

REQUEST FOR QUOTATION

| $4_{A_{RYLAN}}$ Please Complete the Following Contact Information: | NOTES: | | |
|--|---|--|--|
| Company Name: Address: | Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to | | |
| Contact Name: | take whatever action is in the best interest of Washington County, Maryland. | | |
| Contact Title: | | | |
| E-mail: | 3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption | | |
| Federal Employer's ID No.: | 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 | REQUEST FOR QUOTATION THIS IS NOT AN ORDER | | |
| Attention: Aaron Weisner- Procurement Specialist I | DATE ISSUED DELIVERY WANTED | | |
| Telephone Number: 240-313-2330 | 4/4/22 See Attachment | | |
| DESCRIPTION | | | |
| BOTTLED WATER AND DISPENS | ER RENTALS FOR | | |

BOTTLED WATER AND DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS Q-22-705

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, May 4, 2022, no later than 3:00 P.M. (EDT/EST) and must be timestamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attention: Aaron Weisner-Procurement Specialist I, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740 and enclosed in a sealed opaque envelope marked "QUOTATION - (Q-22-705) BOTTLED WATER DISPENSER RENTALS" and bearing the vendor's name. 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 said specifications and instructions for the costs as specified on the attached Form of Proposal.

<u>NOTE</u>: This page is to be returned with the Form of Proposal.

| We quote you as above - F.O.B. | Acknowledge Addenda # Date |
|--------------------------------|---|
| Official Signature | #Date, #Date |
| Name Printed | Delivery/Service can be performed no later than |
| Telephone Number | calendar days from receipt of order. |

Q-22-705

BOTTLED WATER AND DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS

NOTICE TO QUOTERS

- 1. <u>AVAILABILITY OF FUNDS</u>: A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase/rental 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. <u>AWARD</u>: Award shall be made to the responsible vendor submitting the lowest responsive Total Quotation. Separate costs for each item are requested for budgetary and invoicing purposes only. The successful Quoter shall extend their pricing to the Washington County Public School Board. The Washington County Public School Board shall issue contracts (purchase orders) independently that of the County and all financial transactions shall be conducted separately with the Washington County Public School Board.
- 3. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND</u> <u>VOLUNTARY EXCLUSION</u>: The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- 4. **DELIVERY:** Deliveries shall be F.O.B. Destination to the County departments and other locations listed in the Request for Quotation document, as required and delivered within a seventy-two (72) hour period from order placement. Departments will submit a purchase order for the contract period and will call or email quantities to be delivered as needed.
- 5. <u>DELIVERY FAILURES</u>: Failure of a Quoter to deliver according to a mutually agreed upon delivery schedule or failure to make replacements of rejected articles within forty-eight (48) County-business hours, 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 Quoter 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 Quoter. Such purchases shall be deducted from contract quantities.
- 6. <u>**DISPUTES:**</u> 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.

- 7. <u>EQUAL OPPORTUNITY:</u> The Board of County Commissioners of Washington County, Maryland 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, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
- 8. <u>EXCEPTION</u>: 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.
- 9. FORM OF CONTRACT: Purchase Orders issued by the County to the successful vendor shall act as the contracts for the usage by the various departmental locations under the resulting award. The contract shall be for a one (1) year period, tentatively commencing July 1, 2022, with an option by the County to renew for two (2) additional consecutive one (1) year periods; renewals are subject to written notice given by the County at least sixty (60) calendar days in advance of each expiration date. If the Quoter wishes to renew the contract, he/she must submit a letter of intent to the Owner's Representative (County Director of Purchasing) at least ninety (90) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal and any modification to the monetary terms of the resulting Agreement and to negotiate any other terms or conditions prior to renewal.
- 10. <u>MULTIPLE BIDS</u>: No Quoter 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. Quoters must determine for themselves which to offer. If said Quoter 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.
- 11. **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.
- 12. <u>INSURANCE</u>: The successful Quoter must show, upon request and prior to the execution of a Contract or issuance of Purchase Orders and as required by the County, evidence of appropriate insurance as outlined in the attached Washington County Maryland's *Insurance Requirements for Independent Contractors* policy (Attachment No. 1). Insurance coverage is required for the duration of the contract term. The quotation shall be identified on the certificate and the Board of County Commissioners of Washington County, Maryland shall be named as an additional insured. The certificate holder on the certificate shall be listed as the Board of County Commissioners of Washington Street, Hagerstown, Maryland.
- **13. 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

Aaron Weisner, Procurement Specialist I, 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: <u>purchasingquestions@washco-md.net</u>.

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 obligates 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 bid as submitted. The County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Any requests received after 4:00 P.M., (EDT/EST), Monday, April 18, 2022 may not be considered. All correspondence in regard to this quotation shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to Aaron Weisner, Procurement Specialist I.

- **15. <u>PAYMENT</u>:** Payment shall be made by the County within thirty (30) calendar days after the delivery of bottled water by the successful vendor, monthly usage of any rental cooler, and submittal of an invoice to each appropriate department. The invoice shall be submitted to the County department receiving bottled water as well as any cooler rental for the cost stipulated on the Request for Quotation Form.
- 16. <u>PAYMENT OF COUNTY AND MUNICIPAL TAXES</u>: 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 Quoter has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Quoter's Quotation."
- 17. 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.
- 18. <u>PRE-QUOTATION CONFERENCE/TELECONFERENCE</u>: A Pre-Quotation Conference/Teleconference will be held in the Washington County Administration Complex Conference Room 3000, Third Floor, 100 West Washington Street, Hagerstown, Maryland on Monday, April 11, 2022, at 10:00 A.M. (EDT/EST). All interested quoters wishing to take part in the meeting shall call prior to the meeting 240-313-2330 to receive instructions. Attendance at this meeting is not mandatory, but it is strongly encouraged.

- **19.** <u>**QUANTITIES</u>:** This contract is an "indefinite quantity contract". The parties to this contract guarantee no estimated quantities. The quantities stated have been based on prior annual usage and actual orders will depend on departmental requests. Quantities stated herein are given as a general guide for bid purposes only and are not guaranteed amounts. The contract shall be for the County's total requirements and may be less or greater than those estimated herein. The County shall not be obligated to purchase any minimum or maximum quantity.</u>
- 20. <u>QUOTATION SUBMITTALS</u>: Quotations are to be enclosed in a sealed opaque envelope marked, "QUOTATION (Q-22-705) BOTTLED WATER AND DISPENSER RENTALS" and bearing the vendor's name and address. Quotations are to be addressed to:

Washington County Purchasing Department Attn: Aaron Weisner, Procurement Specialist I Washington County Administration Complex 100 West Washington Street, Suite 3200 Hagerstown, MD 21740

Quotations must be received, and time stamped in the Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330, no later than **3:00 P.M. (EDT/EST), Wednesday**, **May 4, 2022**. Quotations will be opened at that time in Room 3000, Hagerstown, Maryland, 21740. All interested parties are invited to attend. Proposals shall be delivered promptly on or before time, date and place stipulated herein. <u>NO</u> quotation received after such stipulated time and date will be considered.

<u>NOTE</u>: 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 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.

Quotations shall be made on the forms provided. Numbers shall be stated both in writing and in figures. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a corporation.

21. <u>**REGISTRATION WITH MARYLAND DEPARTMENT OF ASSESSMENTS AND**</u> <u>**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 shall remain in good standing during the contract period. The website</u> for the State Department of Assessments and Taxation is: <u>https://egov.maryland.gov/businessexpress</u> and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1184 or (888) 246-5941.

- 22. <u>RESERVATIONS</u>: The County or its authorized agent reserves the right to reject any or all quotations and to waive any informality or deficiency in quotations received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the quotation of a Quoter who has previously failed to perform properly or complete on time contracts of a similar nature, or the Quote of a Quoter 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.
- 23. <u>SALES TAX:</u> The County will provide a sales tax exemption certificate for services which are determined to be tax exempt and provided under this contract.

24. <u>SITE LOCATION:</u>

- A. The following is a site location list by departments. Each location indicates the specified service(s) required, the time or timeframe that service(s) can be provided and a contact person with telephone number.
- B. This list is not to be considered as minimum or maximum number of potential sites/services that could be required under this Request for Quotation.
- C. Washington County reserves the right to add or delete to this list at any time during the term of the contract.
- 25. <u>SUBSTITUTES</u>: No alternative water substitutions will be accepted.
- 26. <u>TERMINATION FOR CONVENIENCE</u>: 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 will pay all reasonable costs associated with this contract, as determined by the County to be reasonable, that the Awarded Vendor has incurred up to the date of termination and all reasonable costs, as determined by the County to be reasonable, associated with termination of the Contract. However, the Awarded Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 27. <u>TERMINATION FOR DEFAULT</u>: If the Awarded Quoter fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Awarded Quoter. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Awarded Quoter shall, at the County's option, become the County's property. The County shall pay the Awarded Quoter fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Awarded Quoter's

breach. If the damages are more than the compensation payable to the Awarded Quoter, the Quoter will remain liable after termination and County can affirmatively collect damages.

28. A copy of the last quotation tabulation (Q-19-680) can be viewed at: <u>www.washco-md.net/wp-content/uploads/purch-q-19-680-bidtab-winner.pdf</u>.

Q-22-705

BOTTLED WATER AND DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS

SPECIFICATIONS

- **DELIVERY:** Delivery shall be made to the locations provided below on an as needed basis between the hours of approximately 7:30 AM to 4:00 PM (EDT/EST), Monday through Friday, unless noted otherwise. The apparent successful vendor shall supply a Delivery Schedule to the Purchasing Department via Fax 240-313-2331 within twenty-four (24) hours of the deadline for receipt of quotations. The Delivery Schedule shall be reviewed by the County for acceptance prior to final award. The County reserves the right to award the contract to the responsive, responsible lowest Quoter that provides a mutually agreed upon Delivery Schedule. Washington County's holiday scheduled closings are noted on Attachment No. 2. Most County offices will be closed during noted times.
- **DESCRIPTION:** Providing 5-gallon bottled spring water, 16.9 oz. bottled spring water and water dispenser rentals for various County departments.
- **MAINTENANCE:** Cleaning and maintenance (including repairs when required) of the rented dispensers shall be provided by the successful Quoter at no extra cost to the County.
- **QUANTITIES:** See Attached Listing.
- **SIZE & TYPE:** The County requires Spring Water for consumption to be supplied. All water shall be supplied in "spill-proof top," non-breakable, sterilized five (5) gallon containers and sixteen and nine-tenths (16.9) ounce bottles as specified. All bottled water shall meet or exceed standards set by the International Bottled Water Association (IBWA), the FDA (21CFR, Part 129 and Part 165) and the EPA.

The County reserves the right to reject the order if packaging is not labeled and packaged according to specifications.

The successful Quoter shall be capable of providing water dispensers to adequately service approximately sixty (60) locations and any other locations designated by the County with the understanding that more than one (1) dispenser may be required at some locations. This Request for Quotation requires "Cold-Only" and "Hot & Cold" water dispensers be available.

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 quote, the Quoter 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 Quoter 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 Quoter 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 Quoter 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 _____

Q-22-705 BOTTLED WATER AND DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS

LOCATIONS FOR 5-GALLON BOTTLED USAGE

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|--|--|--|--|--|
| Budget Finance 100 West Washington Street 3 rd Floor, Suite 3100 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Debra Dickey 240-313-2318 | 1– Hot/Cold | 72 |
| Parks Facilities 1307 South Potomac Street Hagerstown, MD 21740 | 7:00 AM to 3:00 PM | Kim Faith 240-313-2710 | 3– Hot/Cold (Office, Woodshop & Maintenance buildings) | 120 |
| County Attorney 100 West Washington Street 1 st Floor, Suite 1101 Hagerstown, MD 21740 | 7:30 AM to 12:00 PM or 1:00 PM to 4:00 PM | Kim Jacobson 240-313-2234 | 1– Hot/Cold | 60 |
| Narcotics Task Force (Bowman Business Park) 10310 Governor Lane Boulevard, Suite 6001 Williamsport, MD 21795 | 7:30 AM to 3:30 PM | Tonya Ankeney 301-791-3205 (Bill to: P.O. Box 622, Maugansville, MD 21767) | 1– Hot/Cold | 200 |
| Parks & Facilities - Maintenance 100 West Washington Street., Basement Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Christine Casey/ Gene Wolfe 240-313-2254 | 1– Hot/Cold | 80 |

Locations Bottled Water and Dispenser Rentals for Various County Departments and Locations Q-22-705 Page 10

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|---|---------------------------|---------------------------------|---|--|
| Public Works100 West Washington Street2nd Floor, Suite 2400Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Christine Casey 240-313-2254 | 1– Hot/Cold | 40 |
| Purchasing 100 West Washington Street 3 rd Floor, Suite 3200 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Janie Thompson 240-313-2330 | 1 – Hot/Cold | 36 |
| Black Rock Golf Course Maintenance Building 20025 Mt. Aetna Road Hagerstown, MD 21742 | 12:00 PM to 2:00 PM | George Sweitzer 240-625-5155 | 1 – Hot/Cold | 100 |
| Circuit Court 24 Summit Avenue Hagerstown, MD 21740 (Jury Rooms 1, 3, 4, 5; 1 cooler in each Judge's Chamber – Boyer, Wilson, Wilkinson, Magistrate, Pauler & Wright; Assignment Office, Drug Court Coordinator, Law Library, Court Administrator) | 6:30 AM to 8:30 AM | Karen Byers 240-313-2592 | 14 – Hot/Cold | 575 (See Captain Dave Sanders to escort deliveries. Deliveries usually every other week) |
| County Administrator 100 West Washington Street 1 st Floor, Suite 1101 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Krista Hart 240-313-2204 | 1 – Hot/Cold | 72 |
| Division of Environmental Management 16232 Elliott Parkway Williamsport, MD 21795 | 8:00 AM to 4:00 PM | Angela McFadden 240-313-2600 | 2 – Cold (Administration & Control Building) | 100 (Administration) 9 (Control Bldg.) |

Locations

Bottled Water and Dispenser Rentals for Various County Departments and Locations Q-22-705 Page 11

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|--|--|---------------------------------|--|--|
| Division of Environmental Management Maintenance Building 16232 Elliott Parkway Williamsport, MD 21795 | 8:00 AM to 2:30 PM | Angela McFadden 240-313-2600 | 1 – Cold (Maintenance Building) | 50 |
| Business Development 100 West Washington Street 1 st Floor, Suite 1401 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Tonia Davis 240-313-2287 | 1 – Hot/Cold | 36 |
| Election Board 17718 Virginia Avenue Hagerstown, MD 21740 | 8:00 AM to 4:00 PM | Kaye Robucci 240-313-2053 | 1 – Hot/Cold | 30 |
| Division of Emergency Services 16232 Elliott Parkway Williamsport, MD 21795 | 8:00 AM to 3:30 PM | Bonnie Keltner 240-313-4362 | 2 – Hot/Cold (upper level & lower level) | 175 |
| Division of Environmental Management – Smithsburg WTP 22523 Leitersburg/Smithsburg Rd. Smithsburg, MD 21783 | 7:30 AM to 3:00 PM | Ryan Baer 240-313-2670 | 1 – Hot/Cold | 30 |
| Hagerstown Regional Airport 18434 Showalter Road Hagerstown, MD 21742 | 7:30 AM to 9:00 AM (Tuesday- Thursday) | Richard Lesh 240-313-2766 | 1 – Hot/Cold | 55 |
| Human Resources 100 West Washington Street 2 nd Floor, Suite 2300 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Deb Beall 240-313-2354 | 1 – Hot/Cold | 160 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|--|--|---------------------------------|----------------------------|--|
| Highways – Central 601 Northern Avenue Hagerstown, MD 21742 | (April – October: Monday- Thursday 6:00 AM – 3:00 PM) (November – March: Monday – Friday 7:00 AM – 2:00 PM) | Alicia Heil 240-313-2717 | 2 – Hot/Cold | 150 |
| Highways – Eastern 13230 Greensburg Road Smithsburg, MD 21783 | (See Highway Central Schedule) | Alicia Heil 240-313-2717 | 1 – Cold | 75 |
| Highways – Western 9659 Old National Pike Big Pool, MD 21711 | (See Highway Central Schedule) | Alicia Heil 240-313-2717 | 1 – Cold | 75 |
| Information Systems 100 West Washington Street 3 rd Floor, Suite 3300 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Josh O'Neal 240-313-2265 | 1 – Hot/Cold | 100 |
| Office of Grant Management 100 West Washington Street 2 nd Floor, Suite 2200 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Julie Mackereth 240-313-2042 | 1 – Hot/Cold | 40 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|--|--------------------------|-------------------------------------|--|---|
| Sheriff's Department Detention Center 500 Western Maryland Parkway Hagerstown, MD 21740 | 8:00 AM to 4:00 PM | Kathy Schlotterbeck 240-313-2126 | 6 – Cold (Central Booking, Main Jail, Admin., FHU, Day Reporting, Maintenance Garage) | 130 (Central Booking) 600 (Main Jail, Admin., FHU) 130 (Day Reporting) 70 (Maintenance Garage) |
| Sheriff's Department Judicial 24 Summit Avenue, Room 101 Hagerstown, MD 21740 | 6:30 AM (w/escort) | Jennifer Norford 240-313-2533 | 2—Hot/Cold (1-basement/ 1-upstairs) | 110 |
| Sheriff's Department – Patrol 500 Western Maryland Parkway Hagerstown, MD 21740 | 7:00 AM to 4 PM | Shelly Dick 240-313-2198 | 4 - Cold | 300 |
| Division of Engineering Division of Permits & Inspections 80 West Baltimore Street Hagerstown, MD 21740 | 7:30 AM to 4:30 PM | Monica Lindsay 240-313-2412 | 1 – Hot/Cold | 400 |
| Washington County Recreation Hagerstown Community College ARCC Bldg., 2 nd Floor, Room 227 11400 Robinwood Drive Hagerstown, MD 21742 | 7:00 AM to 4:00 PM | Jeannine McVicker 240-313-2809 | 1 – Cold | 40 |
| Solid Waste 12630 Earth Care Road Hagerstown, MD 21740 | 8:00 AM to 2:30 PM | Dave Mason 240-313-2790 | 5 – Cold | 235 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|---|--------------------------|----------------------------------|----------------------------|--|
| State's Attorney 33 West Washington Street 3 rd Floor, Room 302 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Joanne Buell 240-313-2003 | 2 – Hot/Cold | 350 (delivery every two weeks) |
| Transit (County Commuter) 1000 West Washington Street Hagerstown, MD 21740 | 8:00 AM to 4:00 PM | Cindy Boden 240-313-2750 | 1 – Cold | 75 |
| Treasurer's Office 35 West Washington Street. Suite 102 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Michelle Burkett 240-313-2110 | 1 – Hot/Cold | 40 |
| Public Safety Training Center 18350 Public Safety Place Hagerstown, Maryland 21740 | 7:30 AM to 4:00 PM | Kevin Lewis 240-313-4363 | 2 Hot/Cold 1 Cold | 500 |
| Washington County Police Academy 11400 Robinwood Dr. LRC Building Hagerstown, MD. 21742 | 8:00AM to 4:00PM | Shelly Dick 240-313-2198 | 1– Hot/Cold | 200 |
| 911 Backup Center Admin. Complex 100 West Washington Street. Hagerstown, Maryland 21740 | 8:00AM to 4:00PM | Christine Casey 240-313-2254 | 1– Hot/Cold | 200 |
| Locations for Washington County Public School Board | | | | |
| Boonsboro Elementary 5 campus Avenue Boonsboro, Maryland 21713 | 6:00 AM to 2:30 PM | Angela Schultz 301-766-8013 | 4-Cold | 36 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|---|--------------------------|---------------------------------|----------------------------|--|
| Boonsboro High 10 Campus Avenue Boonsboro, Maryland 21713 | 6:30 AM to 3:00 PM | Patty Felix 301-766-8022 | 3-Cold | 84 |
| Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740 | 6:30 AM to 3:00 PM | Andrea Knode 301-766-2881 | 1-Cold | 24 |
| Clear Spring Elementary 12627 Broadfording Road Clear Spring, Maryland 21722 | 6:00 AM to 2:30 PM | Darlene Reid 301-766-8074 | 1-Cold | 48 |
| Emma K Doub Elementary 1221 S. Potomac Street Hagerstown, MD 21740 | 6:00 AM to 2:30 PM | Laurie Bachtell 301-766-8130 | 4-Cold | 120 |
| E. Russell Hicks Middle 1321 South Potomac Street Hagerstown, MD 21740 | 6:00 AM to 2:30 PM | Chris Collins 301-766-8110 | 5-Hot/Cold | 84 |
| Fountaindale Elementary 901 Northern Avenue Hagerstown, Md 21742 | 6:00 AM to 2:00 PM | Lisa Barnhart 301-766-8156 | 4-Cold | 140 |
| Fountain Rock Elementary 17145 Lappans Road Hagerstown, MD 21740 | 6:00 AM to 2:30 PM | Ann Marie Hines 301-766-8146 | 4-Cold 1-Hot Cold | 276 |
| Greenbrier Elementary 21222 San Mar Road Boonsboro, Md 21713 | 6:00 AM to 2:30 PM | Mary Byers 301-766-8170 | 1-Cold 4-Hot/Cold | 120 |
| Lincolnshire Elementary 17545 Lincolnshire Road Hagerstown, MD 21740 | 6:00 AM to 2:30 PM | Cheryl Bowen 301-766-8206 | 3-Cold | 72 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|---|---------------------------|----------------------------------|--------------------------------|--|
| North Hagerstown High 1200 Pennsylvania Avenue Hagerstown, MD 21741 | 6:30 AM to 3:00 PM | Eelice Gantz 301-7668238 | 5-Cold | 100 |
| Old Forge Elementary 21615 Old Forge Road Hagerstown, MD 21742 | 6:00 AM to 2:30 PM | Sally Song 301-766-8273 | 30-Cold | 312 |
| Pangborn Elementary 195 Pangborn Blvd. Hagerstown, MD 21740 | 6:00 AM to 2:30 PM | Peggy Swope 301-766-8282 | 4-Hot/Cold | 24 |
| Pleasant Valley 1707 Rohrersville Road Knoxville, MD 21758 | 6:00 AM to 2:00 PM. | Tina Hershberger 301-766-8297 | 9-Hot/Cold (Hot turned off) | 180 |
| Potomac Heights Elementary 301 E. Magnolia Avenue Hagerstown, MD 21742 | 6:00 AM to 2:30 PM | Lauren Boerstler 301-766-8305 | 2-Cold | 24 |
| Salem Avenue Elementary 1323 Salem Avenue Hagerstown, MD 21740 | 6:00 AM to 2:30 PM. | Shawn Grove 301-766-8313 | 4-Cold | 108 |
| Smithsburg High 66 N. Main Street Smithsburg, Md 21783 | 6:30 AM to 3:00 PM | Tara Lazich 301-766-8337 | 1-Cold | 48 |
| Springfield Middle 334 Sunset Street Williamsport, Md 21795 | 6:00 AM to 2:00 PM | Amy Moats 301-766-8389 | 1-Cold | 36 |
| Western Heights Middle 1300 Marshall Street Hagerstown, MD 21740 | 6:00 AM to 1:30 PM | Kim Brown 301-766-8403 | 4-Cold 2-Hot/Cold | 288 |

| Locations of <i>County-Owned</i> Dispensers | Delivery Hours | Contact Information | Number of Dispensers | Annual Bottle Usage (5 Gallon Bottles) |
|--|--------------------------|--------------------------------|----------------------------|--|
| Williamsport Elementary 1 S. Clifton Drive Williamsport, MD 21795 | 6:00 AM to 2:00 PM | Allison Baker 301-766-8415 | 1-Cold | 12 |
| Williamsport High 5 S. Clifton Drive Williamsport, MD 21795 | 6:30 AM to 3:00 PM | Karla Chambers 301-766-8423 | 5-Hot/Cold | 105 |

Q-21-705

BOTTLED WATER DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS

| | LOCATIONS FOR SINGLE-SERVING BOTTLE USAGE | 2 |
|--|---|---|
|--|---|---|

| Locations of <i>Water Needed</i> <i>in 16.9 oz. Bottles</i> (24 bottles per case) | Delivery Hours | Contact Information | Annual Bottle Usage by case (24 bottles per case) |
|--|--------------------------|------------------------------|---|
| Black Rock Golf Course Pro Shop 20025 Mt. Aetna Road Hagerstown, MD 21742 | 8:00 AM to 5:00 PM | Ryan Crabtree 240-313-2818 | 100 |
| Business Development 100 West Washington Street 1 st Floor, Suite 1401 Hagerstown, MD 21740 | 7:30 AM to 4:00 PM | Tonia Davis 240-313-2287 | 40 |
| Sheriff's Department – Patrol 500 Western Maryland Parkway Hagerstown, MD 21740 | 7:00 AM to 4:00 PM | Shelly Dick 240-313-2198 | 24 |
| Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740 | 6:30 AM to 3:00 PM | Andrea Knode 301-766-2881 | 720 |

Q-22-705 BOTTLED WATER DISPENSER RENTALS FOR VARIOUS COUNTY DEPARTMENTS AND LOCATIONS

FORM OF PROPOSAL

| Item No. | Description and Written Unit Price | Unit | Est' d. Annual Qty. | Unit Price | Total Price |
|-------------|---|------|---------------------------|-----------------|-----------------|
| 1 | "Spill-proof," non-breakable, sterilized five (5) gallon bottles of Spring Water (cost per bottle): Dollars (written) Cents per (written) | Each | 8,256 | \$ (Figures) | \$ (Figures) |
| 2 | Cold Water Dispensers (cost per cooler per month): Dollars (written) Cents per (written) | Each | 87 | \$(Figures) | \$ (Figures) |

| Item No. | Description and Written Unit Price | | Unit | Est' d. Annual Qty. | Unit Price | Total Price |
|-------------|---|--------------------------|------|---------------------------|-----------------|-----------------|
| 3 | Hot/Cold Water Dispensers (cost per cooler per month): (written) (written) | _ Dollars _ Cents per | Each | 76 | \$ (Figures) | \$ (Figures) |
| 4 | Bottled water 16.9-ounce bottles (cost per case of 24 bottles). (written) (written) | _Dollars _Cents per | Case | 884 | \$ (Figures) | \$(Figures) |

| Written Total Price | | Total Price |
|---|---------|----------------|
| TOTAL SUM QUOTATION – ITEM NOS. 1 thru 4: | | |
| D (written) | Dollars | \$(Figures) |
| C (written) | Cents | |

Form of Proposal Bottled Water and Dispenser Rentals for Various County Departments and Locations Q-22-705 Page 21

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. <u>PURPOSE</u>

To protect Washington County, Maryland 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, Maryland.

II. <u>ACTION</u>

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 the Board of County Commissioners of Washington County, Maryland 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, Maryland.

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.

<u>Minimum Limits Required</u>: \$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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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 selfinsured 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, Maryland, 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 |

2022 / 2023 HOLIDAY SCHEDULE

| Holiday | 2022 | 2023 |
|--|--|---|
| New Year's Day | Saturday, January 1, 2022 (Observed Monday, January 3, 2022) | Sunday, January 1, 2023 (Observed Monday, January 2, 2023) |
| Martin Luther King's Birthday | Monday, January 17, 2022 | Monday, January 16, 2023 |
| President's Day | Monday, February 21, 2022 | Monday, February 20, 2023 |
| Good Friday | Friday, April 15, 2022 | Friday, April 7, 2023 |
| Memorial Day | Monday, May 30, 2022 | Monday, May 29, 2023 |
| Juneteenth | Sunday, June 19, 2022 (Observed Monday, June 20, 2022) | Monday, June 19, 2023 |
| Independence Day | Monday, July 4, 2022 | Tuesday, July 4, 2023 |
| Labor Day | Monday, September 5, 2022 | Monday, September 4, 2023 |
| Veteran's Day | Friday, November 11, 2022 | Saturday, November 11, 2023 (Observed Friday, November 10, 2023) |
| Day Before Thanksgiving Three (3) Hours Holiday Pay – Early Closure* | Wednesday, November 23, 2022 | Wednesday, November 22, 2023 |
| Thanksgiving Day | Thursday, November 24, 2022 | Thursday, November 23, 2023 |
| Friday after Thanksgiving | Friday, November 25, 2022 | Friday, November 24, 2023 |
| Day Before Christmas Eve Three (3) Hours Holiday Pay – Early Closure* | Friday, December 23, 2022 (Observed Thursday, December 22, 2022) | Saturday, December 23, 2023 (Observed Thursday, December 21, 2023) |
| Christmas Eve | Saturday, December 24, 2022 (Observed Friday, December 23, 2022) | Sunday, December 24, 2023 (Observed Friday, December 22, 2023) |
| Christmas Day | Sunday, December 25, 2022 (Observed Monday, December 26, 2022) | Monday, December 25, 2023 |
| Day Before New Year's Eve Three (3) Hours Holiday Pay – Early Closure* | Friday, December 30, 2022 (Observed Thursday, December 29, 2022) | Saturday, December 30, 2023 (Observed Thursday, December, 28, 2023) |
| New Year's Eve | Saturday, December 31, 2022 (Observed Friday, December 30, 2022) | Sunday, December 31, 2023 (Observed Friday, December 29, 2023) |

2022 / 2023 Holiday Schedule – Attachment No. 2 Bottled Water Dispenser Rentals for Various County Departments and Locations Q-22-705 Page 24