



# REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

**RETURN QUOTATIONS TO:**

WASHINGTON COUNTY PURCHASING DEPARTMENT  
Washington County Administration Building  
100 West Washington Street, Third Floor, Room 320  
Hagerstown, Maryland 21740-4748

Attention: Rick Curry, CPPO, Buyer

Telephone Number: 240-313-2330

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

**DATE ISSUED**

04/22/2016

**DESCRIPTION**

**SALE OF YARD WASTE MATERIALS FOR COMPOST/MULCH  
Q-16-615**

*(See Attached Instructions & Specifications)*

**QUOTATION DUE: Wednesday, May 18, 2016, 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: Rick Curry, CPPO, Buyer, Washington County Administration Building, 100 W. Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-16-615) SALE OF YARD WASTE MATERIALS FOR COMPOST/MULCH**" 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.

**BIDDERS SHALL COMPLETE AND SUBMIT THIS PAGE WITH  
A COMPLETED QUOTATION FORM (PAGE 6)**

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/Fax# _____/_____	calendar days from receipt of order.
E-mail Address _____	Date _____

**SALE OF YARD WASTE MATERIALS FOR COMPOST/MULCH  
Q-16-615**

**INSTRUCTIONS / SPECIFICATIONS**

1. **AWARD:** For contracts of sale, the contract shall be awarded to the highest, responsive, responsible Quoter complying with all the provisions of the Request For Quotation, provided the quoted price is in the best interest of the County to accept it. The Board of County Commissioners reserves the right to accept or reject any or all quotes, to waive technicalities, and to take whatever action is in the best interest of Washington County.
2. **CONTRACT TERM:** The successful vendor shall promptly enter into a contract with the Owner in a form approved by the Owner within ten (10) calendar days after notification of award. The contract will tentatively begin July 1, 2016 and end June 30, 2017. The price offered shall remain firm for the period covered by this agreement and shall include, but not be limited to: loading, transportation, equipment, labor, and ancillary expenses of permits, licenses, etc. Relief from the contract shall not be granted due to market fluctuations during the term of the contract.
3. **DISCOUNTS:** Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
4. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties. The County Director of Purchasing may request in writing, the recommendation of the head of the County agency using the item or materials, or other objective sources.
5. **EXCEPTIONS:** The submission of a quotation shall be considered an agreement to all the items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
6. **INSURANCE:** Upon request and prior to execution of contract, the successful bidder must show evidence of insurance as outlined in the copy of Washington County's Policy – *Insurance Requirements for Independent Contractors* included herein.
7. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any vendor find discrepancies in, or omissions from, the documents, or in his/her investigation of the site conditions, or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from Rick Curry, CPPO, County Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748, **FAX: 240-313-2331**. All necessary interpretations will be issued to all vendors 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 vendor to receive any such addendum or interpretation shall not relieve such vendor 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. Requests received after **4:00 P.M., (EDST) Friday, May 6, 2016** may not be considered. Every interpretation made by the County will be made in the form of an addendum. If issued, addenda will be sent by the Purchasing Director to all interested parties.

8. **MARYLAND BUY AMERICAN STEEL ACT:** Bidders must comply with the Annotated Code of Maryland -- Finance and Procurement Code, Subtitle 3, Sub Sections 17-301 through 17-306 regarding "Maryland Buy American Steel Act."
9. **PAYMENT:** The successful vendor shall make payments to the County on a monthly basis for wood materials removed from the site. Payments shall be made by the 15th day of the following month after removal. Payments shall be submitted to the Washington County Solid Waste Department, 12630 Earth Care Road, Hagerstown, MD, 21740-2189.
10. **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."
11. **PRE-QUOTATION CONFERENCE:** A Pre-Quotation Conference is scheduled in the Washington County Administration Building Conference Room 325, Third Floor, 100 W. Washington Street, Hagerstown, Maryland on **Friday, April 29, 2016 at 10:00 A.M., (EDST)** at which time County personnel will be present to answer any questions.
12. **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.
13. **QUALIFICATIONS:** The Owner may make such investigations as he/she deems necessary to determine the ability of the vendor to perform the work, and the vendors 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 quotation if the evidence submitted by or investigation of, such vendor fails to satisfy the Owner that such vendor 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 vendor, if requested, shall submit evidence that he/she maintains a permanent place of business, that the business has had at least three (3) successful years experience as a mulch dealer, and 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. Each firm submitting a quotation must be licensed to operate in Washington County and must have adequate personnel and equipment available at all times for routine service.

- 14. QUOTATION SUBMITTAL:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the vendor and marked "**QUOTATION – (Q-16-615) SALE OF YARD WASTE FOR COMPOST/MULCH**". Quotations are to be addressed to Rick Curry, CPPO, Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 W. Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748. Quotations must be received in the Purchasing Department no later than **3:00 P.M., (EDST) Wednesday, May 18, 2016**. Quotations will be opened and read at that time in the Washington County Administration Building, Third Floor Conference Room 325, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.

**NOTE: All Quoters must enter the County Administration Building through the front door, 100 West Washington Street entrance, and must use the elevator to access the Purchasing Department to submit their quote or to attend the Pre-Quotation Conference. Alternate routes are now controlled by a door access system.**

- 15. RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

**16. RESPONSIBILITY OF VENDOR:**

- a. Each vendor submitting a quotation for this work shall first examine the site and thoroughly satisfy him/her to the conditions under which he/she will operate or that will in any manner affect any work under his/her contract. The vendor shall accept the site as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any vendor for negligence in this respect.
- b. Persons or firms interested in submitting quotations may inspect the site containing the wood materials during the Solid Waste Department's weekday hours of operation, which are 7:00 a.m. – 3:00 p.m. Monday through Friday. Please call the Washington County Solid Waste Department - Assistant Deputy Director, Cathy Mills at 240-313-2790 to make arrangements to visit the site.
- c. The County is requesting from vendors a price per 2,000 lb./ton that the vendor will pay to the County for its wood materials located at the Solid Waste Department's specified dump site for the subject items hauled from the following site; Route 40 West, 12630 Earth Care Road, Hagerstown, Maryland, 21740 site stockpiles of wood materials
- d. It is the vendor's responsibility to load, remove and haul the subject materials from the County's Route 40 West Landfill site. The successful vendor shall be required to load and remove the wood materials once per month.

- e. The vendor retains all liability, and holds the County harmless and indemnifies the County for any liability resulting from the release of Freon or other refrigerant and any personal or property damage related thereto, or any other violation of Federal, State, or local laws, regulations or permit requirements, related to Freon containing appliances removed from the County's Route 40 West Landfill prior to Freon removal.
- f. The vendor shall begin removal of the materials from the Route 40 West site no later than seven (7) calendar days after receiving notification from the County. The removal of the wood materials from the Route 40 West site shall be completed within sixty (60) calendar days after receiving notification. However, in no case shall the amount of materials stockpiled at the Route 40 West site be at a quantity, or cover an area that interferes with site operations, or that becomes a nuisance as determined by the County or by an applicable regulatory agency.
- g. The wood materials shall become property of the contractor upon removal from the site. Materials remaining stockpiled at the Route 40 West site during and upon termination or expiration of this agreement shall remain the property of the County.
- h. All work shall comply with all Federal, State and local laws, codes and regulations.
- i. The County shall not be responsible for the premature opening of bids received and not properly addressed or identified on the sealed envelope.
- j. The County guarantees neither minimum/maximum number of calls, nor quantity of materials.
- k. Wood materials hauled from Route 40 West site shall be weighed utilizing the County's weigh scales prior to removal.
- l. 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 so throughout this contract.

**17. TERMINATION OF CONTRACT:** If the contractor fails to comply with the specifications, the Owner reserves the right to terminate the Contract upon thirty (30) calendar days notice in writing if, in the opinion of the Owner, the services are not satisfactory or in the best interest of the County.

**Q-16-615**  
**SALE OF YARD WASTE MATERIALS FOR COMPOST/MULCH**

**QUOTATION FORM**

**Submit With Front Page of RFQ Document**

**Route 40 West Landfill Site:** *(Sale of Yard Waste for Compost/Mulch)*

- A.** Vendor to pay the Board of County Commissioners of Washington County, Maryland the sum of:  
Per 2000 lb/ton

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, 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