



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 30001292.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Complex
 100 West Washington Street, Third Floor, Suite 3200
 Hagerstown, Maryland 21740
Attention: Brandi Naugle, CPPO – Buyer

Telephone Number: 240-313-2330

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

DATE ISSUED

June 12, 2024

DESCRIPTION

**AGGREGATE / EMULSION MATERIALS
 FOR WASHINGTON COUNTY DEPARTMENTS
 Q-24-785**
(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, July 10, 2024, 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: Brandi Naugle, CPPO, Buyer, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-24-785) AGGREGATE / EMULSION MATERIALS**" 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 Specifications / Proposal Form.

We quote you as above - F.O.B. _____
 Official Signature _____
 Name Printed _____
 Telephone Number _____

Acknowledge Addenda # _____ Date _____
 # _____ Date _____, # _____ Date _____
 Delivery / Service can be performed no later than
 _____ calendar days from receipt of order.
 Date _____



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

In the near future, Washington County, Maryland Purchasing Department will be moving to a procurement portal powered by Euna for accepting and evaluating solicitations. We strongly encourage you to register now to receive solicitation notices. To register, visit:

<https://washco-md.ionwave.net>.

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com

**AGGREGATE / EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS
Q-24-785**

INSTRUCTIONS

1. **AWARD OF CONTRACT(S)**: Awards shall be made to the responsible, responsive low Quoter for each product based on location. The County reserves the right to award multiple contracts per item, based on the County's requirements as determined by locations. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. The successful Quoter(s) shall extend their pricing to the City of Hagerstown. The City of Hagerstown shall issue contracts (purchase orders) independently of that of the County and all financial transactions shall be conducted separately with the City of Hagerstown.
2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**: The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower-tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
3. **REGISTRATION WITH THE MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION**: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1184 or (888) 246-5941.
4. **DELIVERY**: Unit prices are to be based on "pick-up" at Quoter's location(s) for Item Nos. 1 through 25. *The Quoter shall attach separately, a haul/delivery rate schedule for Item Nos. 1 through 25.* The Quoter shall quote one price per item that he/she is able to provide, regardless of whether the vendor can provide it from more than one location. The County will not award a contract to a Quoter if multiple prices are quoted by the Quoter for each location. *Item Nos. 26A through 26F shall include the cost for the product and delivery to the designated location.*
5. **DISCOUNTS**: Quoted prices are to be net thirty (30) days; all discounts are to be deducted and reflected in net prices.
6. **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.
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 seven (7) calendar days prior to the Pre-Quotation Conference and / or 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. **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, CPPO, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland 21740, Fax: 240-313-2331; or send questions 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. Exceptions 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 quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, June 26, 2024, may not be considered.

10. **INSURANCE:** Upon request and prior to execution of the contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County's – *Insurance Requirements for Independent Contractors Policy*.
11. **PAYMENT:** Payment will be made within thirty (30) calendar days by each using department after satisfactory delivery and acceptance as required based on deliveries as requested by that department. Invoices shall be submitted in duplicate to each using department. No costs shall be charged in addition to the per-ton unit costs nor to any haul/delivery rate schedule that is furnished with the vendor's quotation response during the contract period.
12. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
13. **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 the 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.

Instructions

Aggregate / Emulsion Materials

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14. **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 W. Washington Street, Hagerstown, Maryland 21740, **10:00 A.M., (EDT/EST) Thursday, June 20, 2024**, 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.

15. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, July 10, 2024**. Quotations will be opened and read at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 W. Washington Street, Hagerstown, Maryland. All interested parties are invited to attend. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 prior to the teleconference to receive instructions.

16. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name and address of the Quoter and marked **“QUOTATION – (Q-24-785) AGGREGATE / EMULSION MATERIALS.”** Quotations are to be addressed to the Washington County Purchasing Department, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740. **Please direct all inquiries to Brandi Naugle, CPPO – Buyer. Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.**

NOTE: All Quoters must enter the Washington County Administrative Complex through either the front door at the 100 W. 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.

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 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, Maryland.

18. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County’s Maryland Sales Tax Exemption Number is 30001292. The County will provide a sales tax exemption certificate for the items provided under this contract.

19. **TERM OF CONTRACT:** All quoted prices shall be valid for the contract period August 1, 2024 through July 31, 2025.

20. **PRICE ADJUSTMENTS:** Price adjustments during this term shall be based on the Maryland State Highway's "Price Adjustment for Asphalt Binder." Quoters shall submit, along with their quote, the prevailing index price of asphalt binder per ton and the design mix of their Hot Mix Asphalt products: 504.04.01 Price Adjustment for Asphalt Binder. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 (PG64S-22) at time of bid opening. Cost differentials between PG 64-22 (PG64S-22) and a binder specified shall be included in the price bid per ton for Asphalt.

The PA will be made when the index price for the month of placement increases or decreases more than five percent (5%) of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b)))$$

Where:

PA = Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal Q = Quantity of asphalt placed for the current month

P_p = Index price for PG 64-22 (PG64S-22) asphalt binder per ton for the month of placement

D = 1.05 for increases over five percent (5%); 0.95 for decreases over five percent (5%)

P_b = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

Q-24-785

**AGGREGATE / EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS**

**SPECIFICATIONS / FORM OF PROPOSAL
(Submit with Request for Quotation Form)**

| Item No. | Product | | Price Per Unit | Unit |
|-----------------|-------------------------------|----------------------------|-----------------------|-------------|
| 1 | #57- Stone (1/2" – 1-1/2") | AASHTO 57 | | Ton |
| 2 | #67 – Stone (3/4" or smaller) | AASHTO 67 | | Ton |
| 3 | #1 Rip Rap (9" – 18") | R5 | | Ton |
| 4 | #2 Rip Rap (12" – 24") | R6 | | Ton |
| 5 | B-10 Stone | B10 | | Ton |
| 6 | CCR 3/4" | Clean Crusher Run 3/4" | | Ton |
| 7 | CCR 3-1/2" | Clean Crusher Run 3-1/2" | | Ton |
| 8 | DCR / RC6 | Dirty Crusher Run | | Ton |
| 9 | CR6M | Clean Crusher Run | | Ton |
| 10 | Gabion Stone (4" – 7") | AASHTO 89 | | Ton |
| 11 | MD 1 - Stone (2" – 4") | AASHTO 1 | | Ton |
| 12 | Dust | AASHTO 10 | | Ton |
| 13 | MD 2 Stone (1" – 3") | AASHTO 2 | | Ton |
| 14 | MD 4 Stone (1/4" – 3/4") | AASHTO 7 | | Ton |
| 15 | 25.0 mm | Base Mix – Course | | Ton |
| 16 | 19.0 mm | Base Mix – Fine | | Ton |
| 17 | Cold Mix | Year-Round Application Use | | Ton |
| 18A | CRS 2 | Emulsion | | Gal |
| 18B | CSS - 1H | Tack Oil (5 Gallon Pail) | | Pail |
| 19 | SS - 1H | Tack Oil (5 Gallon Pail) | | Pail |
| 20 | CSS - 1H | Tack Oil | | Gal |
| 21 | DW 9.5 mm | Driveway Mix | | Ton |
| 22 | PF - 14.75 mm | Surface Fine (Dust) | | Ton |
| 23 | 4.75 mm | Sand Mix / Surface Top | | Ton |
| 24 | SC 12.5 mm | Surface Mix Course | | Ton |
| 25 | 9.5 mm | Surface Mix Fine | | Ton |

| Item No. | Product | | Price Per Unit | Unit |
|----------|-----------|---|----------------|---------------------------|
| 26A | Anti-Skid | <i>Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711</i> | | Ton / <i>Delivered</i> |
| 26B | Anti-Skid | <i>Scenic Route #40 (Salt Dome West of Hancock) Route 144 Hancock, MD 21750</i> | | Ton / <i>Delivered</i> |
| 26C | Anti-Skid | <i>Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742</i> | | Ton / <i>Delivered</i> |
| 26D | Anti-Skid | <i>Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756</i> | | Ton / <i>Delivered</i> |
| 26E | Anti-Skid | <i>Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783</i> | | Ton / <i>Delivered</i> |
| 26F | Anti-Skid | <i>Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740</i> | | Ton / <i>Delivered</i> |

***Quoter shall attach a haul / delivery rate schedule for items 1-25**

Company Name: _____

Company Address: _____

Authorized Signature of Officer of Company: _____

Name and Title Printed: _____

Phone No.: _____ / Fax No.: _____

E-Mail Address: _____

Employer's Federal Identification No.: _____

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

II. 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, 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: March4,1997

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 _____