

REQUEST FOR QUOTATION

Please Complete the Following Contact Information:	1	NOTES:		
Company Name:Address:	 Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices. 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. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. 			
Contact Name: Contact Title: Phone Number: E-mail:				
RETURN QUOTATIONS TO:	REQUE	ST FOR	QUOTA	ATION
WASHINGTON COUNTY PURCHASING DEPARTMENT Washington County Administration Complex 100 West Washington Street, Third Floor, Room 3200 Hagerstown, Maryland 21740	THIS IS NOT AN ORDER			
Attention: Brandi Naugle, CPPB, Buyer	DATE ISSUED DELIVERY WANTED 12/21/2018 See Attachment		ANTED	
Telephone Number: 240-313-2330 DESCRIPTION	Unit Price		Total Net Price	
RECORDS RETENTION AND DISPOSAL SCHEDULE FOR THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY, Ma Q-18-667 (See Attached Instructions & Specifications) QUOTATION DUE: Wednesday, January 23, 2018, no later th P.M. (EST) and must be time-stamped in the Purchasing Departmen of quotations will follow. Interested parties are invited to attend. QUOTATIONS TO BE ADDRESSED TO: Washington Count Department, Attn: Brandi Naugle, CPPB, Buyer, Washing Administration Complex, 100 W. Washington Street, Third Floor, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque enviloped of the vendor's name. Having received clarification on all items of conflict or upon which arose, the undersigned proposed to furnish all labor, materials and called for by said specifications and instructions for the TOTAL SUR Cost for Color Proof of Front Cover (if requested): \$	ARYLAND an 3:00 nt. Opening ty Purchasing gton County , Room 3200, relope marked DISPOSAL h any doubt t equipment M OF:			TOTAL \$
	owledge Addenda			
Official Signature	# Date, # Date Delivery/Service can be performed no later than			
Talanhana Number	calendar days from receipt of order.			

Q-18-667 RECORDS RETENTION AND DISPOSAL SCHEDULE FOR THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

INSTRUCTIONS

 <u>QUOTATION SUBMISSION</u>: Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked "QUOTATION – (Q-18-667) RECORDS RETENTION AND DISPOSAL SCHEDULE". Quotations are to be addressed to Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. Please direct all inquiries to Brandi Naugle, CPPB, Buyer at 240-313-2330, fax 240-313-2331.

NOTE: All Proposers must enter the Washington County Administration 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 quotation and/or to attend the Pre-Quotation Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration 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. <u>QUOTATION OPENING</u>: Quotations must be received and time-stamped in the Purchasing Department no later than 3:00 P.M., Wednesday, January 23, 2018, local time (EST). 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. Please direct all inquiries to the above Buyer at 240-313-2330.
- 3. <u>PRE-QUOTATION CONFERENCE</u>: A Pre-Quotation Conference is scheduled at the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland on **Thursday, January 3, 2018 at 11:00 A.M. (EST)** at which time County personnel will be present to answer any questions.
- 4. <u>AWARD OF CONTRACT</u>: Washington County shall award the contract to the responsible, responsive low Quoter based on the total sum for the product. 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 cost proposal, it is the County's intent to issue a Notice to Proceed (purchase order) within ten (10) days.

- 5. <u>**DISCOUNTS</u>**: Quoted prices are to be net thirty (30) days; all discounts are to be deducted and reflected in net prices.</u>
- 6. **INSURANCE:** Prior to issuance of a Purchase Order/Notice to Proceed and no later than twentyfour (24) hours after the deadline for receipt of quotations, the successful Quoter must show evidence of insurance as outlined in the copy of Washington County's – *Insurance Requirements* for Independent Contractors Policy included herein.
- 7. <u>**DISPUTES</u>**: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.</u>
- 8. <u>EQUAL OPPORTUNITY</u>: 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 three (3) 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.
- 8. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Bidder find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740, Fax: 240-313-2331. All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her 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. (EST), Friday, January 11, 2018 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, Brandi Naugle, CPPB.
- **9.** <u>LIQUIDATED DAMAGES</u>: 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.
- **10. <u>PAYMENT</u>:** The Consultant shall be compensated for his/her services as follows: Washington County will pay Fifty (50) percent following the presentation of amended schedules to the County for final review and the remaining Fifty (50) percent following the final presentation and signature from the Maryland State Archives.

- 11. <u>PAYMENT OF COUNTY AND MUNICIPAL TAXES</u>: Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- 12. 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 \$100,000.00 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500.00 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.
- **13.** <u>**QUALIFICATION:**</u> The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidders 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 quote if the evidence submitted by or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted.
- 14. <u>**RESERVATIONS:**</u> 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.
- 15. <u>**RESPONSIBILITY OF CONSULTANT:**</u> Each Consultant submitting a quotation for these services 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 service under this contract. The Consultant shall accept the site as he/she finds it. All proposals shall take into consideration all conditions that may affect the service. No allowance shall be made to any Contractor for negligence in this respect. The County's Records Management Policy (GA-1) and the County's Organizational Chart (Attachment No. 1).
- 16. <u>SUBSTITUTIONS</u>: All Consultant services are to be supplied in exact accordance with these specifications. Any bidder who contemplates offering a service that differs from that specified must submit to the Purchasing Department, in writing, a request for substitutions no later than 4:00 P.M., (EST), Friday, January 11, 2018 to obtain the Owner's written approval. Approval/ disapproval of substitution requests shall be forwarded by addendum to all potential bidders. All such decisions will be considered final and not subject to further recourse.
- **17.** <u>**TIME OF COMPLETION:**</u> By submission of his/her proposal, the Bidder agrees to commence work under this Contract, a purchase order shall serve as the Notice to Proceed, design, prosecute

the work diligently, and substantially complete for its intended use not later than Sixty (60) calendar days after Notice to Proceed. The time stated for completion shall include amendments, presentations, reviews, and signature from Maryland State Archives.

18. <u>SALES TAX:</u> Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. The County will provide a sales tax exemption certificate for the items provided under this contract.

Q-18-667 RECORDS RETENTION AND DISPOSAL SCHEDULE FOR THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

SCOPE OF WORK

1. General Description:

Review Washington County's existing Records Retention and Disposal Schedules as adopted in 1999, pursuant to COMAR Regulations 14.18.02.03 which state that "At least every Five (5) years an agency or office shall review its retention schedule or schedules to determine if they encompass all current record series. Based upon the review, an agency or office may be required to amend or revise its schedules by following the steps outlined in Regulation 02A-Dcu "There are Twenty-seven (27) current schedules for review. The Consultant shall submit the amendments to the County no later than Sixty (60) calendar days after receiving the Notice to Proceed.

2. The Consultant shall:

- a. Schedule time with each County department to review their current schedule and to make any necessary or requested revisions.
- b. Include any necessary amendments to address electronics mail/records and current technology in the address.
- c. Review changes with department heads for final approval.
- d. Present amended schedules to Maryland Archives for approval and signature.

POLICY TITLE:	Insurance Requirements for Independent Contractors
ADOPTION DATE:	August 29, 1989
EFFECTIVE DATE:	September 1, 1989
FILING INSTRUCTIONS:	

I. <u>PURPOSE</u>

To protect Washington County 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. <u>ACTION</u>

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.

<u>Minimum Limits Required</u>: \$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.

<u>Minimum Limits Required</u>: \$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

Insurance Requirements Records Retention and Disposal Schedule Q-18-667 Page 8

POLICY TITLE:	Records Management
POLICY NUMBER:	GA-1
ADOPTION DATE:	November 17, 1998
EFFECTIVE DATE:	November 17, 1998

I. <u>PURPOSE</u>

To establish the policy and procedures for the identification and systematic retirement and/or disposal of obsolete, inactive, semi-active and archival records.

II. <u>GENERAL POLICY</u>

The policy of Washington County is to provide for efficient and effective controls over creation, distribution, organization, maintenance, use, and disposition of all County records.

III. <u>OBJECTIVES</u>

The objectives of the Washington County Records Management Programs are:

- A. To provide for the systematic control of paperwork: records creation, maintenance, usage and disposition of records in accordance with Records Retention and Disposition Schedules approved by the State of Maryland and Washington County.
- B. To provide adequate controls over the creation of file materials and prevent accumulation of unnecessary files.
- C. To reduce the quantity of duplicate records through the identification of the official copy of a given record.
- D. To increase uniformity and simplicity in maintaining and using records.
- E. To facilitate the classification, filing, retrieval, charging out and refiling of records.
- F. To satisfy departmental administrative needs, legal mandates, and ensure the proper identification of legal, financial, administrative and historical records.

IV. <u>DEFINITIONS</u>

The following terms, as used herein, unless a different meaning is clearly implied by the context, shall have the following meaning:

- A. <u>Public Records</u> Those records that can be defined to include any paper, correspondence, form, book, photograph, film, sound recording, map, drawing, or other document, regardless of physical form or characteristics, and including all copies thereof, that have been made by any of the departments or received by any department in connection with the transaction of public business.
- B. <u>Records Management</u> That function of administrative management concerned with the creation, processing, maintenance, protection, retrieval, retention, preservation, and disposition of records, and recorded information, regardless of media, required for the operation and continuance of government operations.
- C. <u>Records Disposition Management</u> The systematic, timely and effective disposal or removal of obsolete or inactive records from office space, and the effective and economical preservation of records of permanent value.

V. <u>RESPONSIBILITIES FOR IMPLEMENTATION</u>

- A. <u>County Clerk/Records Management Officer</u> The County Clerk shall be responsible for the development, administration and coordination procedures of the Washington County Records Management Program. The County Clerk is also responsible for maintaining all official records of the County, including the following functions:
 - 1. Provide assistance and guidelines to all departments in the preparation of their Records Retention and Disposition Schedules.
 - 2. Provide direct technical assistance and guidance to all departments that will aid in resolving specific files and related records problems.
- B. <u>Department Heads</u> Department heads are responsible for ensuring that Records Retention and Disposition Schedules are prepared for their departments, as well as any revisions, as needed. Department heads are also responsible for ensuring that Records Retention and Disposition Schedules are properly applied against records of their department, cooperating with the County Clerk/Records Management Officer to ensure proper administration and implementation of the Washington County Records Management Program, and appointing a member(s) to the Records Management Committee.

Records Management Policy Records Retention and Disposal Schedule Q-18-667 Page 10

V. <u>RESPONSIBILITIES FOR IMPLEMENTATION</u> (cont.)

- C. <u>Records Management Committee</u> Members of this Committee shall serve as liaisons between the County Clerk/Records Management Officer and the department. They shall also assist in the implementation of the Washington County Records Management Program.
- D. <u>Legal and Historical Guidelines</u> The County Attorney shall provide legal guidelines, and the County Clerk shall provide historical guidelines for the Records Management Program, prior to submission to the State Archivist for final approval and authorization to implement.

VI. <u>LEGAL AUTHORITY</u>

- A. ANNOTATED CODE OF MARYLAND, State Government Article, <u>Section 10-632.</u>
- B. CODE OF MARYLAND REGULATIONS (COMAR) Title 14.18.02.01-04.

Records Management Policy Records Retention and Disposal Schedule Q-18-667 Page 11





Organizational Chart Records Retention and Disposal Schedule Q-18-667 Page 12