

REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION	N: <u>NOTES</u> :		
Company Name:Address:	1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net		
Contact Name:	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		
Contact Title:	Washington County, Maryland.		
Phone Number:	3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption		
E-mail:	Number is 3000129 2.		
RETURN HARD COPY QUOTATIONS TO:			
WASHINGTON COUNTY PURCHASING DEPARTMENT Washington County Administration Complex 100 West Washington Street, Third Floor, Suite 3200 Hagerstown, Maryland 21740	REQUEST FOR QUOTATION THIS IS NOT AN ORDER		
Attention: Brandi Naugle, CPPO, Buyer, or online electronically at	DATE ISSUED		
https://washco-md.ionwave.net. Telephone Number: 240-313-2330	10/30/2024		
DESCRIPTION	N		
Q-24-794 PORTABLE LITTE (See Attached Instructions of QUOTATION DUE: Wednesday, December 4, 2024, no later the time-stamped in the Purchasing Department. "Electronic" quotes will of quotations will follow. Interested parties are invited to hear a read of the quotes shall call prior to the teleconference 240-313-2330 to re-	& Specifications) an 3:00 P.M., (EDT/EST) "Hard copy" quotes must be accepted at https://washco-md.ionwave.net . Opening ling of the quotes. All quoters who wish to hear a reading eceive instructions.		
HARD COPY QUOTATIONS TO BE ADDRESSED TO: Was Naugle, CPPO, Buyer, Washington County Administration Complex Hagerstown, Maryland, 21740 and enclosed in a sealed opaque enveloped LITTER FENCE" and bearing the vendor's name and address.	x, 100 West Washington Street, Third Floor, Suite 3200,		
ELECTRONIC QUOTATIONS TO BE SUBMITTED TO: https://doi.org/10.1001/pdf	://washco-md.ionwave.net.		
Having received clarification on all items of conflict or upon which labor, materials, and equipment called for by said specifications and			
NOTE: This page is to be returned with the	e Hard Copy Form of Proposal		
We quote you as above - F.O.B Ad	cknowledge Addenda # Date		
Official Signature #_	cknowledge Addenda # Date Date, # Date		
	elivery/Service can be performed no later than		
Telephone Number =	calendar days from receipt of order.		

Q-24-794 PORTABLE LITTER FENCE

INSTRUCTIONS

1. QUOTATION SUBMISSION: "Hard Copy" Quotations are to be submitted enclosed in a sealed opaque envelope "QUOTATION – (Q-24-794) PORTABLE LITTER FENCE". The name and address of quoter to be clearly written on the front of the envelope. Quotations are to be addressed to:

Washington County Purchasing Department Attn: Brandi Naugle, CPPO, Buyer Washington County Administration Complex 100 West Washington Street, Suite 3200 Hagerstown, Maryland, 21740.

"Electronic" quotes shall only be accepted on the online bidding site at http://washco-md.ionwave.net. Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.

QUOTATION OPENING: "Hard Copy" Quotations must be received and time-stamped in the Purchasing Department no later than 3:00 P.M., (EDT/EST) Wednesday, December 4, 2024. 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 wishing to hear a reading of the quotes via teleconference shall call 240-313-2330 prior to the meeting to receive instructions. Quotations shall be submitted on the forms provided. Numbers shall be stated both in writing and in figures. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a corporation. The County shall not be responsible for the premature opening of bids received and not properly addressed or identified on the sealed envelope.

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, 1:00 P.M., (EDT/EST) Wednesday, November 6, 2024, at which time County personnel will be present to answer any questions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged. All interested quoters wishing to take part in the meeting via teleconference shall 240-313-2330 call prior to the meeting to receive instructions.

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.
- **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive low Quoter based on the total sum for the equipment. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. Upon approval of the cost proposal, it is the County's intent to issue a Notice to Proceed (purchase order) within fourteen (14) days.
- **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.

6. **BROCHURES, DESCRIPTIVE LITERATURE, MANUALS:**

- a. Quoters submitting quotes shall furnish complete descriptive literature and specifications of the equipment upon which the Quotation is based. Refer to the General Conditions.
- b. Failure to comply with this requirement may be ample cause for rejection of the Quotation.
- 7. <u>DISCOUNTS</u>: Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
- **8. <u>DISPUTES</u>:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
- 9. <u>EQUAL OPPORTUNITY</u>: The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
- **10. EXCEPTION:** The submission of a quotation 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 quotation.
- 11. <u>INTERPRETATION</u>, <u>DISCREPANCIES</u>, <u>OMISSIONS</u>: 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, Fax: 240-313-2331; or send questions in Microsoft Word platform via-

email to <u>purchasingquestions@washco-md.net</u> or by submitting questions electronically through the online bidding system at https://washco-md.ionwave.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 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, November 13, 2024, may not be considered.

- INSPECTIONS: Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count. All products shall comply with all Federal, State, and local laws, codes and regulations
- 13. <u>INSURANCE</u>: The successful Quoter must show upon request and prior to the execution of a Contract or issuance of Purchase Orders the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy of the Washington County's Insurance Requirements for Independent Contractors Policy. The project shall be identified on the certificate and the *Board of County Commissioners of Washington County, Maryland shall be named as an additional insured on the certificate of insurance*. The certificate holder on the certificate shall be named as such; *The Board of County Commissioners of Washington County, Maryland*, 100 West Washington Street, Hagerstown, Maryland.
- 14. MATERIAL AND WORKMANSHIP: All equipment furnished shall be guaranteed to be new, unused and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship shall be of high quality and accomplished in a professional manner so as to ensure functionality of the equipment.
- **PAYMENT:** Payment will be made by the County within thirty (30) calendar days after satisfactory acceptance and delivery by using department as required based on delivery as requested by that department. Invoices shall be submitted in duplicate to the Department of Solid Waste, 12630 Earth Care Road, Hagerstown, MD 21740.
- 15. 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."
- 16. <u>POLITICAL CONTRIBUTION DISCLOSURE</u>: In accordance with Maryland Code, <u>State Finance and Procurement Article</u>, §17-402, to comply with the political contribution reporting requirements under Maryland Code, <u>Election Law Article</u>, § 14-101 et seq., 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.

- 17. <u>REDUCTION OF PRICES</u>: Any reduction of prices during the period of this contract shall be passed on to the Board of county Commissioners of Washington County, Maryland.
- 18. <u>RESERVATIONS</u>: 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 Washington County, Maryland.
- 19. <u>SALES TAX</u>: 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.
- 20. 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 Department of Assessments Taxation the State and 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.
- 21. 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."
- **QUALIFICATIONS:** The County may make such investigations as it 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 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.

- 23. <u>TERMINATION OF CONTRACT</u>: 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.
- **DELIVERY:** The equipment shall be delivered F.O.B. Destination to the Washington County Department of Solid Waste at 12630 Earth Care Road, Hagerstown, MD, 21740. The successful Quoter shall guarantee delivery of the equipment as specified herein, no later than ninety (90) consecutive calendar days after notice of award. All delivery costs and charges shall be included in the Quotation.

Q-24-794 PORTABLE LITTER FENCE

SPECIFICATIONS

The successful vendor shall supply the County with, four (4) four Portable Litter Fences that meet the below specifications:

Item No.	Description	Remarks/Exceptions
1	Rectangular base frame with windscreens on three sides and canopy. Overall minimum dimensions of 24' wide x 15' high x 8' depth and weight of 3,600 lbs.	
2	Units shall be equipped with net mesh being made of heavy gauge galvanized welded wire and vinyl coated with a maximum 1.5" square opening. Back net shall be reinforced with 3/16" aircraft cable and connected via the cable to the frame.	
3	Units shall be manufactured with smooth, heavy walled steel tubing to keep the units from freezing to the ground or sinking in soft mud.	
4	Rugged steel construction with full welds and a tough enamel finish to protect from rusting.	
5	Units must be portable and able to connect via a factory installed adjustable lift adapter for any standard pay loader bucket or a standard bulldozer blade. The unit shall be capable of being lifted from the front or rear of the unit.	
6	Minimum two lifting hooks for easy relocation and stability over rugged terrain. Lifting hooks shall meet the following requirements. Vertical height adjustment: min 6'-9" to a max of 12'-2". Horizontal hook adjustment: 5 increments from 11" to 2'-7".	
7	Units shall be constructed with an additional ³ / ₄ " thick steel wear plates along the bottom beam and hook supports of the unit to prevent potential damage from equipment and stability.	
8	Units shall be manufactured with a heavy litter control panel with two side wing nets, and a canopy for maximum litter containment.	
9	Units shall allow for the option of outrigger use during times of high winds. Outriggers shall be built into the frame for stability, have three setting options with full extension to depth of 15'.	

Item No.	Description	Remarks/Exceptions
10	Units shall be designed for 65 + MPH winds and be designed to continue to force litter down to the bottom of the unit and not escape.	
11	Units designed to be positioned next to each other, straight line or curve, so the nets are tight to each other for no gap coverage.	
12	Units shall have a 5-Year Warranty	
13	Units shall be delivered F.O.B. to the Department of Solid Waste, 12630 Earth Care Road, Hagerstown, MD within 90 days of the award.	

VENDOR'S COMPANY/FIRM:	
ADDRESS:	
CITY, STATE, ZIP:	
AUTHORIZED SIGNATURE:	
NAME AND TITLE PRINTED:	
TELEPHONE:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE:	
FEDERAL EMPLOYER'S IDENTIFICATION NO.	
REMARKS/EXCEPTIONS:	

Q-24-794 PURCHASE OF PORTABLE LITTER FENCE

QUOTATION FORM

Item No.	Item Description	Unit of Measure	Qty	Unit Price (Figures)	Total Price (Figures)
1	Dollars (Written) per Cents (Written)	Ea.	4	\$(Figures)	\$(Figures)
TOTAL LUMP SUM Dollars (Written)		\$	(Figures)		
	(Written)	er Cents			

Quotation Form Portable Litter Fence Q-24-794 Page 9

Quoter's Name	

^{*}Cost shall include Freight.

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. <u>PURPOSE</u>

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

II. 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 **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: March 4, 1997

GOVERNMENT-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 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	



PURCHASING DEPARTMENT DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

We are currently accepting electronic bids via our new online bidding system. In the near future, the Washington County, Maryland Purchasing Department will be moving <u>ALL</u> bidding opportunities 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