



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____
 Address: _____

 Contact Name: _____
 Contact Title: _____
 Phone Number: _____
 E-mail: _____

NOTES

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

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Building
 100 West Washington Street, Third Floor, Room 3200
 Hagerstown, Maryland 21740-4748
Attention: Rick Curry, CPPO, Buyer

Telephone Number: 240-313-2330

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

DATE ISSUED

4/5/2017

DESCRIPTION

**ONE (1) COMMERCIAL OVERHEAD DOOR SYSTEM AT THE
 WASHINGTON COUNTY SHERIFF'S OFFICE**

Q-17-635

(See Attached Instructions & Specifications)

QUOTATION DUE: Thursday, May 4, 2017, no later than 3:00 P.M. (EDST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick Curry, CPPO, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-17-635) ONE (1) COMMERCIAL OVERHEAD DOOR SYSTEM**" and bearing the vendor's name.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the costs as specified on the attached Form of Proposal.

NOTE: This page is to be returned with the along with the Quotation Form (page 8).

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

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

ONE (1) COMMERCIAL OVERHEAD DOOR SYSTEM AT THE
WASHINGTON COUNTY SHERIFF'S OFFICE

INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked “**QUOTATION – (Q-17-635) ONE (1) COMMERCIAL OVERHEAD DOOR SYSTEM**” Quotations are to be addressed to Rick Curry, CPPO, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740-4748. **Please direct all inquiries to Rick Curry, CPPO, Buyer at 240-313-2330, fax 240-313-2331.**

NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., local time (EDST), Thursday, May 4, 2017.** Quotations will be opened at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.
3. **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive low Quoter based on the total sum for the purchase and installation of One (1) Commercial Overhead Door System at the Washington County Sheriff's Office. When an error is made in extending total price, the unit quotation price will govern. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. Upon approval of the Request for Quotation, it is the County's intent to issue a Notice to Proceed (issuance of purchase order) within fourteen (14) days.
4. **DELIVERY FAILURES:** Failure of a Quoter to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Director or failure to make replacements of rejected products when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market products of comparable grade to replace the products rejected or not delivered. On all such purchases, the

Quoter shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Quoter.

5. **DELIVERY LOCATION:** Delivery is F.O.B. Destination, Inside Delivery, Washington County Sheriff's Office, 500 Western Maryland Parkway, Hagerstown, MD. 21740, telephone number 240-313-2777.
6. **DISCOUNTS:** Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
7. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
8. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Quotation Opening.
9. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
10. **HAZARDOUS SUBSTANCES:** 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 Washington County as a result of this Request for Quotation shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
11. **HOURS OF DELIVERY:** Unless otherwise scheduled, normal hours of operation will be 7:00 A.M. – 3:30 P.M., (EDST), Monday through Friday. The successful vendor shall give at least twenty-four (24) hours advance notice of delivery to the County's representative, Mr. Terry Hill. No Saturday or Sunday delivery shall be received.
12. **INSURANCE:** Upon request and prior to execution of contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of the Washington County Insurance Requirements for Independent Contractors Policy (Attachment No. 1).
13. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Rick Curry, CPPO, Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740-4748, Fax: 240-313-2331; or send questions in Microsoft Word platform via e-mail to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Quoters by the Washington County Director of Purchasing in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after 4:00 P.M., local time (EDST), Wednesday, April 19, 2017 may not be considered. All correspondence in regard to this quotation shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to the County's Buyer, Rick Curry, CPPO.

14. **LIQUIDATED DAMAGES:** Liquidated damages shall be applied at the rate of one hundred fifty (\$150.00) dollars per day for each day that the successful contractor fails to complete the work as specified herein.
15. **LUMP SUM PROPOSAL:** A lump sum proposal is being requested for the purchase and installation of One (1) Commercial Overhead Door System at the Washington County Sheriff's Office. The total sum for the work shall include the cost of freight any and all permits and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of bonds and insurances required, the cost of all material, labor, equipment, plant and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specifications.
16. **PAYMENT:** Payment will be made within thirty (30) days after satisfactory acceptance and delivery. Invoices shall be submitted in duplicate to the Washington County Sheriff's Office, 500 Western Maryland Parkway, Hagerstown, Maryland 21740. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name and the Washington County-issued Purchase Order (P.O.) number.
17. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Quoter 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."
18. **PRE-QUOTATION CONFERENCE:** A Pre-Quote Conference will be held in the Washington County Sheriff's Office Conference Room located at 500 Western Maryland Parkway, Hagerstown, Maryland on **Wednesday, April 12, 2017 at 10:30 A.M. (EDST)**, at which time County personnel will be present to answer any questions. Attendance at this meeting is not mandatory, but it is strongly encouraged. Contractors wishing to visit the site will be given the opportunity to do so with the County's Representative immediately following the Pre-Quotation Conference.
19. **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.

20. **SITE ACCESS:** Vendors shall coordinate all efforts of access to the site with the County's authorized representative, Mr. Terry Hill, Senior Building Maintenance Mechanic, Washington County Sheriff's Office, 240-313-2142.
21. **SITE VISIT:** If desired, vendors who are unable to attend the Pre-Quotation Conference can schedule a site visit no later than **2:00 P.M., (EDST), Friday, April 14, 2017**. Contact Mr. Terry Hill, Senior Building Maintenance Mechanic, Washington County Sheriff's Office, at 240-313-2142. Each Quoter submitting a quotation for this work shall first examine the site and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will in any manner affect any work under his/her contract. The Quoter shall accept the sites as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Quoter for negligence in this respect.
22. **QUALIFICATIONS:** The Owner may make such investigations as he deems necessary to determine the ability of the Quoter to perform the work, and the Quoters shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted.
23. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotations, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Quoter to correct any and all formalities, informalities and technicalities in the best interest of Washington County.
24. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. The County will provide a sales tax exemption certificate for the items provided under this contract.
25. **SUBSTITUTIONS:** All products are to be supplied in exact accordance with these specifications. Any bidder who contemplates offering a product that differs from that specified must submit to the Purchasing Department, in writing, a request for substitutions no later than **4:00 P.M., (EDST), Wednesday, April 19, 2017** to obtain the Owner's written approval. Approval/disapproval of substitution requests shall be forwarded by addendum to all potential bidders no later than five (5) calendar days prior to the deadline for receipt of quotations. All such decisions will be considered final and not subject to further recourse. Only one (1) manufacturer's product may be proposed by each Contractor.

26. **TERM OF CONTRACT:** All quoted prices shall be valid for ninety (90) days from quotation due date.
27. **TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract, as determined by the County to be reasonable, that the Awarded Vendor has incurred up to the date of termination and all reasonable costs, as determined by the County to be reasonable, associated with termination of the Contract. However, the Awarded Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
28. **TIMED OF COMPLETION:** By submission of his/her proposal, the Quoter agrees to commence work under this Contract upon receipt of the Notice to Proceed (a purchase order), prosecute the work diligently, and **complete work no later than seven (7) calendar days after Notice to Proceed**. The time stated for completion shall include material procurement, delivery, installation, and final clean-up of the premises ready use.
29. **QUOTER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the Maryland Department of Assessments and Taxation is dat.maryland.gov/Pages/default.aspx, email address is charterhelp@helpdat.state.md.us, and the phone number for the Maryland Department of Assessments and Taxation are: (410) 767- 1340 or (888) 264-5941.
30. **WARRANTY:** Minimum manufacturer's ten (10) year labor and material warranty shall accompany the Commercial Overhead Door System. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall conform to each and every specification, drawing, sample or other description which was furnished, be fit and sufficient for the purpose expressed in the RFQ document, be of good materials and workmanship, and free from defect.
31. Quoters shall submit model number and manufacturer's specifications with their quotation. Prior to award, the successful vendor may be required to provide product samples.

Q-17-635

ONE (1) COMMERCIAL OVERHEAD DOOR SYSTEM AT THE WASHINGTON COUNTY SHERIFF'S OFFICE

SPECIFICATIONS

SUMMARY:

- A. The Washington County Sheriff's Office is seeking quotes from responsible vendors for the purchase of one (1) Commercial Overhead Door System to be installed at the Washington County Sheriff's Office located at 500 Western Maryland Parkway, Hagerstown, MD. All quotes shall include an application specification sheet outlining the brand-name of the Commercial Overhead Door System.
1. Contractor shall bid the Commercial Overhead Door System to include all hardware, opener and incidentals.
 2. Contractor shall provide one (1) Commercial white insulated metal clad overhead door (no windows), size fourteen (14') feet wide by twelve (12') feet high to be installed at the Washington County Sheriff's Office. The **new** door shall match as close as possible to an existing door.
 3. Contractor shall provide two (2) remote control door openers.
 4. Door is to have a pneumatic safety edge with electronic safety stop.
 5. The opening for the new door will be prepared by others.
 6. Contractor shall coordinate installation efforts with the contractor that is preparing the structure and complete the installation as soon as the structure is prepared in order to maintain necessary security measures.

Q-17-635

**OVERHEAD DOOR SYSTEM AT THE
WASHINGTON COUNTY SHERIFF'S OFFICE**

QUOTATION FORM
(Submit With Front Page of RFQ Document)

ONE (1) OVERHEAD DOOR SYSTEM *(including installation)*

_____ DOLLARS (\$ _____)
(Written) (Figures)

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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

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

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

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

Minimum Limits Required:

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

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

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

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

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