



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, Suite 3200
 Hagerstown, Maryland 21740
Attention: Rick F. Curry, CPPO, Director of Purchasing
Telephone Number: 240-313-2330

REQUEST FOR QUOTATION

**THIS IS NOT
AN ORDER**

DATE ISSUED

03/30/2021

RETENTION POND MOWING SERVICES

Q-21-695

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, April 28, 2021, no later than 3:00 P.M. (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 to receive instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick Curry, CPPO, Director of Purchasing, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-21-695) RETENTION POND 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 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-21-695
RETENTION POND 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-21-695) RETENTION POND MOWING SERVICES**” Quotations are to be addressed to Rick Curry, CPPO, Director of Purchasing Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. **Please direct all inquiries to Rick Curry, Director of Purchasing, at 240-313-2330, fax 240-313-2331.**

NOTE: Washington County Government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Quoters shall allow ample time for delivery of their quote packets. Delivery of quote packets via-courier service or United States Postal Service (USPS) will be accepted. Those Quoters who wish to deliver their quote packet in person will need to call 240-313-2330 to receive instructions for dropping off their quote packet.

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M. (EDT/EST), Wednesday, April 28, 2021.** Opening of quotations will follow. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 to receive instructions.
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. The County reserves the right to reject any quote if the evidence submitted by, or investigation of, such Quoter 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. Upon determination, if an award is made, it 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 Highway Department 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. **ERRORS IN QUOTES:** Carelessness in quoting prices, or in preparation of quote, otherwise, will not relieve the Bidder. *Erasures or changes in quotes must be initialed.*
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 three (3) calendar day prior to the 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. **FINAL ACCEPTANCE SIGN-OFF:** Final acceptance shall take place after all deficiencies noted by the Highway Department representative have been corrected to his/her satisfaction.
9. **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.
10. **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 Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, Fax: 240-313-2331; or send questions in MicroSoft Word platform via e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all 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. (EDT/EST), Wednesday, April 14, 2021 may not be considered.

11. **PAYMENT:** Payment will be made within thirty (30) calendar days after satisfactory acceptance by the Highway Department. Invoices shall be submitted to the Highway Department, 601 Northern Avenue, Hagerstown, Maryland 21740.
12. **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."
13. **PRE-QUOTE TELECONFERENCE:** Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all in-person meetings. **A Pre-Quote Teleconference will be held on Wednesday, April 7, 2021 at 10:00 A.M., (EDT/EST). All interested bidders wishing to take part in the meeting shall call 240-313-2330 to receive instructions prior to this teleconference.** All interested bidders are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged.

14. **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.
15. **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.
16. **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, 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. 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 Washington County Highway Department 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. (EDT/EST), Wednesday, April 28, 2021.**

- 17. 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.
- 18. 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.
- 19. TERM OF CONTRACT:** The contract shall tentatively commence on July 1, 2021 thru October 31, 2021 and commence again April 1, 2022 and ending June 31, 2022. The County guarantees neither a maximum nor a minimum number of properties to be mowed.

Q-21-695
RETENTION POND MOWING SERVICES

SCOPE OF WORK / SPECIFICATIONS

1. SUMMARY:

The Washington County Highway Department is seeking the services of a mowing contractor to mow retention ponds properties within Washington County, MD. 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.

2. SCOPE OF WORK:

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

- a. Contractor shall mow all listed ponds once every three (3) to four (4) weeks and notify Highway Supervisor, Doug Levine at 240-313-2715 when each mowing is to begin and completed.
- 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. Mowing and debris activity can only occur within the hours of 7:30 A.M. and 7:00 P.M., Monday through Saturday.
- e. Any repairs or maintenance needed for mowing or other equipment shall be the sole responsibility of the contractor.
- f. Any damages incurred to the property while mowing or other equipment shall be the sole responsibility of the contractor.
- g. 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-21-695
RETENTION POND 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, Suite 3200
Hagerstown, MD 21740**

**QUOTATION DUE: Wednesday, April 28, 2021
3:00 P.M. (EDT/EST)**

Ladies/Gentlemen:

We hereby submit our proposal for:

RETENTION POND MOWING SERVICES

Having examined the site(s) 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 March 30, 2021.

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-21-965
RETENTION POND MOWING SERVICES**

FORM OF PROPOSAL

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Price</u>
1	Rear of 10840 Anderson Drive Williamsport, MD 21795	350' x 90'	\$ _____
2	Across from 16807 Calvary Drive Williamsport, MD 21795	160'x 150'	\$ _____
3	Intersection of Paxton and Connor Drive Williamsport, MD 21795	710'x 445'	\$ _____
4	Beside 10710 Hershey Drive Williamsport, MD 21795	180'x 120'	\$ _____
5	Beside the Pumping Station at 10712 Appletree Lane Williamsport, MD 21795	180'x 90'	\$ _____
6	Sterling Road North West side of the railroad tracks Williamsport, MD 21795	190'x 150'	\$ _____
7	Rear of 10722 Greenwich Drive Williamsport, MD 21795	270'x 250'	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Price</u>
8	Technology Blvd. Hagerstown, MD 21740 100' East off Route 632	205'x 100'	\$ _____
9	Beside 17904 Sand Wedge Drive Hagerstown, MD 21740 at the end of cal-de-sac	205'x 110'	\$ _____
10	Under Pass Way at Halfway Blvd. both areas at on and off ramp to Halfway Blvd, Hagerstown, MD 21740	650'x 650'	\$ _____
11	At the dead end of Oakmont Drive Hagerstown, Md 21740	365'x 225'	\$ _____
12	South Pointe Drive at the corner of Winding Oak Drive Hagerstown, MD 21740	335'x 125'	\$ _____
13	Between the rear of 8928 and 8936 Light Street, Williamsport, MD 21795	195'x 250' 590'x 50'	\$ _____
14	Fairway Meadows 1 @ Eagle Lane behind the Pumping Station Hagerstown, MD 21740	165'x 235'	\$ _____
15	Fairway Meadows 2 and 3 beside and across the street from 471 Westminster Ct Hagerstown, MD 21740	570'x 80'	\$ _____
16	Woodbridge 1 the pond on the west side of the intersection of Woodbridge Dr and Robinwood Drive Hagerstown, MD 21740	570'x 80'	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Price</u>
17	Woodbridge 2 Across from 20526 Woodbridge Drive Hagerstown, MD 21740	600'x 475'	\$ _____
18	Rear of 10609 Avonlea Hills Court and swale line in front and side to pond, Hagerstown, MD 21740	770'x 220'	\$ _____
19	Easterday Court 200' in on the right Hagerstown, MD 21740	340'x 125'	\$ _____
20	Cool Hollow Drive at the intersection Hagerstown, MD 21740	180'x 115'	\$ _____
21	Garris Shop Road, the roundabout area on both sides and the left side of Poffenberger Road at 19131 Hagerstown, MD 21740	655'x 425'	\$ _____
22	Jeswood Drive at end of circle Hagerstown, MD 21740	115'x 75'	\$ _____
23	Prophet Acres Road 1 across from 8205 Fairplay, MD 21733	115'x 75'	\$ _____
24	Prophet Acres Road 2 just past 8307 along the tree line	90'x 65'	\$ _____
25	Westfields 1 southside of the entrance of Rockland Drive at Route 65 Hagerstown, Md 21740	1220'x 380'	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Price</u>
26	Westfields 3 Rear of circle of Westbury Court Hagerstown, MD 21740	380'x 190'	\$ _____
27	Elmwood Farms 1 on the East side of the entrance off Route 68 Williamsport, MD 21795	200'x 270'	\$ _____
28	Elmwood Farms 2 at the roundabout on the right is a walking path, take the path to the next pond about 275' on the South East side.	340'x 195'	\$ _____
29	D.M. Bowman 10038 Governor Lane Blvd. Williamsport, MD 21795 rear in the Southwest corner	365'x 125'	\$ _____
TOTAL SUM PRICE (Properties 1 – 29)			\$ _____

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