



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

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 Building
100 West Washington Street, Third Floor, Room 320
Hagerstown, Maryland, 21740

Attention: *Brandi Naugle, CPPB -Buyer*

Telephone Number: 240-313-2330

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

DATE ISSUED

4/10/2018

**DELIVERY
WANTED**

See Attachment

DESCRIPTION

**MECHANICAL SYSTEMS - WATER QUALITY ASSURANCE PROGRAM
FOR WASHINGTON COUNTY
Q-18-654**

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, May 9, 2018, no later than 3:00 P.M. (EDST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-18-654) WATER QUALITY ASSURANCE PROGRAM**" 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 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 _____ calendar days from receipt of order.

Telephone Number _____

Date _____

Q-18-654

MECHANICAL SYSTEMS
WATER QUALITY ASSURANCE PROGRAM
FOR WASHINGTON COUNTY

NOTICE TO QUOTERS & INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked “**QUOTATION – (Q-18-654) WATER QUALITY ASSURANCE PROGRAM**” Quotations are to be addressed to Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740. **Please direct all inquiries to Brandi Naugle, CPPB at 240-313-2330.**

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

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **Wednesday, May 9, 2018 at 3:00 P.M., (EDST)** Quotations will be opened at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.
3. **PRE-QUOTATION CONFERENCE:** A Pre-Quotation Conference is scheduled in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland, **Monday, April 16, 2018 at 10:00 A.M., (EDST)** at which time County personnel will be present to answer any questions. Attendance at this meeting is not mandatory, but it is strongly encouraged.
4. **AWARD OF CONTRACT(S):** The contract will be awarded to the Contractor whose proposal, conforming to this request, will be the most advantageous to the County. The total lump sum for all locations (total annual service price plus new equipment cost) shall be used as the basis for evaluation of quotations and award of the Contract. If an award of Contract is made, it will be made to the responsible low Bidder who submits a responsive bid. Carelessness in quoting

prices, or in preparation of quotation otherwise, will not relieve the Bidder. Erasures or changes in quotations must be initialed. When an error is made in extending total prices, the written unit bid price will govern.

5. **CONTRACT TERM:** The successful Bidder shall promptly enter into a contract with the County in a form approved by the County within ten (10) calendar days after notification of award. The contract will be for a one (1) year period, tentatively commencing July 1, 2018 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. If the bidder wishes to renew the contract, he/she must submit a letter of intent to the County's Representative 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 increase in monthly costs for each specified building that the Contractor may request. All other terms and conditions shall remain unchanged. If the Contractor fails to comply with the specifications, the County reserves the right to terminate the Contract upon thirty (30) calendar days notice in writing if, in the opinion of the County, the services are not satisfactory or in the best interest of the County.
6. **DISCOUNTS:** Quoted prices are to be net thirty (30) days; all discounts are to be deducted and reflected in net prices.
7. **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.
8. **EQUAL OPPORTUNITY:** Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
9. **EXCEPTIONS:** 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.
10. **GENERAL:** This Request for Quotation, The Notice to Quoters & Instructions, the Specifications, and the Form of Proposal, bound herewith, shall be deemed a part of the Contract documents for any and all divisions of the work and shall be referred to in interpreting said contract.
11. **INSURANCE:** Upon request and prior to execution of contract, the successful Bidder must show Evidence of Insurance as outlined in the attached copy of Washington County's *Insurance Requirements for Independent Contractors*. (Attachment No. 1).

12. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Brandi Naugle, CPPB - County Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740, Fax: 240-313-2331; or send question in MicroSoft Word platform via-email to purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. An exception 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 quote as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after 4:00 P.M., (EDST), Monday, April 23, 2018 may not be considered. All official correspondence in regard to the specifications should be directed to and will be issued by the Washington County Purchasing Department.

12. **LIQUIDATED DAMAGES:** Liquidated damages shall be applied at the rate of fifty dollars (\$50.00) per calendar day for each day that the Contractor fails to complete the initial Start-Up and Change-Over services, including delivery of chemicals and complete installation of all new equipment as described herein, within sixty (60) calendar days from the Notice to Proceed.
14. **LUMP SUM PROPOSAL:** A lump sum proposal is being requested for all labor, chemicals, materials, new equipment, and installation necessary to properly maintain circulation of hot water and cooling systems.
15. **PAYMENT:**
- a. The Contractor shall issue separate invoices for each department/location where services have been provided.
 - b. All invoices shall be submitted in duplicate upon satisfactory completion, approval and acceptance of Start-Up and Change-Over services, delivery of chemicals, and/or complete installation of all new equipment (the new equipment installation only applies to the first year of the contract).
 - c. All invoices shall include the amount(s) stipulated on the Form of Proposal for services satisfactorily rendered and approved by the respective department/location representative where services have been provided.
 - d. Invoices shall be mailed directly to the designated contact person for the respective departments/locations as identified in the specifications. With the exception, those invoices for the following department/locations shall be mailed to John Pennesi, Deputy Director, Public Works, Parks and Facilities Department, 1307 South Potomac Street, Hagerstown, Maryland 21740.

- 1) Washington County Administration Complex
- 2) Washington County Office Building
- 3) Washington County Court House Annex
- 4) William J. Dwyer Memorial Center
- 5) Martin Luther King Center
- 6) Agricultural Education Center
- 7) Boonsboro Library
- 8) Clear Spring Library
- 9) Smithsburg Library

e. All invoices must reference the Purchase Order Number and the department/location where the service was performed.

f. Payment will be made within thirty (30) calendar days of receipt of invoices.

16. 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."

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. QUALIFICATION: The County may make such investigations as deems necessary to determine the ability of the Quoter to perform the work, and the Quoters shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any quotation if the evidence submitted by or investigation of, such Quoter fails to satisfy the County 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. A Quoter, if requested, shall submit evidence that he/she maintains a permanent place of business, has had appropriate experience, has available or can obtain personnel, equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her. The Quoter shall be an authorized representative of the chemical manufacturer he/she is proposing to use to service this contract. The Quoter must have ten (10) years of continuous verifiable experience in treating similar systems. The Bidder shall submit with their proposal a list of five (5) current customers that have been serviced for a minimum of three (3) years.

19. **QUOTER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the Maryland Department of Assessments and Taxation: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
20. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotes, 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 the Washington County.
21. **SALES TAX:** The County will provide a sales tax exemption certificate for services which are determined to be tax exempt and provided under this contract.
22. **SHIPPING:** Cost of inside delivery of equipment, materials, supplies, and chemicals shall be included in the prices provided in the vendor's quotation.
23. **SITE VISITS:** Each Quoter submitting a quotation for this work shall first examine the site(s) 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 site(s) as he/she finds it (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. Quoters shall contact the individual department/location representatives as identified in the specifications for each location to make arrangements for site visits.
24. **WORK FORCE:** The successful Quoter shall provide a list of all employees of the Quoter who will service the specified equipment. The successful Quoter shall also provide copies of all certificates of training for each employee currently maintained in water treatment and the handling and transportation of hazardous materials.

Q-18-654

**MECHANICAL SYSTEMS
WATER QUALITY ASSURANCE PROGRAM
FOR WASHINGTON COUNTY**

SCOPE OF WORK / SPECIFICATIONS

1. GENERAL DESCRIPTION:

The following is a list of site locations included in this proposal. This list is not to be considered as a minimum or maximum number of potential sites that could require the services of this proposal. Washington County reserves the right to add or delete to this list at any time during the term of the contract. Where any site is listed, it is to be considered all inclusive of the entire building(s), the entire complex - to include all buildings and structures that may require water quality assurance services.

Washington County is seeking a Total Sum proposal for water treatment services for mechanical systems in specified buildings and locations. Departments/locations, descriptions of current equipment, contact personnel and phone numbers are as follows:

- (1) Washington County Administration Complex
100 West Washington Street
Hagerstown, Maryland 21740
Contact – Gene Wolfe, Building Superintendent (240-313-2290)
 - Two (2) - Boilers (42.8 HP each) Split System, Steam & Hot Water
 - Boiler Size 36" x 60" x 60"
 - Circulating Water Pump, 1-1/2 HP - 80 GPM
 - Approximate Water Loop 400 Gallons

- (2) Washington County Office Building
33-35 West Washington Street
Hagerstown, Maryland 21740
Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 - One (1) - Hot Water Boiler
 - Rated at 6,760 sq. ft. water
 - Size - 50"l x 48"w x 55"h
 - Approximate System 450 Gallons
 - Circulating Pump, 3 HP, 85 GPM

- (3) Washington County Court House Annex
24 Summit Avenue
Hagerstown, Maryland 21740
Contact - Gene Wolfe, Building Superintendent, (240-313-2290)
 - Two (2) – Boilers RBI 850 MBH Output each
 - Type Copper Finned Tube

- Circulating Hot Water/Chilled Water Loop
- Circulating Pump, 7-1/2 HP, 490 GPM
- Approximate Water Loop - 5,000 Gallons
- Chilled Water Tower (Annex Roof)
- Approximate Water Loop – 5,000 Gallons
- Size 22” l x 22” w x 56”h
- Installed 2014

- (4) William J. Dwyer Memorial Center
 112 West Baltimore Street
 Hagerstown, Maryland 21740
 Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 One (1) - Hot Water Boiler
- Boiler Size 470 MR II (Model)
 - Hot Water/Chilled Water Loop
 - Boiler Size 37" w x 40" l x 64" h
 - Circulating Pump, Heating & Cooling, 75 GPM
 - Water Loop Volume - 2,000 gallons
 - 630,000 BTU
 - 10 Section
- (5) Martin Luther King Center
 131 West North Avenue
 Hagerstown, Maryland 21740
 Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 One (1) - Steam Boiler (135 HP) with condensate
- Model H.B. Smith - Mills 450
 - Size 66" w x 110" l x 96" h
 - 4,540,000 GR Output
 - 18 Section
- (6) Agricultural Education Center
 7313 Sharpsburg Pike
 Boonsboro, Maryland 21713
 Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 Two (2) - Boilers – Weil McClean Mod 478
- Oil Fired
 - Circulated Hot Water/Chilled Water Systems
 - Estimated Gallons – 1200
 - Pumps – Inline Taco
- (7) Boonsboro Library
 401 Potomac Street
 Boonsboro, Maryland
 Contact – Gene Wolfe, Building Superintendent – (240-313-2290)
 Information not available contact John Pennesi for walk through

- One (1) Boiler – Weil McClean Model 80 Series 1
 - Oil Fired
 - Circulated Hot Water
 - System size 400 Gallons (approximate)
 - Pumps – Taco 50 GPM, 1750 RPM, .5 HP
 - Size 30” w x 43”l x 48”h

- (8) Clear Spring Library
 - 12624 Broadfording Road
 - Clear Spring, Maryland 21722
 - Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 - One (1) - Burnham Hot Water Boiler Model V908A
 - Size 32” w x 48”h x 56”l
 - Pump Size - 60 GPM, 1750 RPM, 1 Hp
 - System Size - 360 Gallons (approx.)

- (9) Smithsburg Library
 - Veterans Park – Water Street
 - Smithsburg, MD
 - Contact - Gene Wolfe, Building Superintendent (240-313-2290)
 - One (1) Hot Water Boiler, MOD WGO-9-295 MBH
 - System Water Loop – 1,000 gallons

- (10) Washington County Transportation Department
 - 1000 West Washington Street
 - Hagerstown, Maryland 21740
 - Contact – Craig Pensinger, Operations Coordinator (240-313-2750)
 - One (1) - Steam Boiler (35 HP)
 - Burnham Model V-909
 - Size 35"w x 64"l x 54"h
 - 1,054,000 GR Output
 - 9 Section

- (11) Washington County Sheriff’s Department
 - Detention Center
 - 500 Western MD Parkway
 - Hagerstown, Maryland 21740
 - Contact – Terry Hill, Systems Mechanic (240-313-2142)
 - Two (2) - Boilers (2.70 HP ea.), H.B. Smith Series 28, Circulating Hot Water
 - Circulating Pump, 5 HP, 325 GPM
 - Boiler Size 40" x 84" x 66"
 - Approximate Gallons 6500
 - 2,332,000 GR Output

- (12) Washington County Sheriff's Department
Detention Center (Minimum Security Wing)
500 Western MD Parkway
Hagerstown, Maryland 21740
Contact – Terry Hill, Systems Mechanic (240-313-2142)
One (1) - Boiler, H.B. Smith Series 28A-5
- Circulating Pump, 2 HP, 100 GPM
- Boiler Size 34" x 40" x 66"
- Approximate Gallons 6500
- (13) Washington County Health Department
1302 Pennsylvania Avenue
Hagerstown, Maryland 21742
Contact – Ms. Brenda Cole (301-791-3200)
One (1) - Steam Boiler, American Standard
- Circulating Hot Water
- Model PFA-515
- 58"h x 30"w x 80"l
- 2,440,000 GR Output

2. **SCOPE OF WORK:**

- a. The Contractor shall provide all labor, chemicals, materials, and new equipment at all locations, (i.e. pumps, feeders, mixing tanks, meters and associated equipment and routine analysis) to properly maintain circulation of hot water and cooling systems (i.e. steam and hot water boilers, cooling towers, closed loop systems, single and dual pipe chilled water circulating systems).
- b. All new equipment provided shall be guaranteed for one (1) year by the Contractor and shall remain the property of Washington County. If the new equipment fails during the first year the Contractor shall replace said equipment at no cost to Washington County. Bidders shall provide a separate price on the Form of Proposal for all new equipment by individual location. The County shall only incur these costs during the first year of the contract.

3. **QUALITY ASSURANCE AND TESTING:**

- a. *PH Monitoring* – The Contractor shall provide monthly monitoring and testing of all systems, and making adjustments as needed to maintain proper PH levels and supply field test reports to the appropriate building operator. Annual blow downs for each facility will be performed by County contracted personnel prior to beginning of each heating season. The Contractor for the Water Quality Assurance Program on mechanical systems shall then be responsible for replenishment of chemicals at the quoted unit cost submitted with this Request for Quotation. Boilers will be blown down weekly by County personnel during the heating season.

- b. *Monthly Monitoring of Steam Systems* – The Contractor shall provide monthly monitoring and testing for steam boilers and cooling towers during seasons that they are in operation. Testing shall be conducted twice yearly (Fall & Spring) for closed loop systems. The Contractor shall make additional visits for closed loop systems, upon notification of water loss in those systems by County personnel.

4. **MONTHLY SERVICE VISIT:** The Contractor shall arrange for monthly service visits by contacting the listed building contact for each location to arrange for escort during the service visit and provide a service ticket reflecting the building, date of service and any service performed / chemicals added etc.

5. **PRODUCTS:** Bidders shall provide, with their proposal, a manifest of all materials and chemicals (by name and trademark), unit pricing for each, and MSDS data, concerning all materials and chemicals proposed to be utilized in the performance of this agreement.

6. **START-UP AND CHANGE OVER:**
 - a. The Contractor, upon Notice to Proceed, shall flush, purge and drain all systems of existing treatment chemicals, if found not to be compatible with new chemicals, and retreat all systems in accordance with accepted practices and procedures creating a baseline analysis for servicing and a treatment schedule.

 - b. All systems shall be totally changed over within thirty (30) calendar days from Notice to Proceed unless otherwise dictated by the equipment's operating schedule and availability. No system shall be left untreated at the start-up of the heating season.

7. **UNIT PRICES:** All Bidders shall provide, with their proposal, a separate unit price for all materials and chemicals specified in Paragraph 5. Products.

**Q-18-654
FORM OF PROPOSAL**

FORM OF PROPOSAL

TO:
Brandi Naugle, CPPB, Buyer
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Rm. 3200
Hagerstown, MD 21740

FROM:

DATE: _____

**QUOTATION DUE: Wednesday, May 9, 2018
 3:00 P.M., (EDST)**

QUOTATION NO: Q-18-654

Gentlemen/Ladies:

We hereby submit our proposal for:

Mechanical Systems - Water Quality Assurance Program for Washington County

Having examined the sites and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation, bearing the project title, and dated April 6, 2018 hereinafter listed, and

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 Contract Documents, for the stipulated sum of:

Separate Prices for Individual Buildings / Written Price		Price
1A. WASHINGTON COUNTY ADMINISTRATION COMPLEX (Annual Price)	_____ Dollars	\$ _____ (Figures)
	(Written)	
1B. WASHINGTON COUNTY ADMINISTRATION BUILDING EQUIPMENT COST:	_____ Dollars	\$ _____ (Figures)
	(Written)	

**Q-18-654
FORM OF PROPOSAL**

Separate Prices for Individual Buildings / Written Price	Price
2A. WASHINGTON COUNTY OFFICE BUILDING (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
2B. WASHINGTON COUNTY OFFICE BUILDING EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
3A. WASHINGTON COUNTY COURT HOUSE ANNEX (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
3B. WASHINGTON COUNTY COURT HOUSE ANNEX EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
4A. WILLIAM J. DWYER MEMORIAL CENTER (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
4B. WILLIAM J. DWYER MEMORIAL CENTER EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
5A. MARTIN LUTHER KING CENTER (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
5B. MARTIN LUTHER KING CENTER EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
6A. AGRICULTURAL EDUCATION CENTER (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)

**Q-18-654
FORM OF PROPOSAL**

Separate Prices for Individual Buildings / Written Price	Price
6B. AGRICULTURAL EDUCATION CENTER EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
7A. BOONSBORO LIBRARY (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
7B. BOONSBORO LIBRARY EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
8A. CLEAR SPRING LIBRARY (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
8B. CLEAR SPRING LIBRARY EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
9A. SMITHSBURG LIBRARY (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
9B. SMITHSBURG LIBRARY EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
10A. WASHINGTON COUNTY TRANSPORTATION DEPARTMENT (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
10B. WASHINGTON COUNTY TRANSPORTATION DEPARTMENT EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)

**Q-18-654
FORM OF PROPOSAL**

Separate Prices for Individual Buildings / Written Price	Price
11A. WASHINGTON COUNTY DETENTION CENTER (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
11B. WASHINGTON COUNTY DETENTION CENTER EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
12A. WASHINGTON COUNTY DETENTION CENTER - Minimum Security Wing (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
12B. WASH. CO. DETENTION CENTER (Minimum Security Wing) EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
13A. WASHINGTON COUNTY HEALTH DEPARTMENT (Annual Price) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
13B. WASHINGTON COUNTY HEALTH DEPARTMENT EQUIPMENT COST <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)
TOTAL SUM QUOTATION FOR SPECIFIC SERVICES (Sum of all items above) <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">(Written)</div>	\$ _____ (Figures)

**Q-18-654
FORM OF PROPOSAL**

ALL BIDDERS SHALL ATTACH THE FOLLOWING TO THIS FORM OF PROPOSAL:

- (1) A LISTING OF MATERIALS AND CHEMICALS WITH UNIT PRICE INFORMATION
- (2) A LIST OF FIVE (5) CURRENT CUSTOMERS THAT HAVE BEEN SERVICED FOR A MINIMUM OF THREE (3) YEARS.

FAILURE TO PROVIDE THIS INFORMATION WITH THIS PROPOSAL MAY CONSTITUTE A NON-RESPONSIVE PROPOSAL.

The Board has the right to reject any or all proposals without explanation, to waive any informalities, and to withhold final award to the contract for a period of sixty (60) calendar days from the date of quotation opening. No Bidder may withdraw his/her proposal for a period of ninety (90) calendar days from date of quotation opening.

The undersigned is aware that his failure to properly and completely fill in all blanks on this proposal may be due cause for its rejection.

FIRM NAME AND ADDRESS: _____

BY (Signature): _____

NAME AND TITLE PRINTED: _____

TELEPHONE NO.: _____

EMPLOYER'S FEDERAL IDENTIFICATION NO. _____

REMARKS/EXCEPTIONS: _____

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 or proposal, the Bidder 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 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 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 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 _____

Debarment and Suspension

Water Quality Assurance Program

Q-18-654

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.

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, 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