**Washington County Health Department**

**1302 Pennsylvania Avenue**

**Hagerstown, MD 21742**

**240-313-3216**

**Washcohealth.org**

**RFQ-2020-03**

**Parking Lot Filling Cracks, Sealing, Line Stripping and Curb Painting**

****

**August 12, 2019**

**REQUEST FOR QUOTATION**

**RFQ-2020-03**

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

**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 Washington County Health Department 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 Health Department.

3. The Washington County Health Department is exempt from State

 of Maryland Sales Tax. The Washington County Health

 Departments sales tax exemption number is 30001292

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DESCRIPTION**

**REQUEST FOR QUOTATION**

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**8/12/19**

**RETURN QUOTATIONS TO:**

Washington County Health Department Purchasing Department, Room 306

1302 Pennsylvania Avenue

Hagerstown, MD 21742

**Attention***: Brenda Cole, Procurement Specialist*

**Telephone**: 240-313-3216

**Parking Lot Filling Cracks, Sealing, Line Stripping and Curb Painting**

**RFQ-2020-03**

**QUOTATION DUE:** **Monday, September 9, 2019, no later than 10:00 a.m.** and must be time-stamped in the Procurement Office. Opening of quotations will follow. Interested parties are invited to attend.

**QUOTATIONS TO BE ADDRESSED TO:** Washington County Health Department Purchasing Office, Attn: Brenda Cole, Procurement Specialist, 1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742 and enclosed in a sealed opaque envelope marked “**QUOTATION – Parking Lot”** 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 instruction for the cost as specified on the attached Quotation Proposal Form.

**NOTE: Page 1 and 2 must be completed and returned with the quotation Proposal Form.**

We quote you as above – F.O.B.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acknowledge Addenda #\_\_\_\_\_Date\_\_\_\_\_\_\_

Office Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ #\_\_\_\_\_\_Date\_\_\_\_\_\_, #\_\_\_\_\_\_Date\_\_\_\_\_\_\_

Name Printed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFQ-2020-03**

**REQUEST FOR QUOTATION**

**Parking Lot Filling Cracks, Sealing, Line Stripping and Curb Painting**

**NOTICE TO QUOTERS & INSRUCTIONS**

1. **QUOTATION SUBMISSION:** Proposals, to be entitled for consideration, must be made in accordance with the following:

 A. Proposals shall be made 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.

 B. Proposals shall not contain any recapitulation of work to be done. NO

 oral proposals or modification will be considered. Proposals shall be

 legible, clearly stated in numbers and in writing. Erasures or changes in

 quotations must be initialed. When an error is made in extending total

 prices, the written unit quotation price will govern. Carelessness in

 quoting prices, or in preparation or quotation otherwise, will not relieve

 the Vendor.

 C. Proposals shall be delivered promptly on or before time, date and time

 stipulated herein. **NO** quotations received after such stipulated time and

 date will be considered by the Washington County Health Department.

 Quotations received after this time will be returned up-opened. The

 Washington County Health Department assumes no responsibility for the

 timely deliverance of mailed quotations. Ample time should be allowed

 for the transmittal of quotations by mail, and postmarks indicating the

 date of mailing will not be considered as evidence of intent to submit

 quotations in proper time for the opening.

 2.  **ACCESS TO SITE:** Quoters may gain access to the parking lot by contacting Steve

Christman, Maintenance Supervisor at 301-331-7174.

 3. **AWARD OF CONTRACT:** The total sum quotation will be used as the basis for

evaluation and award. If an award of Contract is made, it will be made to the

 responsive, responsible Quoter who submits the lowest total sum quotation.

 Carelessness in quoting prices, or in preparation of quotation otherwise, will not

 relieve the Quoter.

4. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or

 delivered meets specifications, the decision of the Washington County Health

 Department shall be final and binding on both parties.

 5. **EQUAL OPPORTUNITY:** The Washington County Health Department does not

 discriminate on the basis of race, color, national origin, sex, religion, age and

 disability in employment or the provision of services.

 6. **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.

 7. **FORM OF CONTRACT:** The successful Quoter shall promptly enter into a

 contract with the Washington County Health Department within ten (10)

 calendar days after notification of award.

 8. **GENERAL:**  The Request for Quotation form, This Notice to Quoters and

 Instructions, the Specification and the Quotation Form, 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 contact.

 9. **INSURANCE:** The successful Consultant must show upon request and prior to

 execution a contract or issuance of Purchase Orders the agreement as required

 by the Washington County Health Department during the term of the contract

 evidence of appropriate insurance as outline in the attached copy of the

 Washington County Policy N. P-4 – Insurance Requirements for Independent

 Contractors. The project shall be identified on the certificate and Washington

 County Health Department shall be named as additional insured on the

 certificate of insurance.

 10. **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: Brenda Cole, Procurement Specialist,

 1302 Pennsylvania Avenue, Hagerstown, MD 21742, email:

 Brenda.cole@maryland.gov. All necessary interpretations will be issued to all

 Quoters by the Washington County Health Department 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 Washington County

 Health Department to change the specifications. Failure of any Quoter to

 receive any such addendum or interpretation shall not relieve such Quoter from

 any obligations under his quote as submitted. The Washington County Health

 Department will assume no responsibility for oral instructions or suggestions.

 **ORAL ANSWERS WILL NOT BE BINDING ON THE WASHINGTON COUNTY**

 **HEALTH DEPARTMENT. No request for clarifications received after 4:00 p.m.,**

 **local time, Monday, August 26, 2019 will be considered.**

 11. **PAYMENT:** Invoice shall be submitted to the Washington County Health

 Department following the completion of the work. The invoice shall include the

 amount stipulated on the Form of Proposal for the service provided. Payment

 will be made within thirty (30) calendars from receipt of invoice.

 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 Locals Laws of

 Washington County, Maryland, “If a Bidder has not paid all taxes owed to

 Washington County or a municipal corporation in the County, The Washington

 County Health Department may reject the Bidder’s bid.”

 13. **QUOTATION PRICES:** Quotation prices are to be net thirty (30) calendar days.

 14. **RESERVATIONS:** The Washington County Health Department reserves the right

 to accept or reject any or all bids, to waive formalities, informalities and

 technicalities herein. The Washington County Health Department 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 the Washington County Health Department.

 15. **RESPONSIBILITY AND QUALIFICATIONS:**

 A. Each Quoter submitting a proposal for this work shall first examine the sites,

 verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will

 in any manner affect any work under his/her Contract. The Quoter shall

 accept the sites as he/she finds them. All proposals shall take into

 consideration all conditions that may affect the work. No allowance shall be

 made to any Quoter for negligence in this respect.

 B. The Washington County Health Department may make such investigations as

 it deems necessary to determine the ability of the Quoter to perform the work,

 and the Quoter shall furnish to the Washington County Health Department all

 such information and data for this purpose as the Washington County Health

 Department may request. The Washington County Health Department

 reserves the right to reject any bid 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 quotation will not be accepted.

 C. A Quoter, if requested, shall submit evidence that he/she maintains a

 permanent place of business, has had at least three (3) successful years’

 experience in providing such services at similar facilities, has available

 or can obtain personnel, and has equipment and financial resources to

 undertake and perform the contract properly and expeditiously if the contract

 is awarded to him/her.

 D. Each firm submitting a proposal must be licensed to operate in Washington

 County and must have adequate personnel and equipment available at all

 times to handle routine services and emergencies.

 E. In determining responsibility, the following qualifications, in addition to price,

 shall be considered:

 1. The ability, capacity and skill of the Bidder to perform the service required.

 2. The character, integrity, reputation, judgment, experience and efficiency of

 the Bidder.

 3. The quality of performance of previous contracts or services.

 4. The Bidder’s previous and present compliance with laws and ordinances

 relating to the contract or service.

 5. The sufficiency of the financial resources and ability of the Bidder to perform

 the contract or provide the service.

 6. The quality, availability and adaptability of the supplies, or services, to the

 particular use required.

 7. Whether the Bidder is in arrears to the Washington County on a debt or

 contract or is a defaulter on surety to the Washington County Health

 Department or Washington County.

 8. Such other information as may be secured having a bearing on the decision

 to make the award.

 16.  **TERMS OF CONTRACT:**

 A. This contract shall be effective for one (1) year.

 B. If the Contractor fails to comply with the specifications, he will be given ten

 (10) calendar days’ notice to render satisfactory service. If at the expiration of

 such ten (10) calendar days’ notice, the unsatisfactory conditions have not been corrected, Washington County Health Department reserves the right to cancel

 the contract.

 17. **TOTAL SUM QUOTATION:** A total sum quotation is being requested for the work.

 The Base Quotation shall include the cost of any cost of all applicable seals and

 other taxes required by local, state and federal laws, the cost of bonds and

 insurance, permits, the cost of all material, labor, tools, equipment,

 transportation, landfill user fees, to complete the project as described in the

 specifications.

**REQUEST FOR QUOTATION**

**RFQ-2020-03**

**Parking Lot Filling Cracks, Sealing, Line Stripping and Curb Painting**

1. **GENERAL DESCRIPTION:** The Washington County Health Department is seeking proposals for the sealcoat, crack filling, line stripping and curb painting at 1302 Pennsylvania Avenue, Hagerstown, MD 21742.
2. **SCOPE OF WORK:** Sealcoat approximately 75,029 square feet with two (2) coats of commercial grade asphalt sealer fortified with 2-3 lbs. of sand added per gallon and with rubber and latex additives to provide a durable non-slip surface.

A. Trim all grass from edges of area to be sealed

B. Clean area to be sealed with high powered air sweepers

C. Treat and prime oil spots as needed with acrylic oil spot primer to prevent bleed through and allow sealer to adhere to oil spot

D. Prepare and fill approximately 3,460 LF of cracks and/or pavement seams with hot applied ASTM 3405D seam sealer

E. Apply 1st coat of sealer and allow to dry

F. Apply 2nd cost of sealer and allow to dry

G. Line stripe as presently designed with white traffic paint—All arrows, centerline, cross

 hatch areas, handicap symbols and parking stalls

H. Clean red paint off curb and repaint with red traffic paint fortified with sand –

 approximately 650 linear feet

I. Work should be warrantied for at least one (1) year.

3. **MATERIALS:** All materials used shall conform to Federal, State and local ordinances and

 laws.

**RFQ-2020-03**

**QUOTATION PROPOSAL FORM**

**Item No. Description/Written Unit Price Unit Qty Unit Price Total Price**

1. **Sealcoat Parking Lot (as specified)**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars Each 1 $\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_

 (Written) (Figures) (Figures)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cents

 (Written)

2**. Linestrip (Parking stalls, handicap symbols, arrows,**

 **cross hatch)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars Each 1 $\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_

 (Written) (Figures) (Figures)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cents

3. **Curb Painting (as specified)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars Each 1 $\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_

 (Written) (Figures) (Figures)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cents

 (Written)

4. **TOTAL BASE QUOTATION OF ITEMS 1,2 & 3**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars Each 1 $\_\_\_\_\_\_\_\_\_\_\_\_

 (Written) (Figures)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cents

 (Written)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

**POLICY TITLE: Insurance Requirements for**

 **Independent Contractors**

**POLICY NUMBER:** P-4

**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.

Policy P-4

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, attorney’s fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997