday, unless otherwise specified or authorized by the County in writing

PUR-1606

MLK NATURAL GAS AND MECHANICAL UPGRADES

SCOPE OF WORK / SPECIFICATIONS

PART 1 – GENERAL

1.1 WORK INCLUDES:

- A. Remove the existing hot water fuel oil boiler burner and replace with a natural gas hot water burner. The existing natural gas service fed from the alley will be removed and a new larger service line installed from North Avenue. Provide other miscellaneous work as indicated on the plans or required to complete the work. The building is located at 131 West North Avenue, Hagerstown 21740.

1.2 RELATED REQUIREMENTS:

- A. Coordinate the work schedule with Washington County and the building occupants which include Head Start and Children In Need. Ensure that project sequencing is scheduled such that operations are not significantly interrupted for extensive periods of time and outages can be accommodated by seasonal weather expectations.
- B. Washington County will be responsible for completing the new gas service connection in the street to the meter including the excavation, road, sidewalk and bollard construction. Columbia Gas will install a new meter. The Contract shall assume the responsibilities for all work beyond the meter.
- C. Install new gas piping attached to the wall. The Contractor shall mount piping to avoid conflicts and adjust to existing wall mounted objects.
- D. The Contractor shall install a new natural gas hot water burner and controls.
- E. The Contractor shall drain the existing above ground oil tank and remove and dispose of the existing oil and tank.
- F. The Contractor shall remove the existing gas service and meter.
- G. Mechanical permits shall be responsibility of the Contractor.

END OF SECTION

PUR-1606

MLK NATURAL GAS AND MECHANICAL UPGRADES

SCOPE OF WORK / SPECIFICATIONS

PART 2 – SPECIFICATIONS

SECTION 22 05 00

COMMON WORK PRODUCTS FOR PLUMBING

The General Conditions, Supplementary General Conditions, and Division 1 - General Requirements, are parts of this Section.

WORK INCLUDED

- A. Furnish all supervision, labor, materials, tools, equipment and service necessary and incidental to install all plumbing work and related systems shown on the drawings, indicated in this Specification or necessary to provide a finished installation. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation.
- B. Work Included: The installation of the Plumbing systems shall include but not be limited to the following:
 - 1. Demolition of the existing fuel gas system as indicated on the plans.
 - 2. Installation of new fuel gas service and distribution piping.
 - 3. Other work as indicated on the plans.

CODES, STANDARDS, AND MATERIALS

- A. All equipment furnished under this Specification shall be free from defects in workmanship and materials. All equipment, systems, and work shall meet the requirements published by the following organizations as minimum standards:
 - 1. International Plumbing Code, latest edition.
 - 2. Local codes and amendments.
- B. All Work shall also meet the minimum requirements of codes and standards of agencies having jurisdiction.

REVIEW OF MATERIALS

- A. All materials and equipment furnished and installed under this Division of the contract shall be new, of standard first grade quality and correctly designed for their specific purpose.

- B. Where a Subcontractor proposes to use an item of equipment other than the specified or detailed item on the drawings that is approved by the Engineer and that requires redesign of the structure, partitions, foundations, piping, wiring, or any other part of the mechanical, electrical or architectural layout, then such redesign, new drawings, and detailing required for it shall be prepared by the Subcontractor without extra compensation. Redesign shall be approved by the Engineer prior to execution.

PRODUCTS

A. **SUBMITTAL:** The Contractor shall provide submittals as follows:

1. The Contractor shall indicate on the submittal the specification section to which the submittal applies.
2. All submittal items must have the salient features of the specified items.
3. The Contractor by his submittal indicates his understanding and approval of the submitted item for its intended use. The Contractor by his submittal indicates that he is complying with the contract documents. The Contractor shall note on the submittal any deviations with the contract documents.
4. The submittal which has been reviewed and approved by the Engineer, with or without comments, does not relieve the Contractor from the requirements of complying with the contract documents. Only submittals which explicitly request the Engineer to review deviations with the contract documents relieve the Contractor from the specific item of compliance.
5. The specifications may indicate features of basic models and units. The contractor shall refer to the plans, schedules, and model numbers for required features, accessories, and options.

MATERIALS

A. Pipe:

1. Steel Pipe: ASTM A-53 Schedule 40

B. Valves:

1. Gas valves as indicated on drawings.

EXECUTION

INSTALLATION

A. Piping - General

1. For purposes of clearness and legibility, piping drawings are essentially diagrammatic and indicate only sizes, connection points, and routes. It is not intended or implied that all offsets, rises, and drops are shown.
- B. Pipe Joints and Connection:
 1. Steel Pipe: Apply pipe dope to the male thread only.
- C. Valves: Install valves at all branch run-out from mains, service connections, and equipment.
- D. Cutting and Patching: Provide all cutting and patching required for the complete installation of your discipline.
- E. Tests: Leave concealed or insulated work uncovered until required tests have been completed.

MINOR DEVIATIONS

- A. The locations shown on the drawings are approximate and are to serve as a guide for installation. The shifting of locations to meet conditions (before installation) will be expected, and this shall be done at no increased cost.
- B. The Contractor shall coordinate the mechanical work and equipment with the work to be performed and equipment to be provided under other divisions of this specification.
- C. It shall be the responsibility of this Contractor to inform the Electrical Contractor as regards to the exact service requirements for each piece of mechanical equipment.
- D. Renovation work: For renovation work the Contractor shall visit the existing facility and note the existing conditions and job site limitations, prior to bidding.

WARRANTY

- A. All materials, equipment and workmanship shall be warranted to be free from defects and shall be maintained (i.e., provide filters and seasonal maintenance) by the Contractor for a period ending two (2) years from the date of formal completion and acceptance of the project. The acceptance of the project and length of warranty shall be as defined in the General Conditions section of the Specifications.

LICENSES, PERMITS, AND CERTIFICATES

- A. This Contractor shall procure and pay for all licenses, permits, and certificates necessary to construct and place in operation all work done under this section.

END OF SECTION

SECTION 23 05 00

COMMON WORK RESULTS FOR HVAC

The General Conditions, Supplementary General Conditions, and Division 1 - General Requirements, are parts of this Section.

WORK INCLUDED

- A. Furnish all supervision, labor, materials, tools, equipment and service necessary and incidental to install all HVAC work and related systems shown on the drawings, indicated in this Specification or necessary to provide a finished installation. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation.
- B. Work Included: The installation of the HVAC systems shall include but not be limited to the following:
 - 1. Demolition of existing heating boiler oil fired burner, fuel piping, fuel tanks in entirety.
 - 2. Installation of a new gas burner assembly for the existing heating boiler in accordance with the burner manufactured installation instructions. The burner shall be manufactured by Power Flame model as indicated on the plans or approved equal.
 - 3. Other work as indicated on the plans.

CODES, STANDARDS, AND MATERIALS

A. All equipment furnished under this Specification shall be free from defects in workmanship and materials. All equipment, systems, and work shall meet the requirements published by the following organizations as minimum standards:

- 1. International Mechanical Code, latest edition.
- 2. Local codes and amendments.
- B. All Work shall also meet the minimum requirements of codes and standards of agencies having jurisdiction.

REVIEW OF MATERIALS

- A. All materials and equipment furnished and installed under this Division of the contract shall be new, of standard first grade quality and correctly designed for their specific purpose.
- B. Where a Subcontractor proposes to use an item of equipment other than the specified or detailed item on the drawings that is approved by the Engineer and that requires redesign of the structure, partitions, foundations, piping, wiring, or any other part of the mechanical,

electrical or architectural layout, then such redesign, new drawings, and detailing required for it shall be prepared by the Subcontractor without extra compensation. Redesign shall be approved by the Engineer prior to execution.

PRODUCTS SUBMITTALS

- A. SUBMITTAL: The Contractor shall provide submittals as follows:
1. The Contractor shall indicate on the submittal the specification section to which the submittal applies.
 2. All submittal items must have the salient features of the specified items.
 3. The Contractor by his submittal indicates his understanding and approval of the submitted item for its intended use. The Contractor by his submittal indicates that he is complying with the contract documents. The Contractor shall note on the submittal any deviations with the contract documents.
 4. The submittal which has been reviewed and approved by the Engineer, with or without comments, does not relieve the Contractor from the requirements of complying with the contract documents. Only submittals which explicitly request the Engineer to review deviations with the contract documents relieve the Contractor from the specific item of compliance.
 5. The specifications may indicate features of basic models and units. The contractor shall refer to the plans, schedules, and model numbers for required features, accessories, and options.

GENERAL

- A. Scope-of-Work included shall be as follows:
1. Provide new Gas fire burner assembly for the existing boiler ready for continuous use.
- B. SUBMITTALS-Provide shop drawings and description literature for the following:
1. Gas Burner Assembly.

EQUIPMENT

- A. Gas fired Burner assembly by Power Flame or approved equal.

EXECUTION

EQUIPMENT

- A. Natural Gas Fired Burner Assembly.

1. Installation: Install in accordance with the specified manufacturer's recommendations.

B. Test and Reports

1. The Contractor shall provide a factory inspection and startup of the burner assembly. Provide written report indicating factory acceptance of the installation.

END OF SECTION

GENERAL

- A. Scope: Provide automatic controls to integrate the existing boiler controls with the new boiler burner.

EQUIPMENT

- A. As recommended by the burner manufacturer.

EXECUTION

- A. Sequence of operation (Unless otherwise indicated on the Plans):
 - 1. Heating: A fall in temperature below the control set point shall energize the heating unit. On a rise in temperature the reverse shall occur.

END OF SECTION

The General Conditions, Supplementary General Conditions, and Division 1 - General Requirements, are a part of this section.

WORK INCLUDED

- A. Furnish all supervision, labor, materials, tools, equipment and services, necessary and incidental to install all electrical work and related systems shown on the drawings, indicated in this specification or necessary to provide a finished installation. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation.

- B. The following definitions shall apply:
 - 1. Where the word *provide* is used, in connection with a system, equipment or item, it shall be construed to mean the furnishing and installing of the system, equipment, or item.
 - 2. Where the phrase *as directed* is used, it shall be construed to mean as directed by the Architect or his authorized representative.

- C. Work Included: The installation of the electrical systems shall include but not be limited to the following:
 - 1. Branch wiring, and receptacles as shown on the drawings.
 - 2. All disconnects and final equipment connections.

LOCAL CONDITIONS

- A. Supports for electrical work shall be by means of securely attached fasteners adequately spaced and of type utilizing metal. Wood plugs, plastic or composition plug supports shall not be used.

PERMITS AND INSPECTIONS

- A. Obtain and pay for all necessary drawings, permits, and certificates required by the various governing agencies having jurisdiction.

- B. Furnish and pay for both local and Fire Underwriter's certificates of inspection and approval of the work.

CODES, STANDARDS, AND MATERIALS

- A. All equipment furnished under this Specification shall be free from defects in workmanship and materials. All equipment, systems, and work shall meet the requirements published by the following organizations as minimum standards.

1. National Fire Protection Association.
2. National Electric Code, latest edition.
3. Underwriter's Laboratories, Inc.
4. National Electrical Manufacturer's Association.
5. American National Standards Institute.
6. Local Power Company Regulations.
7. Local codes and amendments.

SHOP DRAWINGS

- A. N/A

MINOR DEVIATIONS

- A. The general arrangement of conduit, wiring, and equipment shall be as shown on the contract drawings. Detailed drawings of proposed changes because of field conditions or other causes shall be submitted to the Engineer for approval. Such changes shall be made without the additional cost to the owner. The Contractor shall carefully examine all contract drawings and shall be responsible for the proper fittings of materials and equipment in each location as indicated, without substantial alteration.

CUTTING AND PATCHING

- A. All openings around cables, sleeves, etc., shall be sealed for weather and air infiltration.

END OF SECTION

WIRING MATERIALS AND DEVICES**OUTLET BOXES**

- A. Provide an outlet box for each and every outlet, device, fixture, etc., called for on the drawings, specified and required by the NEC. Outlet boxes shall be of approved design, construction form, and dimension suitable for the specific location, the kind of device, fixture, etc., to be used, the number of wires used, the arrangement of conduit connected.
- B. Generally, outlet boxes concealed in construction shall be galvanized steel type. Exterior boxes shall be cast aluminum with tapped openings, cast aluminum covers, and rubber gaskets. Boxes shall be set so that the edge of the collar is flush with the finished plaster, masonry or other finished surfaces.

WIRE AND CABLES

- A. Unless otherwise indicated, all wire cable for feeder and branch circuits shall be coated, soft drawn copper, and shall have 600 volt insulation. Minimum size shall be No. 12 American Wire Gauge. Conductors shall be rated 75 degrees, minimum and suitable for use in wet or dry locations.
- B. Unless otherwise noted on the drawings, general branch circuit wiring shall be copper, Type THWN cable with ground.
- C. Conceal all electrical wiring in finished areas. Where wiring is exposed in unfinished areas, it shall be in conduit, 3/4" min. Provide wiring in conduit as follows:
 - 1. Indoors, above grade Home Runs: EMT with compression fittings.
 - 2. Below slab on grade: PVC
 - 3. In concrete: PVC
 - 4. Outdoors, exposed: IMC
 - 5. Outdoors, below grade: PVC
 - 6. Concealed branch circuits downstream of home run junction, "MC Cable."

WIRE CONNECTIONS AND DEVICES

- A. For wire No. 10 AWG and smaller, splices shall be made with wire caps.

SWITCHES

- A. Standard flush tumbler switches shall be 20 amps, 120 volts (AC), single-pole, double-pole, three way or four way as indicated on the drawings. Color: Ivory.

RECEPTACLES

- A. Duplex receptacles shall be 20 amps, 120 volt (AC), 3-wire grounding type with grounding terminal and shall have screw terminals arranged for side or back wiring. Color: Ivory.
- B. Specialty receptacles shall be as required for the equipment to be served, confirm type and amperage with owner prior to installation.

PLATES

- A. Provide brushed stainless steel #302 wall plates of appropriate type and size for all switches, receptacles, wiring and control devices, and signal and telephone outlets.

END OF SECTION

SERVICE DESCRIPTION

- A. Principal electrical distribution within the building shall be as indicated on the plans.

PANELBOARDS

- A. Panelboards shall be Cutler-Hammer with cover, door and ground bar or approved equal by Square-D or General Electric.
- B. Provide an aluminum nameplate, (Seton #2065-30-PA, 3 line), for exterior panels or a Seton Ply nameplate, (Seton #2060-30-PA, 3 line), for Interior panels, labeling the panel callout, voltage and amperage.

TRANSFORMERS

- A. Transformers shall be Cutler-Hammer with KVA Rating and options as stated on plans or Approval equal by Square-D or General Electric.
- B. Provide an aluminum nameplate, (Seton #2065-30-PA, 3 line), for exterior transformers or a Seton Ply nameplate, (Seton #2060-30-PA, 3 line), for interior transformer, labeling which panel this transformer feeds, voltage in/out and KVA rating.

DISCONNECTS

- A. Disconnects shall be Cutler-Hammer with fused or non-fused component as stated on plans or approved equal by Square-D or General Electric.
- B. Provide engraved aluminum plates, (Seton #2065-30-PA, 3 line), for all exterior disconnects, labeling which equipment it serves and voltage and amperage. Provide Seton Ply nameplates, (Seton #2060-30-PA, 3 line), for all interior disconnects labeling which equipment it serves and voltage and amperage.

END OF SECTION

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

2023 / 2024 HOLIDAY SCHEDULE

Holiday	2023	2024
New Year's Day	Sunday, January 1, 2023 (Observed Monday, January 2, 2023)	Monday, January 1, 2024
Martin Luther King's Birthday	Monday, January 16, 2023	Monday, January 15, 2024
President's Day	Monday, February 20, 2023	Monday, February 19, 2024
Good Friday	Friday, April 7, 2023	Friday, March 29, 2024
Memorial Day	Monday, May 29, 2023	Monday, May 27, 2024
Juneteenth	Monday, June 19, 2023	Wednesday, June 19, 2024
Independence Day	Tuesday, July 4, 2023	Thursday, July 4, 2024
Labor Day	Monday, September 4, 2023	Monday, September 2, 2024
Veteran's Day	Saturday, November 11, 2023 (Observed Friday, November 10, 2023)	Monday, November 11, 2024
Day Before Thanksgiving Three (3) Hours Holiday Pay – Early Closure*	Wednesday, November 22, 2023	Wednesday, November 27, 2024
Thanksgiving Day	Thursday, November 23, 2023	Thursday, November 28, 2024
Friday after Thanksgiving	Friday, November 24, 2023	Friday, November 29, 2024
Day Before Christmas Eve Three (3) Hours Holiday Pay – Early Closure*	Saturday, December 23, 2023 (Observed Thursday, December 21, 2023)	Monday, December 24, 2024
Christmas Eve	Sunday, December 24, 2023 (Observed Friday, December 22, 2023)	Tuesday, December 24, 2024
Christmas Day	Monday, December 25, 2023	Wednesday, December 25, 2024
Day Before New Year's Eve Three (3) Hours Holiday Pay – Early Closure*	Saturday, December 30, 2023 (Observed Thursday, December 28, 2023)	Monday, December 30, 2024
New Year's Eve	Sunday, December 31, 2023 (Observed Friday, December 29, 2023)	Tuesday, December 31, 2024

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

**PUR-1606
AGREEMENT**

**BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

AND

XXXX

I. PARTIES

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, with an effective date of _____, _____, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter the “County”), and _____, a _____ corporation (hereinafter the “Contractor”).

II. WORK EFFORT

- A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Invitation to Bid dated May 15, 2023, and all addenda (collectively the “ITB”) and the Contractor's Proposal dated XX,XX 2023, (the “Bid”, which may be referred to collectively with the ITB as, the “Work”), the contents of said ITB and Bid are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the ITB and the Bid, then the terms, conditions and provisions of the ITB shall control, prevail, and supersede the terms and conditions of the Bid.
- B. The Contractor agrees to comply with all applicable federal, State, and local laws in the conduct of the Work hereunder.

III. SCHEDULE

The Contractor may commence the Work within ten (10) days upon receipt of written notice to proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Contractor. The Work shall be completed in an expeditious manner and in such sequence as agreed upon between the Contractor and the County and as set forth in the accepted Project Schedule as contained in the ITB.

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid Project Schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Contractor shall warrant alteration, adjustment, or deviation from the Project Schedule.

IV. TERMINATION

The County may, upon written notice to the Contractor, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Contractor shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate this Agreement.
- A.2 If the Contractor fails to provide an approved replacement as required by the ITB within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate this Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine that termination is in the best interest of the County the County may terminate the Agreement. Any termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the basis for the termination, the extent to which performance of the Work is terminated, and the effective date of such termination.

If after termination of this Agreement or any part thereof for default under A.1 or A.2 above it is determined that the Contractor was not in default pursuant to A.1 or A.2, or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Contractor, the Notice of Termination shall be deemed to have been issued under subparagraph B above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall do the following (1) stop work under this Agreement on the date and to the extent specified in the Notice of Termination; (2) take all necessary or appropriate steps to limit disbursements and minimize costs; and (3) furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the Work, funds, results accomplished, conclusions resulting there from and such other matters as the County may require.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor. The County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Contractor and the County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance under this Agreement and any federal, State, or local law, rule, or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained, and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Contractor from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate, or defective work shall be remedied by the Contractor on demand, within a reasonable time, and at no cost to the County. "Defective Work" includes, without limitation, such matters as erroneous tabulations; incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Contractor.

With regard to any construction resulting from services rendered to the County by the Contractor, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the Work to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Contractor, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as exist and identified by the Contractor, available to the County without significant cost, and necessary for the work, shall be furnished to the Contractor without charge by the County. The County shall cooperate with the Contractor in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Contractor for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Contractor for this Project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of contractor-produced data or documentation. However, County employees are free to participate in contractor-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Contractor as the product of this effort is defined in the incorporated "Form of Proposal" and/or SCOPE OF WORK; and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Contractor shall not release the results of this work or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and federal requirements. In such instances, the Contractor shall confer with the County before doing so. Materials approved for release by the Contractor cannot be distributed for profit.

The Contractor may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the ITB.

XIII. MEETINGS

When requested by the person established as the primary contact for the task being performed, selected employees of the Contractor shall attend meetings, conferences, and presentations with County staff, public agencies, private organizations, and others concerned with the services to be performed hereunder.

XIV. PAYMENT

The contractor hereby agrees to undertake the Work for the following Total Lump Sum Base

Bid of _____ (\$XXX) and as set forth in the ITB and Form of Proposal. County-directed adjustments in direction or emphasis of the Work will not be considered as adequate justification for re-negotiation of the Total Lump Sum Fee, provided such adjustments do not constitute change in the general scope of the Project.

In the event that changes in the general scope of the Work are mutually agreed upon by the parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order to the purchase order to this Agreement.

XV. METHOD OF PAYMENT

The Contractor shall, at the designated time set forth in the project schedule incorporated into this Agreement, submit on its standard form an invoice for services rendered under this Agreement. The invoices shall indicate the percentage completion of each of the major tasks and the total amount due for the billing period. In addition, the Contractor shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Contractor is required to furnish as part of the Agreement.

The Contractor shall submit the original and two copies of the invoice directly to the Washington County Division of Public Works, Department of Parks and Recreation, 1307 South Potomac Street, Hagerstown, Maryland 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Finance Officer for payment.

In event of dispute or Defective Work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work is corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Contractor represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the Project. Prior to removal/replacement or attempted removal/replacement of personnel, the Contractor agrees to obtain the County's written approval of such personnel removal/replacement. The Contractor's failure to obtain the County's written approval of such personnel removal/replacement shall constitute grounds for the County to terminate this Agreement pursuant to Section IV. The County reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time, without explanation or recourse. If, at any time, and in its sole discretion, the County determines that the services provided under and pursuant to this Agreement by any of the Contractor's personnel are not satisfactory, the County will notify the Contractor in writing after which the Contractor shall immediately withdraw such personnel and, within one (1) working day, furnish replacement personnel who possess the required qualifications and who will perform satisfactory services hereunder.

XVII. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

The Contractor agrees and affirms that it accepts and will conform to all applicable State and federal anti-discrimination laws, and equal employment opportunity laws, rules, and regulations in the performance of the Work under this Agreement.

XVIII. SUBCONTRACTOR PAYMENTS

The Contractor agrees to pay each subcontractor, if any, under this Agreement for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the County.

XIX. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or the proceeds thereof.
- B. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

XX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XXI. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

- A. Professional Liability

The Contractor shall defend, indemnify, and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Contractor, its servants, or agents, under this Agreement. Monies to become due the Contractor under this Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Contractor shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Contractor, its servants, or agents (other than that arising out of Contractor's professional services). Monies to become due the Contractor under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

C. The Contractor shall not hold the County liable for any injuries to employees, servants, agents, subcontractors, or assignees of the Contractor arising out of or during the course of services relating to this Agreement.

D. The Contractor will provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters mentioned in subparagraph (A), (B), and (C) of this section. and shall name the Board of County Commissioners of Washington County, Maryland, as additional insureds under the Contractor's general liability policy.

XXII. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee, or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXIII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Contractor, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XXIV. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances,

if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

XXV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the cost thereof. Such changes, alterations, or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration, or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Contractor will be processed by a written change order requisition and is effective only when the change order is issued.

XXVI. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVII. OWNERSHIP OF DOCUMENTS

The Contractor agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services contemplated herein. The County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Agreement.

XXVIII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Contractor shall not release any information related to the performance of the Work under this Agreement nor publish any final reports or documents without the prior written approval of the County.

XXIX. SANCTIONS UPON IMPROPER ACTS

If the Contractor, or any of its officers, partners, principals, members or agents, or if an employee of the Contractor acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Contractor shall be liable for the refund and return of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXX. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a contractor, architect, or engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor shall be responsible for professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished under this Agreement.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Contractor within two (2) years after expiration of this Agreement, the Contractor, shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV and the terms and conditions of this Agreement.
- D. The Contractor shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXXI. CHOICE OF LAW

- A. This Agreement was made and entered into in the State of Maryland and is to be construed under the laws of the State of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Contract shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

XXXII. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;

- B. It is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. It shall comply with all federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement; and
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV herein, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXIII. NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Title 14, Election Law Article, as amended from time to time, to which the Contractor may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1606** to be executed by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

XXXX

Officer

BY: _____ (SEAL)
Signature

Printed Name and Title

Name and Title (Printed)

Address _____

ATTEST:

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

Name & Title

BY: _____
John F. Barr, President

Recommended for approval:

Andrew Eshleman, Public Works Director

Approved as to form and legal sufficiency
for execution by the County:

Kirk C. Downey
County Attorney

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Washington County, Maryland as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to Washington County Board of County Commissioners a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **Contract No. PUR-1606, MLK Natural Gas and Mechanical Upgrades.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. PUR-1606

Date Bond Executed: _____, 2023

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the State of Maryland and authorized to do business in the State of Maryland, hereinafter called the **“Principal”** and

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the **“Surety”**, are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter called the **“County”**, the sum of _____ *Dollars and* _____ *Cents*

(\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for the Construction of the **MLK Natural Gas and Mechanical Upgrades (Contract No. PUR-1606, hereinafter the “Contract”)**, in Washington County, Maryland, which contract and work to be done thereunder and the specifications accompanying the same shall be deemed a part hereof and incorporated by reference herein to the same extent as if fully set forth.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within 15 days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, a duly authorized member and/or partner of each such partnership or joint venture, has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this _____ day of _____, 2023.

WITNESS:

(Typed Name of Principal)
BY: _____ (SEAL)

WITNESS:

(Typed Name and Title)
BY: _____ (SEAL)

(Typed Name of Surety)

(Name of Local Agent)

(_____) _____
(Telephone Number of Local Agent)

LABOR AND MATERIAL PAYMENT BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. PUR-1606

Date Bond Executed: _____, 2023

KNOW ALL MEN BY THESE PRESENTS, that we _____,

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the state of Maryland and authorized to do business in the State of Maryland, hereinafter called the "**Principal**" and

(Here insert full name and address or legal title or Surety, including zip code)

a corporation organized and existing under the laws of the State of _____, and authorized to do business in the State of Maryland, hereinafter called the "**Surety**", are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter called the "**County**", for the use and benefit of claimants as hereinafter defined, in the Penal Sum of _____ Dollars and _____ Cents (\$ _____) lawful money, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County, for the **MLK Natural Gas and Mechanical Upgrades (Contract No. PUR-1606), in Washington County, Maryland**. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "**Contract**".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. A **Claimant** is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-subcontractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Md. Code Ann., State Finance and Procurement Article, § 17-101, *et seq.*, as may be amended from time to time.

2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid State Finance and Procurements Article, § 17-101, *et seq.*, as may be amended from time to time, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

This Payment Bond shall be governed and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or surety heading below.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals to this Payment Bond this _____ day of _____, 2023.

WITNESS:

(Typed Name of Principal)

BY: _____ (SEAL)

(Typed Name and Title)

WITNESS:

(Typed Name of Surety)

BY: _____ (SEAL)

(Typed Name and Title)

(Name of Local Agent)

() _____
(Telephone Number of Local Agent)

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

