



Washington County Health Department

1302 Pennsylvania Avenue, Hagerstown, MD 21742

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ITB-26-001

INVITATION TO BID

**WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND**

DATE ISSUED: August 28, 2026

SNOW REMOVAL SERVICES

PRE-BID CONFERENCE DATE, TIME AND LOCATION:	Tuesday, September 15, 2026, at 10:00 A.M. Washington County Health Department Third Floor, Conference Room 313 1302 Pennsylvania Avenue Hagerstown, MD 21742
SITE TOUR	Tuesday, September 15, 2026, at 9:30 A.M.
BID QUESTIONS DUE	Must be submitted to wchd.procurement@maryland.gov no later than 4:00 P.M., Friday, September 18, 2026
HARD COPY QUOTATIONS TO BE ADDRESSED TO	Washington County Health Department Attn: Purchasing Office, Room 306 1302 Pennsylvania Avenue Hagerstown, MD 21742
ELECTRONIC QUOTATIONS SHALL BE SUBMITTED TO	wchd.procurement@maryland.gov
BIDS DUE	No later than 10:00 A.M., Monday, September 28, 2026

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ITB-26-001
Snow Removal Services

TABLE OF CONTENTS

	PAGE
I. Invitation to Bid	1-2
II. General Conditions and Instructions to Bidders	3 - 15
III. Supplemental Terms and Conditions	16 - 18
IV. Scope of Work / Specifications	19
V. Washington County's <i>Insurance Requirements for Independent Contractors Policy</i>	20-21
VI. Signature to Bids	22-23
VII. Government Wide Debarment and Suspension	24
VIII. Form of Proposal	25-29
IX. Affidavits	30-40
X. Authorizations for Access to Records	41
XI. Attachment W-9 Form.....	42

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ITB-26-001

Invitation To Bid

Snow Removal Services

To all perspective bidders:

The Washington County Health Department (hereinafter “WCHD”) will accept sealed bids for snow and ice removal services for the parking lots, entryways and sidewalks at 1302 Pennsylvania Avenue, Hagerstown, Maryland 21742. Bid documents are available immediately from the WCHD website: <https://washcohealth.org/>.

A site tour will be held beginning at 9:30 A.M. prior to the Pre-Bid conference on Tuesday, September 15, 2026. The Pre-Bid will be held immediately after the site tour. No other accommodation shall be provided.

NOTE: All interested bidders must stop at the Front Desk for the Site Tour.

A Pre-Bid Conference will be held on Tuesday, September 15, 2026, at 10:00 A.M. at 1302 Pennsylvania Avenue, 3rd Floor Conference Room, Room 313. **Attendance is not mandatory for those bidders interested in bidding but recommended.**

NOTE: All interested Bidders must stop at the Front Desk prior to going to the 3rd Floor Conference Room for the Pre-Bid Conference.

All “Hard Copy” bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (ITB-26-001) SNOW REMOVAL SERVICES”** and be received and time stamped by the Washington County Health Department, Purchasing Office, 1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742 no later than **Monday, September 28, 2026, at 10:00 A.M.** after which time they will be publicly opened in the 3rd Floor Conference Room mentioned above. All interested parties are invited to be present.

“Electronic” bids shall only be accepted by email to the WCHD Purchasing Office mailbox, wchd.procurement@maryland.gov no later than **Monday, September 28, 2026, at 10:00 A.M.** No other Electronic Bids of any type or emailed to any other address other than the WCHD Purchasing Office will be accepted.

Questions, Interpretations, Omissions must be submitted by email to the WCHD Purchasing Office mailbox: wchd.procurement@maryland.gov by Friday September 18, 2026, at 4:00 P.M.

Washington County Health Department shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The WCHD does not discriminate based on race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodation are requested to contact Michelle Hutchinson at 240-313-3216; Steve Christman at 301-331-7174 or TTY at 711 to make arrangements prior to the Site Tour, Pre-Bid, and/or Bid Opening.

Washington County Health Department reserves the right to accept or reject any or all bids and to waive formalities, informalities, and technicalities therein. WCHD reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct all formalities, informalities, and technicalities in the best interest of WCHD.

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WASHINGTON COUNTY HEALTH DEPARTMENT

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the WCHD’s Purchasing Agent or (hereinafter “Purchasing Agent”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the WCHD prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State (hereinafter “State”) and Washington County, Maryland (hereinafter “County”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the WCHD Purchasing Office shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the WCHD or by the Bidder, WCHD reserves the right to make award on all items, or on any of the items according to the best interests of WCHD. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of WCHD.
- 3. Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
- 4. Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the

same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the County, State or the WCHD upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, State or WCHD, or had failed to perform faithfully any previous contract with the County, State or WCHD. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder should inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to bankruptcy, dissolution or liquidation, mergers, sale of business, assignments, etc.

The WCHD may examine Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant WCHD access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal, State or County funds, the appropriate Federal, State or County authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The WCHD shall not be responsible for the premature opening of Bids if they are not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection as a whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the WCHD under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:
 - a. Save the WCHD, County, State, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process,

patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee, or owner.

- b. Protect the WCHD, County, State against latent defective material or workmanship and to repair or replace any damage or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damage of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy No. P-4*, included herein, prior to the execution of any contract. **The Bidder, if requested, shall provide the Certificate of Insurance (COI) to the Purchasing Office within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable COI within the time frame stated above shall be caused to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to WCHD.** If any of the stated coverages expire during the term of this contract, Bidder shall deliver renewal certificates to WCHD at least ten (10) calendar days prior to the expiration.

13. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Michelle Hutchinson – Purchasing Agent
Washington County Health Department, Purchasing Office
Send questions via email to the WCHD Procurement Mailbox:
wchd.procurement@maryland.gov

All necessary interpretations will be issued to all Bidders 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 WCHD to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The WCHD shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE WCHD. No requests received after 4:00 P.M. on Friday, September 18th, 2026, the date included in the Supplemental Terms and Conditions, will be considered.**

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the WCHD after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The WCHD assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids at the proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland—State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
19. **Officers Not to Benefit:** No member of the elected governing body of the WCHD, County or State, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the WCHD, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that

violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the WCHD.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

21. **Proposal Forms:** Bids shall be accepted in ***“Hard Copy”*** form or ***“Electronic”*** submittal via the Purchasing Office mailbox. Bids shall be submitted only on the forms provided by the WCHD.

“Hard copy” - The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the WCHD for that purpose. All bids delivered to the WCHD must be enclosed in a sealed, opaque envelope marked with the title of the bid and received in the WCHD Purchasing Office promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the WCHD.

“Electronic” bids shall only be accepted by email to the WCHD Purchasing Office mailbox: wchd.procurement@maryland.gov on or before, time, date stipulated on the Invitation to Bid. ***Electronic bids of any type or emailed to any other address other than the WCHD Purchasing Office mailbox WILL NOT be accepted.***

22. **Registration with Maryland Department of Assessments 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.

23. **eMaryland Marketplace Advantage (eMMA):** eMMA is the electronic commerce system for the State of Maryland. The ITB, Pre-Bid Conference (Conference) summary and attendance sheet, Bidders’ questions and the Purchasing Agent’s responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. **Registration is free. Go to: emma.maryland.gov, click on “New Vendor? Register Now” to begin the process and then follow the prompts.**

24. **Reservations:** The WCHD or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the WCHD. The WCHD also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The WCHD reserves the right to waive minor differences in specifications provided these differences do not violate the specifications’ intent nor affect the operation for which the items are purchased, nor increase estimated maintenance and repair cost to the WCHD. The WCHD reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the WCHD.

- 25. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the “Invitation to Bid”, please return the Bid with an explanation as to why you are unable to bid on these requirements.
- 26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain WCHD’s written approval prior to bid opening. Substitution requests must be received in the Purchasing Office no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The WCHD is exempt from State of Maryland Sales Tax. WCHD’s Maryland Sales Tax Exemption Number is 30001292. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation, and special taxes applicable to and assessable against any materials, equipment, processes, and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting him/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the WCHD) and return it to the Purchasing Agent.
 - d. The WCHD hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "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."
- 28. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the WCHD prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the WASHINGTON COUNTY HEALTH DEPARTMENT. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the WASHINGTON COUNTY HEALTH DEPARTMENT, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the WCHD, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the WCHD to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
2. **Samples:** The Purchasing Office reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. The cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Office that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense, or the Purchasing Office shall dispose of same at his/her discretion. All sample packages shall be

marked “Sample for Purchasing Office”, and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer’s name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an “equal/substitution” unless submission of an “equal/substitution” is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the WCHD’s written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, most responsive, and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is in the best interest of the WCHD to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive, and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is in the best interest of the WCHD to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) emailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the WCHD.

In addition to the Notice of Award, the WCHD will email (or otherwise furnish) a formal contract for execution by both parties.

3. **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.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the WCHD to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The WCHD may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the WCHD all such information and data for this purpose as the WCHD may request. The WCHD reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the WCHD that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity, and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the WCHD, County or to the State on a debt or contract or is a defaulter on surety to the WCHD, County or to the State.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder’s responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder’s liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the WCHD to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the WCHD will not be required to accept delivery of any unordered balances, as of the contract expiration date, unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the WCHD shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to the WCHD for the purchase of such articles. The WCHD's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon WCHD unless made in writing and signed by the WCHD or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the WCHD in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the WCHD for costs to the WCHD more than the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future WCHD contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by WCHD as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the WCHD as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

- c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the WCHD, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the WCHD against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
- 6. **Non-Discrimination:** No Bidder who is the recipient of WCHD funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the WCHD may, in its discretion, cancel the contract.
- 8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
- 9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
- 10. **Termination for Convenience:** The performance of work under this Contract may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The WCHD shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the WCHD. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the WCHD, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the WCHD may deduct such amount from monies owed by the defaulting Bidder. Such purchases shall be deducted from contract quantities.
3. **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 WCHD 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.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to the WCHD as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered.

Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the WCHD may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the WCHD. However, if the order and shipment are rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 4:30 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or State Holidays, unless arranged with the WCHD.

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WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001

SNOW REMOVAL SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. **General Requirements:** This invitation is for the solicitation and receipt of sealed bids for snow and ice removal services for the parking lots, entryways, and sidewalks at 1302 Pennsylvania Avenue, Hagerstown, Maryland 21742. The successful bidder will remove snow/ice beginning at two (2) inches and every two (2) inches thereafter. If ice is apparent salt should be applied immediately on the parking lots and calcium chloride, or a substance that is safe for concrete, applied to the entryways and sidewalks. The contractor shall apply salt to the parking lot at each plowing, but the contractor is to be conscientious about the amount of salt applied and shall not over-apply salt on the parking lots. Contractor is to take special care when plowing so as not to damage agency, employee or client vehicles or property of the WCHD.
2. **Award:** The Contract will be awarded on the basis of responsive, responsible low bidder based on the Total Bid Price.

The WCHD does not guarantee a minimum or maximum number of times plowing/shoveling services will be utilized. The bid page and the quantity are used for tabulation and award purposes only.

3. **Bidder's Qualifications:** If requested, and in addition to the requirements of Section 5. Responsibility/Qualifications of Bidder of the "Award" section of the General Conditions and Instructions to Bidders contained herein, the Bidder shall submit evidence that he/she maintains a permanent place of business, has had at least three (3) successful years of experience in providing snow removal services at other 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.
4. **Workforce/Personnel Requirements:** The Contractor is responsible for providing enough employees and equipment to assure compliance with Scope of Work/Specifications. The Bidder shall always have an English-speaking representative available when work is in progress so that instructions may be received from any designated WCHD Representative. Failure of the Bidder, or the Bidder's representative, to be present at the site shall invoke the liquidated damages clause.
5. **Form of Contract:**
 - a. The successful Bidder(s) shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) days after notification of award. The term contract shall tentatively commence **October 1, 2026, and end June 30, 2027**, with an option by the WCHD to renew for up to three (3) additional consecutive one (1) year periods covering Fiscal Years FY28, FY29, and FY30, subject to written notice given by the WCHD at least ninety (90) calendar days in advance of its expiration date. If the Bidder wishes to renew the contract, he/she must submit a letter of intent to the Purchasing Agent at least one hundred twenty (120) calendar days prior to the expiration of the contract. The WCHD

reserves the right to accept or reject any request for renewal period. All other terms and conditions shall remain unchanged.

- b. The WCHD may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material changes in the scope of work or in the cost of performing because of a material change may be made by the Contractor or the WCHD without a mutual agreement as stated above. No material change shall be made by one party, whether it results in an increase or decrease in cost, without the written consent of the other.
- c. The WCHD does not guarantee a minimum or maximum number of times plowing/shoveling services will be utilized. The bid page and the quantity are used for tabulation and award purposes only.
- d. Either party shall have the right to cancel this contract or any portion of this contract upon thirty (30) calendar days' written notice to the other party.

6. **Funding:** If the WCHD fails to appropriate funds or if funds are not otherwise made available for continued performance for any portion of a contract term or fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the period or fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WCHD's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the WCHD from future performance of the Contract, but not from rights and obligations existing at the time of termination. The WCHD shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first or portion of any term.

7. **Payment/Reimbursement:** The Contractor will be paid in full following snow/ice removal services and the submission of an itemized invoice including the dates and times of plowing/shoveling and the amount of salt and calcium chloride used. Calcium chloride, salt, shoveling and plowing should be itemized separately per date if the weather event is over multiple dates. Contractor shall submit invoices after each plowing or monthly whichever is best for the Contractor. The invoice should be emailed to the WCHD's Accounts Payable mailbox: wchd.invoice@maryland.gov or can be mailed to the WCHD, Attention: Michelle Hutchinson, Purchasing Office, 1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742.

8. **Responsibility of Bidder:**

- a. Each Bidder submitting a proposal for this work shall first examine the site, verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she shall operate or that shall in any manner affect any work under his/her Contract. The Bidder shall accept the sites as he/she finds them. All proposals should take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- b. Bidder is responsible for all their own equipment and supplies. **Equipment and supplies are not permitted to remain onsite at the WCHD.**

9. **Site Tour:** A site tour will be held at 1302 Pennsylvania Avenue, Hagerstown, Maryland beginning at 9:30 A.M. prior to the Pre-Bid conference on **Tuesday, September 15, 2026**. The Pre-Bid will be held immediately after the site tour. **No other accommodation shall be provided.**
10. **Pre-Bid Conference:** A Pre-Bid Conference will be held on **Tuesday, September 15, at 10:00 A.M** at the WCHD, 3rd Floor, Conference Room 313; 1302 Pennsylvania Avenue, Hagerstown, Maryland. Attendance is not mandatory but is strongly encouraged.
11. **Questions, Interpretations, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; no requests received after **10:00 A.M. on Friday, September 18, 2026**, shall be considered. All correspondence about this bid shall be directed to and issued by the Purchasing Agent. Please direct all inquiries to the Purchasing Office mailbox: wchd.procurement@maryland.gov.
12. **Laws and Regulations:** All work described in the Scope of Work/Specifications shall be done in accordance with all applicable State and Local Codes, Regulations and Laws, including any applicable Safety Codes, Regulations, and Laws.
13. **Liquidated Damages:** Liquidated damages shall be applied at the rate of One Hundred (\$100) Dollars per day for each day that the successful contractor fails to complete the work specified herein.
14. **Pre-Bid Conference:** A Pre-Bid Conference is scheduled for **Tuesday, September 15, 2026, at 10:00 A.M** at the WCHD, 3rd Floor Conference Room 313; 1302 Pennsylvania Avenue, Hagerstown, Maryland is requested. Attendance is not mandatory but is strongly encouraged. Bidders wishing to visit the site will be given the opportunity to do so with the Owner's Representative immediately following the Pre-Bid Conference.
15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The Bidder/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 and Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower-tier transactions, solicitations, bids, contracts and subcontracts. Where the Bidder/Vendor or any lower tier participant is able to certify this statement, it shall attach an explanation to this solicitation/proposal.
16. **Insurance Requirements:** The contractor shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, a copy of which is included herein, prior to the execution of the Contract.

WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001

SNOW REMOVAL SERVICES

SCOPE OF WORK / SPECIFICATIONS

1. **Scope of Work**

- A. The Contractor shall be responsible for the plowing of snow/ice beginning at the entrance of the parking lot of 1302 Pennsylvania Avenue, Hagerstown, Maryland.
- B. Snow is to be cleared/plowed, beginning at two (2) inches and every two (2) inches thereafter.
- C. If ice is apparent salt should be immediately applied on parking lots and calcium chloride or a substance that is safe for concrete on entryways and sidewalks.
- D. Sidewalks and entryways are to be shoveled and/or a snow blower is used at each plowing.
- E. Salt is to be applied at each plowing and calcium chloride or a substance that is safe for concrete may be applied to the entryways and sidewalks, but must be efficient to melt the snow/ice for the safety of employees and clients.
- F. Snow and ice are to be removed promptly from the handicap spaces to allow clear and safe access for handicapped employees and clients.
- G. **Parking lot, sidewalks and entryways must be cleared before 7:00 a.m.**
- H. Snow is NOT to be plowed toward the sidewalks.
- I. Cost adjustments for any reason, including fuel, will not be allowed during the term of the contract.
- J. The utmost care is to be taken when plowing the parking lots not to damage any surrounding vehicles and/or property.

2. **Notice to Award**

Notice to Award shall be given to the successful Contractor by an award letter within thirty (30) days from receipt of bids.

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.

Policy P-4

3. **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.

4. **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

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the WCHD's property. The WCHD has the right to use and reproduce any documents, materials, and data, including confidential information used in or developed as a result of this contract. The WCHD may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the WCHD. All erasures and/or changes shall be initiated by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____	Addendum No. 2 _____	Addendum No. 3 _____
Addendum No. 4 _____	Addendum No. 5 _____	Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

DATE: _____

For Informational Purposes: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

Return this page with Bid Proposal

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 principles, 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/State of Maryland*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County/State of Maryland*, 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 _____

Return this page with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001 INVITATION TO BID

SNOW REMOVAL SERVICES

FORM OF PROPOSAL

Project: Provide Snow Removal Services which include parking lot, entryways and sidewalks at 1302 Pennsylvania Avenue, Hagerstown, MD.

We hereby submit our proposal to the Washington County Health Department for Snow Removal Services including parking lots, entryways and sidewalks to the location above.

REMARKS/EXCEPTIONS:

Return this page with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001 Snow Removal Services

FORM OF PROPOSAL Contract Term FY27 (07/01/2026-06/30/2027)

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal/Plowing Parking Lots 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Shoveling/Snow blowing Entryways/Sidewalks 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Items 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

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WASHINGTON COUNTY HEALTH DEPARTMENT

**ITB-26-001
Snow Removal Services**

**FORM OF PROPOSAL
Option Year # 1 FY28 (07/01/2027-06/30/2028)**

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal/Plowing Parking Lots 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Shoveling/Snow blowing Entryways/Sidewalks 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Items 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

Return this page with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

**ITB-26-001
Snow Removal Services**

**FORM OF PROPOSAL
Option Year # 2 FY29 (07/01/2028-06/30/2029)**

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal/Plowing Parking Lots 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Shoveling/ Snow Blowing Entryways/Sidewalks 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Items 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

Return this page with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

**ITB-26-001
Snow Removal Services**

**FORM OF PROPOSAL
Option Year # 3 FY30 (07/01/2029-06/30/2030)**

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal/Plowing Parking Lots 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Shoveling/Snow blowing Entryways/Sidewalks 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 1302 Pennsylvania Avenue (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Items 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

Return this page with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001 Snow Removal Services

Affidavit

(Must be completed, signed, and submitted with the bid proposal.)

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____
(Print Signer's Name) (Print Office Held)

of the above-named Contractor does declare and affirm this _____ day of _____, _____, that I hold
(Month) (Year)
the aforementioned office in the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage or others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County Health Dept (WCHD), County, or State of Maryland whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the WCHD, County or State of Maryland and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the WCHD, County or State of Maryland received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the WCHD, County, State of Maryland in connection with this contract, job, work, or service for the WCHD, County or State of Maryland excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with WCHD, County or State of Maryland have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with WCHD, County or the State of Maryland have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME AND TITLE

Return with Bid Proposal
WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001
Snow Removal Services

Contract Affidavit
(Must be completed, signed and submitted with the bid proposal.)

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies the true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT:

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business policy of maintaining a drug and alcohol-free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Contract Affidavit Continued

- (i.) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i.) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j.) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k.) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be- cause to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Return with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

ITB-26-001

Snow Removal Services

Bid/Proposal Affidavit

(Must be completed, signed and submitted with the bid proposal.)

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the
_____ (title) and duly authorized representative of
_____ (name of business entity) and that
I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or. Of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;

Bid/Proposal Affidavit Continued

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)–(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The findings were:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The findings were:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:

- (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The findings were:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The findings were:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
 - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ Band C and subsections D(IH14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16

Bid/Proposal Affidavit Continued

of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

Bid/Proposal Affidavit Continued

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished with the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Return with Bid Proposal

WASHINGTON COUNTY HEALTH DEPARTMENT

**ITB-26-001
Snow Removal Services**

**Conflict of Interest Affidavit and Disclosure
(Must be completed, signed and submitted with the bid proposal.)**

Reference COMAR 21.05.08.08

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Offeror, Contractor, consultant or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
- C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail – attach additional sheets if necessary):

- E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the Purchasing Agent of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun the Contractor shall continue performance until notified by the Purchasing Agent of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Return with Bid Proposal

AUTHORIZATION FOR ACCESS TO RECORDS

I hereby authorize access to any information about me, which may be found in the Criminal Records Central Repository, the Motor Vehicle Administration Driver Records Division, the District Court Criminal System, or any other agency records. I have been advised that this information, together with any other available information may be used as a factor for employment consideration. In this connection the following information is furnished.

Last Name		First Name		Middle Name		Maiden Name	
Street Address				City		County	
						State	
						Zip	
Date of Birth:		Month		Day		Year	
Driver's License No.							
Social Security Number				State Issuing Driver's License			
Gender: ☐ Female ☐ Male				Height/Weight:			

CONSENT FOR DISCLOSURE OF PERSONAL INFORMATION

I hereby consent to and authorize the release of personal information from my personal records and/or files.

Applicant's Signature

Date _____

APPLICANT - DO NOT WRITE BELOW THIS LINE

Person Requesting Record Check		Title		Date
The District Court ☐ has no objection ☐ has an objection to hiring the above person for employment.				
Signature		Title		
Date				
Comments:				

Return with Bid Proposal

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Return with Bid Proposal