



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, Maryland.
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

4/17/2023

RETENTION POND MOWING SERVICES

Q-23-749

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, May 10, 2023, 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 prior to the teleconference to receive instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick F. 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-23-749) RETENTION POND MOWING SERVICES**" and bearing the vendor's name and address.

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 Form of Proposal

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-23-749
RETENTION POND MOWING SERVICES

NOTICE TO QUOTERS / INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name and address of the Quoter and marked “**QUOTATION – (Q-23-749) RETENTION POND MOWING SERVICES**”. Quotations are to be addressed to Rick F. Curry, 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 F. Curry, Director of Purchasing, at 240-313-2330, fax 240-313-2331. Facsimile or Electronic Quotes will not be accepted.**

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, May 10, 2023**. Quotations will be opened and read 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; quoters who wish to hear a reading of the quotes via teleconference shall call 240-313-2330 prior to the teleconference to receive instructions.

3. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:**
A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland 21740, **10:00 P.M., (EDT/EST) Monday, April 24, 2023**, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting via teleconference shall call 240-313-2330 prior to the meeting to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

NOTE: All Quoters must enter the Washington County Administrative 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 quote and/or to attend the Pre-Quotation Conference and/or the Quote Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

4. **AWARD OF CONTRACT:** It is anticipated that the contract will be awarded to the responsive, responsible Contractor whose quote, 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(s) with the Lowest Total Lump Price for either Option No. 1 or Option No. 2 separately or OPTION

I and OPTION II combined 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 Washington County Highway Department and Washington County Stormwater and Watershed Services 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.

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. **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.*
7. **EQUAL OPPORTUNITY:** 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, TDD Dial 711 to make arrangements no later than three (3) calendar days prior to the Quotation Opening.
8. **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.
9. **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.
10. **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.
11. **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, 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), Monday, May 1, 2023 may not be considered.

12. **PAYMENT:** Payment will be made within thirty (30) calendar days after satisfactory acceptance by the appropriate county department. Invoices for OPTION I shall be submitted to the Washington County Highway Department, 601 Northern Avenue, Hagerstown, Maryland 21740. Invoices for OPTION II shall be submitted to the Washington County Stormwater and Watershed Services, 16232 Elliott Parkway, Williamsport, Maryland 21795.
13. **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."
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 numbers 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 Attachment A), 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 or Washington County Stormwater and Watershed 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, May 10, 2023.**

- 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, Maryland. 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, 2023 thru October 31, 2024 and commence again April 1, 2024 and ending June 30, 2025. The County guarantees neither a maximum nor a minimum number of properties to be mowed.

Q-23-749
RETENTION POND MOWING SERVICES

SCOPE OF WORK / SPECIFICATIONS

1. SUMMARY:

The Washington County Highway Department and Washington County Stormwater and Watershed Services Department are 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, (EDT/EST).
- 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. Contractor is responsible for trimming the grass in the rip-rap spillways and swales within mowing area.
- h. Contractor is responsible for picking up and proper disposal of litter/debris in pond areas.
- i. Contractor to notify Highway Supervisor, Doug Levine at 240-313-2715 for any pond maintenance issues (i.e., rodent holes, sink holes, downed trees, damaged fencing, etc.)

Q-23-749
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, May 10, 2023
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 April 17, 2023.

Addenda (if any):

Addendum No. _____ Dated _____, Addendum No. _____ Dated _____,

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-23-749
RETENTION POND MOWING SERVICES

FORM OF PROPOSAL OPTION I

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
1	Rear of 10840 Anderson Drive, Williamsport, MD 21795 <hr/> _____ Dollars (Written) <hr/> _____ Cents (Written)	.72	\$ _____
2	Across from 16807 Calvary Drive, Williamsport, MD 21795 <hr/> _____ Dollars (Written) <hr/> _____ Cents (Written)	.55	\$ _____
3	Intersection of Paxton and Connor Drive, Williamsport, MD 21795 <hr/> _____ Dollars (Written) <hr/> _____ Cents (Written)	7.2	\$ _____
4	Beside 10710 Hershey Drive, Williamsport, MD 21795 <hr/> _____ Dollars (Written) <hr/> _____ Cents (Written)	.49	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
5	Beside the Pumping Station at 10712 Appletree Lane, Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	.37	\$ _____
6	Sterling Road northwest side of the railroad tracks, Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	.65	\$ _____
7	Rear of 10722 Greenwich Drive, Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	1.54	\$ _____
8	Technology Blvd., Hagerstown, MD 21740; 100' East off Route 632 _____ Dollars (Written) _____ Cents (Written)	.47	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
9	Beside 17904 Sand Wedge Drive, Hagerstown, MD 21740; at the end of cul-de-sac _____ Dollars (Written) _____ Cents (Written)	.51	\$ _____
10	Under Pass Way at Halfway Blvd. both areas at on and off ramp to Halfway Blvd, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	9.6	\$ _____
11	At the dead end of Oakmont Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.8	\$ _____
12	South Pointe Drive at the corner of Winding Oak Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.96	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
13	Between the rear of 8928 and 8936 Light Street, Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	5.4	\$ _____
14	Fairway Meadows 1 at Eagle Lane behind the Pumping Station, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.89	\$ _____
15	Fairway Meadows 2 and 3 beside and across the street from 471 Westminster Court Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.0	\$ _____
16	Woodbridge 1 the pond on the west side of the intersection of Woodbridge Drive and Robinwood Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.0	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
17	Woodbridge 2 Across from 20526 Woodbridge Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	6.5	\$ _____
18	Rear of 10609 Avonlea Hills Court and swale line in front and side to pond, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	3.89	\$ _____
19	Easterday Court 200' in on the right, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.97	\$ _____
20	Cool Hollow Drive at the intersection, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.47	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
21	Garris Shop Road, the roundabout area on both sides and the left side of Poffenberger Road at 19131, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	6.0	\$ _____
22	Jeswood Drive at end of circle, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.19	\$ _____
23	Prophet Acres Road 1 across from 8205, Fairplay, MD 21733 _____ Dollars (Written) _____ Cents (Written)	.19	\$ _____
24	Prophet Acres Road 2 just past 8307 along the tree line, Fairplay, MD 21733 _____ Dollars (Written) _____ Cents (Written)	.13	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
25	Westfields 1 southside of the entrance of Rockland Drive at Route 65 Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	10.6	\$ _____
26	Westfields 3 Rear of circle of Westbury Court, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.6	\$ _____
27	Elmwood Farms 1 on the East side of the entrance off Route 68, Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	1.2	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
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 Southeast side; Williamsport, MD 21795 _____ Dollars (Written) _____ Cents (Written)	1.5	\$ _____
29	D.M. Bowman 10038 Governor Lane Blvd., Williamsport, MD 21795 rear in the Southwest corner. _____ Dollars (Written) _____ Cents (Written)	1.0	\$ _____
30	The East Side of Colonel Henry Douglas Drive at the Dead-End Pond Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.0	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
31	Rear of 10419 Cold Harbor Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.9	\$ _____
32	At the Intersection of Poffenberger Road / Valentia Farms Road at the Triangle Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	.22	\$ _____
33	Across from Valentia Farms Road on the Northside of Poffenberger Road Pond, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	2.5	\$ _____
TOTAL SUM PRICE OPTION I (Properties 1 – 33)			
_____ DOLLARS (Written)			\$ _____
_____ CENTS (Written)			

Q-23-749
RETENTION POND MOWING SERVICES

FORM OF PROPOSAL OPTION II

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
34	Access Foxville Road and Appalachian Court Smithsburg, MD 21783 _____ Dollars (Written) _____ Cents (Written)	0.71	\$ _____
35	Access in front of 12827 El Paso Drive at Little Antietam Road and El Paso Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.64	\$ _____
36	Access between 19222 and 19224 Jamestown Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.54	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
37	Access Next to 22107 Whitestone Court Smithsburg, MD 21783 _____ Dollars (Written) _____ Cents (Written)	1.48	\$ _____
38	Access Intersection of Primrose Land and Marigold Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.79	\$ _____
39	Access between 19723 and 19715 Marigold Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.48	\$ _____
40	Access between 11432 and 11424 Orange Blossom Court, Smithsburg, MD 21783 _____ Dollars (Written) _____ Cents (Written)	0.75	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
41	Access from Mattley Drive adjacent to 12903 Mattley Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.62	\$ _____
42	Access Between 18817 and 18901 Dover Drive Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.80	\$ _____
43	Access Intersection of Longmeadow Road and Paradise Church Road, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.62	\$ _____
44	Access between 19211 and 19123 Rock Maple Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	2.64	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
45	Access between 13602 and 13572 Cambridge Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.40	\$ _____
46	Access next to 13852 Ideal Circle, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	2.99	\$ _____
47	Access between 13807 and 13819 Exeter Court Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.68	\$ _____
48	Access point between 19310 and 19306 Paradise Manor Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.72	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
49	Access Intersection of Sweet Vale Drive and Diller Drive, 18813 Diller Drive Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.63	\$ _____
50	Access between 18828 and 18836 Diller Drive Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.57	\$ _____
51	Access between 18914 and 18924 Diller Drive Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	0.94	\$ _____
52	Access across the street from 13930 Pennsylvania Avenue, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.58	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
53	Access between 13730 and 13846 Patriot Way Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.68	\$ _____
54	Access east side of Seneca Ridge 150' north of Maugans Avenue, Hagerstown MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.95	\$ _____
55	Access west side of Seneca Ridge 150' north of Maugans Avenue Hagerstown MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.04	\$ _____
56	Access from across from 14207 Shelby Circle, Hagerstown MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.89	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
57	Access road off Sani Lane between 11020 and 11014, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.39	\$ _____
58	Access between 11109 and 11113 Suffolk Drive, Hagerstown, MD 21742 _____ Dollars (Written) _____ Cents (Written)	1.30	\$ _____
59	Access at end of Afton Place, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	3.03	\$ _____
60	Access just before 20328 Splendor View Terrace Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.65	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
61	Access at intersection of Trout Drive and White Hall Road, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.02	\$ _____
62	Access end of Campbell Court, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.97	\$ _____
63	Access Buckskin Court and Appletown Road Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.79	\$ _____
64	Access next to 20627 Wilderness Run Road Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.55	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
65	Access between 9021 and 9017 Wildberry Court Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.32	\$ _____
66	Access end of cul-de-sac between 9005 and 9004 Wildberry Court, Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.83	\$ _____
67	Access between 20606 and 20544 Wilderness Run Road, Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.87	\$ _____
68	Access end of cul-de-sac between 9106 and 9110 Golden Angel Court, Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	0.83	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
69	Access between 19511 and 19507 Waneta Drive Boonsboro, MD 21713 _____ Dollars (Written) _____ Cents (Written)	1.04	\$ _____
70	Access west side of Stonewall Passage, across from 3021 Stonewall Passage Rohrsersville, MD 21779 _____ Dollars (Written) _____ Cents (Written)	0.69	\$ _____
71	Access from Gathland Trail Road adjacent to 20505 Gathland Trail Road Rohrsersville, MD 21779 _____ Dollars (Written) _____ Cents (Written)	0.66	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
72	Access northside of West Stone Court across from 20135 West Stone Court Keedysville, MD 21756 _____ Dollars (Written) _____ Cents (Written)	1.63	\$ _____
73	Access end of General Branch Court between 4905 and 4909 Sharpsburg, MD 21782 _____ Dollars (Written) _____ Cents (Written)	0.84	\$ _____
74	Access across street from 5136 General Stuart Court Sharpsburg, MD 21782 _____ Dollars (Written) _____ Cents (Written)	2.41	\$ _____
75	Access next to 17751 Davidson Drive Sharpsburg, MD 21782 _____ Dollars (Written) _____ Cents (Written)	0.46	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
76	Access between 17806 Greentree Terrace and 17813 Greentree Lane Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.25	\$ _____
77	Access adjacent to 17303 Evergreen Drive, Hagerstown MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.80	\$ _____
78	Access at end of Bivens Land between 17010 and 17000 Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.98	\$ _____
79	Access between 12534 and 12524 Garrow Drive Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	1.05	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
80	Access next to 13434 Rhodes Court, Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	1.65	\$ _____
81	Access between 13931 and 13939 McIntosh Circle, Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	0.99	\$ _____
82	Access between 13903 and 13909 McIntosh Circle, Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	1.15	\$ _____
83	Access end of cul-de-sac of Leishear Court, Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	0.90	\$ _____

 Vendor's Name

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
84	Access either side of Leishear Court at beginning; Clear Spring, MD 21722 _____ Dollars (Written) _____ Cents (Written)	0.07	\$ _____
85	Access adjacent to 13624 Creek View Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.60	\$ _____
86	Access adjacent to 13605 Creek View Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.25	\$ _____
87	Access adjacent to College Road across from 18221 College Road Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	3.83	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
88	Access between 18121 & 18123 Lyles Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	2.33	\$ _____
89	Access adjacent to 18607 Pierce Court Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.73	\$ _____
90	Access road off 10238 Stagecoach Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	2.13	\$ _____
91	Access Intersection of Maids Fancy Way and Poffenberger Road Hagerstown, MD 21704 _____ Dollars (Written) _____ Cents (Written)	2.46	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
92	Access at 16700 Tammany Manor Road Williamsport MD 21795 _____ Dollars (Written) _____ Cents (Written)	1.78	\$ _____
93	Access from Walnut Point Road, 140' north of 11924 Walnut Point Road Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.38	\$ _____
94	Access northside of Walnut Point Road across from 11822 Walnut Point Road Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.61	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
95	Access at 11809 White Pine Drive, Hagerstown MD 21740 _____ Dollars (Written) _____ Cents (Written)	0.38	\$ _____
96	Access at pump station 14704 Citicorp Drive Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	4.90	\$ _____
97	Access through curb cut between 18541 and 18537 Maugans Avenue Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.52	\$ _____
98	Access across street from 17823 Oak Ridge Drive, Hagerstown, MD 21740 _____ Dollars (Written) _____ Cents (Written)	1.68	\$ _____

<u>Property</u>	<u>Property Location</u>	<u>Lot Acreage</u>	<u>Cost Per Visit</u>
99	Access at 205 Western Maryland Parkway Hagerstown, MD 21740 at pump station _____ Dollars (Written) _____ Cents (Written)	3.31	\$ _____
TOTAL SUM PRICE OPTION II (Properties 34 – 99) _____ DOLLARS (Written) _____ CENTS (Written)			\$ _____
TOTAL SUM PRICE (OPTION I AND OPTION II) (Properties 1 – 99) _____ DOLLARS (Written) _____ CENTS (Written)			\$ _____

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, Maryland.

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 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.

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 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 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, 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, 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

**GOVERNEMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

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

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

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

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

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

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

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

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

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____