

REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:		N	NOTES:		
Contact Name: Contact Title: Phone Number:		 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, Maryland. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption 			
RETURN QUOTATIONS TO:					
WASHINGTON COUNTY PURCHASING DEPARTMENT Washington County Administration Complex 100 West Washington Street, Third Floor, Suite 3200 Hagerstown, Maryland 21740		-	THIS	OR QUOTATION IS NOT ORDER	
Fax: 240-313-2331	<u>-</u>	DATE ISSU	JED		
Attention: Brandi Naugle, CPPB – Buyer		4/5/2023			
Telephone Number: 240-313-2330 DESCRIPT	ION _				
DOCKET BOARD DISPLAY AND WASHINGTON COUNTY Q-23-748 (See Attached Instructions QUOTATION DUE: Wednesday, May 3, 2023, no later than Purchasing Department. Opening of quotations will follow. Interest quoters who wish to hear a reading of the quotes shall call prior to the county of the purchasing Department.	CIRCU 3 & Specif 3:00 P.M. ted particle telecome	fications) M., (EDT/EST es are invited onference 240-	T) and m to hear a 313-233	ust be time-stamped in the a reading of the quotes. All 0 to receive instructions.	
Washington County Administration Complex, 100 West Washington 21740 and enclosed in a sealed opaque envelope marked "QUOTAT MAGICINFO UPGRADE" and bearing the vendor's name and account of the control o	on Street YON – (, Third Floor,	Suite 32	00, Hagerstown, Maryland,	
Having received clarification on all items of conflict or upon whic labor, materials and equipment called for by said specifications and					
<u>NOTE</u> : This page is to be returned	with the	e Form of Pro	posal		
We quote you as above - F.O.B.	Acknowl	edge Addenda	#	Date Date	
Official Signature	:	_ Date	,#	Date	
		Service can be days from rece		ned no later than	

Q-23-748 DOCKET BOARD DISPLAY AND MAGICINFO UPGRADE WASHINGTON COUNTY CIRCUIT COURT

INSTRUCTIONS

1. QUOTATION SUBMISSION: Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked "QUOTATION – (Q-23-748) "DOCKET BOARD DISPLAY AND MAGICINFO UPGRADE". Quotations are to be addressed to Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD, 21740. Please direct all inquiries to Brandi Naugle, CPPB, Buyer at 240-313-2330, fax 240-313-2331. Facsimile or Electronic Quotes will not be accepted.

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

- 2. PRE-QUOTATION CONFERENCE/TELECONFERENCE: A Pre-Quotation Conference/ Teleconference will be held in the Washington County Administration Complex, Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland 21740 on Wednesday, April 12, 2023, at 10:30 A.M., (EDT/EST) at which time personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting by teleconference shall call prior to the teleconference 240-313-2330 to receive instructions. All interested quoters are requested to take part in the teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.
- 3. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than 3:00 P.M., (EDT/EST), Wednesday, May 3, 2023. Quotations will be opened at the time mentioned above and read aloud in the presence of County personnel. All interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call prior to the teleconference 240-313-2330 to receive instructions.
- 4. **AWARD OF CONTRACT:** Washington County, Maryland shall award the contract to the responsible, responsive low Quoter based on the total sum for the product. 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. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/quote.

- 6. **<u>DISCOUNTS</u>**: Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
- 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.
- 8. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
- 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 quotations.
- 10. <u>INSURANCE</u>: The successful vendor must show upon request and prior to the execution of a Contract or issuance of Purchase Orders the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy of the Washington County *Insurance Requirements for Independent Contractors* Policy. The service shall be identified on the certificate and the *Washington County shall be named as an additional insured on the certificate of insurance*. The certificate holder on the certificate shall be named such; **Board of County Commissioners of Washington County, Maryland**, 100 West Washington Street, Hagerstown, Maryland.
- 11. <u>INTERPRETATION</u>, <u>DISCREPANCIES</u>, <u>OMISSIONS</u>: Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Brandi Naugle, CPPB County Buyer, Washington County Purchasing Department, Fax: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasing questions@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 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., local time, (EDT/EST) Wednesday, April 19, 2023, may not be considered. All correspondence in regard to this quotation shall be directed to and issued by the Washington County Purchasing Department.

- 12. <u>PAYMENT</u>: Payment will be made within thirty (30) after course objectives have been completed and approved by the County's Representative. Invoices shall be submitted in duplicate to: Washington County Circuit Court, 24 Summit Avenue, Hagerstown, Maryland 21740.
- 13. <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."
- 14. 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.
- 15. **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.
- 16. **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: http://dat.maryland.gov/Pages/sdatforms.aspx#BNE and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
- 17. **RESERVATIONS:** The County reserves the right to reject any or all quotations, to waive any technicalities in the quotation, and to take whatever action is in the best interest of Washington County, Maryland. The County also reserves the right to reject the quotation of a Quoter who has previously failed to perform properly or complete on time contracts of a similar nature, or the Quote of a Quoter who investigation shows is not in a position to perform the contract. The County 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 being purchased, nor increase estimated maintenance and repair cost to the County.

18.	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 sa	ales
	tax exemption certificate for the items provided under this contract.	

19. **TERM OF CONTRACT:** All quoted prices shall be valid for ninety (90) consecutive calendar days from quotation due date.

Q-23-748 DOCKET BOARD DISPLAY AND MAGICINFO UPGRADE WASHINGTON COUNTY CIRCUIT COURT

SPECIFICATIONS

SUMMARY:

The Washington County Circuit Court of Washington County, Maryland, is requesting price quotations from qualified and interested firms to provide an upgrade to the MagicInfo Docket Display System and installation of new Docket Display Boards. The Docket Display Boards are located in numerous areas throughout the Circuit Court to display court dockets. The system will have a virtualized server that will be hosted at Administrative Office of Courts (AOC) data center.

SCOPE OF WORK:

The following describes the products and services to be provided/performed under this quotation.

ITEM NO.	DESCRIPTION	REMARKS/EXCEPTIONS
	GENERAL	
1	Upgrade of MagicInfo with displays and Docket Display System for 6 Docket Display Boards. This will be a virtualized server that will be hosted at Administrative Office of Courts (AOC) data center.	
2	Vendor to provide, install, and mount six (6 new Samsung 48" monitors for docket displays.	
3	Vendor to remove and dispose of 7 existing docket display monitors.	
4	Vendor to configure Virtual Machine. Virtual machine setup will be completed by JIS.	
5	Vendor to provide configuration of server.	
6	Vendor to provide configuration for docket board PCs. Hardware will be provided by Judicial Information Systems (JIS).	
7	Vendor will supply and install software to allow an automated download of docket information from the JIS mainframe/Odyssey. This download will be transparent to the users at the site and will not require any interaction from the user to complete the download.	
8	Vendor will work with Circuit Court to ensure the layout of content on the display meets the court's request.	
9	An option to force a manual download will be included to allow the site to initiate a download should there be a temporary connectivity problem between the site and the JIS mainframe/Odyssey.	

ITEM NO.	DESCRIPTION	REMARKS/EXCEPTIONS
10	The ability, if major changes to a docket in MDEC are made, to be able to make changes and then force the reload of the docket boards, rather than needing to manually change the docket boards.	
11	An option to allow users to delete, add, modify, and remove docket assignments as necessary through the business day.	
12	The ability to have messages created, modified, or deleted on the docket boards, either by the user on site or remotely.	
13	An option for the dockets to be changed or modified from a remote location.	
14	The vendor shall implement best cybersecurity practices and supply anything needed to ensure that servers and/or panels will be protected from receiving or sending viruses or other malicious software from these devices to the judiciary network.	
15	Vendor to work in coordination with JIS.	
16	Provide staff training as necessary at the court location.	
17	The vendor shall provide one (1) year of technical support for staff and device support.	
18	All damages caused by the installation of all Docket Boards or related work will be the responsibility of the contractor including existing wall and ceiling finishes as well as floors while working inside the court facility.	
19	The initial warranty will cover all hardware and software items provided by the vendor for two (2) years. Support will include on-site support if required. The warranty shall include updates and coordinated with JIS.	
20	Vendor to coordinate delivery and installation with Circuit Court Administrator. After hours or weekend delivery and installation may be necessary to avoid interruptions to court schedule. If work is scheduled during the day, vendor will need to keep noise to a minimum as not to disrupt court and should be mindful of individuals in hallways going to and from court.	
21	Please note that there is no loading dock or parking lot for the Circuit Court. Street parking at the court entrance will need to be scheduled with the Court Administrator in coordination with the Judicial Sheriff's department.	

ITEM	DESCRIPTION	REMARKS/EXCEPTIONS
NO.		
	SUBSTITUTIONS	
22	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 the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department 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.	
	EXISTING EQUIPMENT	
23	The Contractor shall remove the existing docket board displays during installation of new displays.	
	PRICING SHALL INCLUDE	
24	Pricing of all hardware/accessories (required and optional), broken down and applicable upgrade.	
25	Time and labor of all Installation, cabling, and configuration of all equipment.	
26	Provided training for all support staff.	
27	Technical support.	
28	Two (2) year warranty to cover hardware and software items. Warranty shall include updates and coordinate with JIS.	
29	Any shipping/freight costs.	
30	Any removal of current equipment.	

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. <u>PURPOSE</u>

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

Workers Compensation - Statutory

Employers Liability - \$100,000 (Each Accident)

\$500,000 (Disease - Policy Limit) \$100,000 (Disease - Each Employee)

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

Minimum Limits Required:

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

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

2. Comprehensive General Liability Insurance (continued)

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

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

Minimum Limits Required:

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

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

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

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

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991 Effective Date: August 27, 1991 Revision Date: March 4, 1997 Effective Date: March 4, 1997

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355,108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its quote, the Quoter certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Quoter knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Quoter 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 Quoter 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	

Q-23-748 DOCKET BOARD DISPLAY AND MAGICINFO UPGRADE WASHINGTON COUNTY CIRCUIT COURT

FORM OF PROPOSAL

(Submit with Front Page of RFQ Document)

Item No.	Item Description	Unit of Measure	Qty	Unit Price (Figures)	Total Price (Figures)
1	Total Sum for Equipment, Installation and Training Dollars (Written) per Cents (Written)	AMT.	1	\$(Figures)	\$(Figures)
2	Warranty first year Dollars (Written) per Cents (Written)	YEAR	1	\$(Figures)	\$(Figures)
3	Warranty second year Dollars (Written) per Cents (Written)	YEAR	1	\$(Figures)	\$(Figures)

Form of Proposal **Docket Board Display and MagicInfo Upgrade**Q-23-748
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Quoter's Name

TOTAL LUMP SUM (Item No. 1 through	3 above)Dollars		
(Written)	Donais	\$ (Ti	
	Cents	(Figures)	
(Written)			
RKS/EXCEPTIONS:			
RATO LA CEL TIONO.			