



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

NOTES:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

E-mail: _____

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 30001292.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Complex
 100 West Washington Street, Third Floor, Room 3200
 Hagerstown, Maryland 21740
Attention: Brandi Naugle, CPPB – Buyer

Telephone Number: 240-313-2330

**REQUEST FOR QUOTATION
THIS IS NOT
AN ORDER**

DATE ISSUED

June 21, 2019

DESCRIPTION

**AGGREGATE / EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS
Q-19-675**
(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, July 17, 2019, 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: Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-19-675) AGGREGATE / EMULSION MATERIALS**" 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 on the attached Specifications/Proposal Form.

NOTE: This page is to be returned with the Specifications/Proposal Form.

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-19-675

AGGREGATE / EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS

INSTRUCTIONS

1. **AWARD OF CONTRACT(S)**: Awards shall be made to the responsible, responsive low Quoter for each product and based on location. The County reserves the right to award multiple contracts per item, based on the County's requirements as determined by locations. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. The successful Quoter(s) shall extend their pricing to the City of Hagerstown. The City of Hagerstown shall issue contracts (purchase orders) independently that of the County and all financial transactions shall be conducted separately with the City of Hagerstown.
2. **QUOTER'S RESPONSIBILITY**: 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 throughout this contract.
3. **DELIVERY**: Unit prices are to be based on "pick-up" at Quoter's location(s) for Item Nos. 1 through 23. The Quoter shall attach separately, a haul/delivery rate schedule for Item Nos. 1 through 23. The Quoter shall quote one price per item that he/she is able to provide, regardless of whether the vendor can provide it from more than one location. The County will not award a contract to a Quoter if multiple prices are quoted by the Quoter for each location. *Item Nos. 24A through 24F shall include the cost for product and delivery to the designated location.*
4. **DISCOUNTS**: Quoted prices are to be net thirty (30) days; all discounts are to be deducted and reflected in net prices.
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.
6. **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 seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
7. **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.

8. **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 – Brandi Naugle, CPPB – Buyer, 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 Purchasing Director 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), Friday, July 5, 2019 may not be considered.

9. **INSURANCE:** Upon request and prior to execution of contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County’s – *Insurance Requirements for Independent Contractors Policy* (Attachment No. 1).
10. **PAYMENT:** Payment will be made within thirty (30) calendar days by each using department after satisfactory delivery and acceptance as required based on deliveries as requested by that department. Invoices shall be submitted in duplicate to each using department. No costs shall be charged in addition to the per-ton unit costs nor to any haul/delivery rate schedule that is furnished with the vendor’s quotation response during the contract period.
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:** The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, 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. **PRE-QUOTATION CONFERENCE:** A Pre-Quotation Conference is scheduled in the Washington County Administration Complex Conference Room 3000, Third Floor, 100 West

Washington Street, Hagerstown, Maryland, **Thursday, June 27, 2019 at 10:00 A.M. (EDST)** at which time County personnel will be present to answer any questions. Attendance at this meeting is not mandatory, but it is strongly encouraged.

14. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **Wednesday, July 17, 2019 at 3:00 P.M. (EDST)**. Quotations will be opened at that time in the above-mentioned Conference Room 3000. All interested parties are invited to attend.
15. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked **“QUOTATION – (Q-19-675) AGGREGATE / EMULSION MATERIALS.”** Quotations are to be addressed to the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740. **Please direct all inquiries to Brandi Naugle, CPPB – Buyer at 240-313-2330.**

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.

16. **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 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.
17. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County’s Maryland Sales Tax Exemption Number is 30001292. The County will provide a sales tax exemption certificate for the items provided under this contract.
18. **TERM OF CONTRACT:** All quoted prices shall be valid for the contract period August 1, 2019 through July 31, 2020.
19. **PRICE ADJUSTMENTS:** Price adjustments during this term shall be based on the Maryland State Highway’s “Price Adjustment for Asphalt Binder.” Quoters shall submit along with their

quote the prevailing index price of asphalt binder per ton and the design mix of their Hot Mix Asphalt products:

504.04.01 Price Adjustment for Asphalt Binder. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 Asphalt Binder currently posted at <http://www.roads.maryland.gov/Home.aspx> (Business Center, Contracts, Bids and Proposals) prior to the bid opening. Cost differentials between PG 64-22 and a binder specified shall be included in the price bid per ton for Hot Mix Asphalt.

The PA will be made when the index price for the month of placement increases or decreases more than five (5) percent of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b))$$

Where:

- PA = Price Adjustment for the current month
- T = Design target asphalt content expressed as a decimal
- Q = Quantity of Hot Mix Asphalt placed for the current month
- P_p = Index price for PG 64-22 Asphalt Binder per ton for the month of placement
- D = 1.05 for increases over 5 percent; 0.95 for decreases over 5 percent
- P_b = Prevailing base index price for PG 64-22 Asphalt Binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

Q-19-675

**AGGREGATE / EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS**

**SPECIFICATIONS / PROPOSAL FORM
(Submit with Request for Quotation Form)**

<u>Item No.</u>	<u>Product</u>		<u>Price Per Unit</u>	<u>Unit</u>
1	#57- Stone (1/2" – 1-1/2")	AASHTO 57		Ton
2	#1 Rip Rap (9" – 18")	R5		Ton
3	#2 Rip Rap (12" – 24")	R6		Ton
4	B-10 Stone	B10		Ton
5	CCR 3/4	Clean Crusher Run 3/4"		Ton
6	DCR/RC6	Dirty Crusher Run		Ton
7	CR6M	Clean Crusher Run		Ton
8	Gabion Stone (4" – 7")	AASHTO 89		Ton
9	MD 1 - Stone (2" – 4")	AASHTO 1		Ton
10	Dust	AASHTO 10		Ton
11	MD 2 Stone (1" – 3")	AASHTO 2		Ton
12	MD 4 Stone (1/4" – 3/4")	AASHTO 7		Ton
13	25.0mm	Base Mix – Course		Ton
14	19.0mm	Base Mix – Fine		Ton
15	Cold Mix	Year-Round Application Use		Ton
16	CRS 2	Emulsion		Gal
17 a	CSS-1H	Tack Oil (5 Gallon Pail)		Pail
17 b	SS-1H	Tack Oil (5 Gallon Pail)		Pail
18	CSS-1H	Tack Oil		Gal
19	DW 9.5mm	Driveway Mix		Ton
20	PF-1 4.75mm	Surface Fine (Dust)		Ton
21	4.75 mm	Sand Mix/Surface Top		Ton
22	SC 12.5mm	Surface Mix Course		Ton
23	9.5mm	Surface Mix Fine		Ton

<u>Item No.</u>	<u>Product</u>	<u>Price Per Unit</u>	<u>Unit</u>
24A	Anti-Skid <i>Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711</i>		Ton/ <i>Delivered</i>
24B	Anti-Skid <i>Scenic Route #40 (Salt Dome West of Hancock) Route 144 Hancock, MD 21750</i>		Ton/ <i>Delivered</i>
24C	Anti-Skid <i>Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742-2795</i>		Ton/ <i>Delivered</i>
24D	Anti-Skid <i>Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756</i>		Ton/ <i>Delivered</i>
24E	Anti-Skid <i>Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783</i>		Ton/ <i>Delivered</i>
24F	Anti-Skid <i>Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740-2189</i>		Ton/ <i>Delivered</i>

*Quoter shall attach a haul/delivery rate schedule for items 1-23.

Company Name: _____

Company Address: _____

Authorized Signature of Officer of Company: _____

Name and Title Printed: _____

Phone No.: _____ / Fax No.: _____

E-Mail Address: _____

Employer's Federal Identification No.: _____

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, MD 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