



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____
 Address: _____

 Contact Name: _____
 Contact Title: _____
 Phone Number: _____
 E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Complex
 100 West Washington Street, Third Floor, Room 3200
 Hagerstown, Maryland 21740
Attention: *Carin Bakner, Procurement Specialist II*
Telephone Number: 240-313-2330

REQUEST FOR QUOTATION

**THIS IS NOT
AN ORDER**

DATE ISSUED

07/05/2018

MOWING SERVICES

Q-18-661

(See Attached Instructions & Specifications)

QUOTATION DUE: Tuesday, July 10, 2018, no later than 3:00 P.M. (EDST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Carin Bakner, Procurement Specialist II, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740 and enclosed in a sealed opaque envelope marked **"QUOTATION – (Q-18-661) MOWING SERVICES"** and bearing the vendor's name. Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the costs as specified:
Complete and submit the attached Form of Proposal (pages 8-9) along with this page after its completion.

We quote you as above - F.O.B. _____
 Official Signature _____
 Name Printed _____
 Telephone Number _____

Acknowledge Addenda # _____ Date _____
 # _____ Date _____, # _____ Date _____
 Delivery/Service can be performed no later than _____ calendar days from receipt of order.
 Date _____

Q-18-661
MOWING SERVICES

NOTICE TO QUOTERS / INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked “**QUOTATION – (Q-18-661) MOWING SERVICES**” Quotations are to be addressed to Carin Bakner, Procurement Specialist II, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. **Please direct all inquiries to Carin Bakner, Procurement Specialist II at 240-313-2330, fax 240-313-2331.**

NOTE: All Quoters 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 quotation and/or to attend the Pre-Quotation Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M. (EDST), Tuesday, July 10, 2018.** Quotations will be opened at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.
3. **AWARD OF CONTRACT:** The contract will be awarded to the Contractor whose proposal, conforming to this request; will be the most advantageous to the County. A final determination by the Department of Plan Review & Permitting shall be made within twenty-four (24) hours after receipt of the quotations as to which properties from the list are still not in compliance at the end of the ten (10) day compliance period mentioned herein. Upon that determination, the award shall be made to the responsive, responsible Contractor with the Lowest Total Quotation for the properties selected from the list that require service. **To be considered responsive, a price must be submitted for each property on the list.** In order to be awarded, a price must be submitted for each property on the list or an indication that a property has been mowed and there is no charge. Otherwise, Quoters must submit a price for each property. Upon approval of the cost proposal and receipt of the required Certificate of Insurance, the Division of Plan Review & Permitting shall issue a Purchase Order/Notice to Proceed. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed.

4. **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.
5. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County 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 Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than three (3) calendar day prior to the Quotation Opening.
6. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
7. **FINAL ACCEPTANCE SIGN-OFF:** Final acceptance shall take place after all deficiencies noted by the Division of Plan Review & Permitting representative have been corrected to his/her satisfaction.
8. **INSURANCE:** Prior to issuance of a Purchase Order/Notice to Proceed and no later than twenty-four (24) hours after the deadline for receipt of quotations, the successful Quoter must show evidence of insurance as outlined in the copy of Washington County's – *Insurance Requirements for Independent Contractors* Policy included herein.
9. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from – Carin Bakner – Procurement Specialist II, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740, Fax: 240-313-2331; or send questions in MicroSoft Word platform via e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Quoters by the Washington County 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 obligate the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quote 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. (EDST), Monday, July 9, 2018 may not be considered.
10. **PAYMENT:** Payment will be made within thirty (30) calendar days after satisfactory acceptance by the Department of Plan Review & Permitting. Invoices shall be submitted to Division of Plan Review & Permitting, 80 West Baltimore Street, Hagerstown, Maryland 21740.

11. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "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."
12. **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.
13. **QUALIFICATIONS:** The Owner may make such investigations as he/she deems necessary to determine the ability of the Quoter to perform the work, and the Quoters shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted.
14. **QUOTER'S RESPONSIBILITY:**
 - a. 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 shall remain in good standing during the contract period. The website for the Maryland Department of Assessments and Taxation is <http://dat.maryland.gov/businesses/Pages/default.aspx>, email address is charterhelp@helpdat.statemd.us and the phone number for the Maryland Department of Assessments and Taxation are: (410) 767- 1340 or (888) 264-5941.
 - b. Each Quoter submitting a proposal for this work shall first examine the sites (see attached site photographs), verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will in any manner affect any work under his/her Contract. The Quoter shall accept the sites as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Quoter for negligence in this respect.

- c. Attending the quotation opening and hearing the results of the apparent low quote does NOT serve as the Notice to Proceed. A Contractor shall not begin any work until contacted by a representative of the Department of Plan Review & Permitting with notification and any additional information pertaining to the quotation.
- d. Quoters shall submit the Form of Proposal contained herein along with the other requirements as their quotation no later than **3:00 P.M. (EDST), Tuesday, July 10, 2018.**

15. RESERVATIONS: The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Quoter to correct any and all formalities, informalities and technicalities in the best interest of Washington County. The County reserves the right to award to the next low Quoter should any low Quoter be considered non-responsive to these requirements.

16. SALES TAX: Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. The County will provide a sales tax exemption certificate for the items provided under this contract.

Q-18-661
MOWING SERVICES

SCOPE OF WORK / SPECIFICATIONS

1. SUMMARY:

The Washington County Department of Plan Review and Permitting is seeking the services of a mowing contractor to bring a number of privately owned properties into compliance with the Washington County Weed Ordinance. We are requesting quotes from interested contractors to perform this work. Listed herein are locations of the properties that have not complied with the Washington County Weed Control Ordinance. All improved properties appear to be vacant. Photographs of the area to be mowed are attached and labeled to correspond with the property listing herein and includes the County's file number and property address.

2. WASHINGTON COUNTY WEED CONTROL ORDINANCE COMPLAINT PROCEDURES:

- a. Receive complaint - create service request.
- b. Inspector visits property to confirm the property is in violation of the Washington County Weed Control Ordinance.
- c. If the property is in violation, a field correction notice is created and posted to the front door of the property and the property is photographed. A letter and copy of the correction notice is mailed, regular and certified mail, to the current owner of record according to Maryland State Assessment Records.
- d. An inspection is performed following the ten (10) day compliance date. If the property is found to still be in violation, the property is photographed and referred for mowing.
- e. The properties listed below on the Form of Proposal have been inspected and notification has been provided to current owner of record. **Please Note: Contractor should provide a quote for the mowing of all properties. Once the compliance inspection has been performed, the properties that are still in violation shall be forwarded to the Department of Plan Review & Permitting for mowing services. It is possible that not all of the properties on this list will need mowed at the time of awarding the contract.**

3. SCOPE OF WORK:

The following describes the work to be performed under this contract.

- a. Contractor shall cut and remove grass, weeds, and/or other rank vegetation for all properties listed herein.

- b. Quote to include all costs associated with completion of the work including, but not limited to: fuel, equipment maintenance and repair, travel labor, debris removal, and weather delays.
- c. Contractor shall be licensed in Maryland and insured.
- d. Once notified of selection and upon award of contract, contractor shall, within ten (10) consecutive calendar days of receiving award, cut and remove growth of grass, weeds or other rank vegetation to a height not exceeding five (5) inches (excluding trees, shrubs and plants of an ornamental, incidental nature).
- e. Mowing and debris activity can only occur within the hours of 7:30 A.M. and 7:00 P.M., Monday through Saturday.
- f. Contractor shall collect, remove and properly dispose of, as necessary, any household items, debris, trash, etc. that may be located throughout the property in order to complete the cutting of grass/weeds on the property.
- g. Contractor's price shall include fees incurred for the disposal of household items, debris, and trash.
- h. Any repairs or maintenance needed for mowing or other equipment shall be the sole responsibility of the contractor.
- i. Any damages incurred to the property while mowing or other equipment shall be the sole responsibility of the contractor.
- j. Contractor shall notify the Department of Plan Review & Permitting at 240-313-2469 upon completion for a compliance inspection of each property prior to receiving payment.
- k. Contractor shall notify the Department of Plan Review & Permitting at 240-313-2469 if compliance was met prior to contractor's services being rendered.
- l. If a property on the list has been mowed prior to the contractor's arrival to perform the mowing services, the maximum fee per location a contractor may charge the County is Fifty (\$50.00) Dollars.

**Q-18-661
MOWING SERVICES**

FORM OF PROPOSAL

DATE: _____

TO:

FROM:

**Board of County Commissioners
of Washington County, Maryland
c/o Washington County Purchasing Dept.
100 W. Washington Street, Room 3200
Hagerstown, MD 21740**

**QUOTATION DUE: Tuesday, July 10, 2018
3:00 P.M. (EDST)**

Ladies/Gentlemen:

We hereby submit our proposal for:

MOWING SERVICES

Having examined the site and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation Package, Request for Quotation, Notice to Quoters/Instructions, and Scope of Work/Specifications bearing the project title, and dated July 5, 2018.

Addenda (if any):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the specifications, for the stipulated total cost sum of:

**Q-18-661
MOWING SERVICES**

FORM OF PROPOSAL

<u>Property</u>	<u>County File No.</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Price</u>
1	SR2018-0282	1853 Abbey Lane, Hagerstown <i>(to be mowed 7/16 or after, occupied, includes area outside back gate)</i>	0.04 Acres	\$ _____
2	SR2018-0285	13429 Windsor Drive, Hagerstown	0.33 Acres	\$ _____
3	SR2018-0290	16308 Ayrshire Court, Hagerstown	0.14 Acres	\$ _____
4	SR2018-0299	17316 W. Washington St., Hagerstown	0.55 Acres	\$ _____
5	SR2018-0314	15514 National Pike, Hagerstown <i>(to be mowed 7/16 or after, occupied)</i>	0.68 Acres	\$ _____
6	SR2018-0317	15219 National Pike, Hagerstown	0.94 Acres	\$ _____
TOTAL PRICE (Properties 1 – 6)				\$ _____

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, attorney's 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