



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, Maryland.
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 Complex
 100 West Washington Street, Third Floor, Suite 3200
 Hagerstown, Maryland 21740
 Fax: 240-313-2331

Attention: Brandi Naugle, CPPB – Buyer

Telephone Number: 240-313-2330

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

DATE ISSUED

5/10/2023

DESCRIPTION

**FENCING PROJECTS
 WASHINGTON COUNTY CIRCUIT COURT
 Q-23-754**

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, June 7, 2023, no later than 3:00 P.M., (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. All quoters who wish to hear a reading of the quotes shall call prior to the meeting 240-313-2330 to receive instructions.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "QUOTATION – (Q-23-754) “FENCING PROJECTS – Washington County Circuit Court” and bearing the vendor's name and address.

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 TOTAL LUMP SUM QUOTATION.

NOTE: This page is to be returned with the Form of Proposal

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 _____

Q-23-754
FENCING PROJECTS
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-23-754) “FENCING PROJECTS – WASHINGTON COUNTY CIRCUIT COURT”** and bearing the vendor's name and address. 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.**

NOTE: All Quoters 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.

Quotes shall be made on the forms provided. Numbers shall be stated both in writing and in figures. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a Corporation.

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, May 17, 2023, at 10:30 A.M., (EDT/EST)** at which time personnel will be present to answer any questions. All interested parties are invited to hear a reading of the quotes. 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, June 7, 2023.** Quotations will be opened at the time mentioned above and read aloud in the Washington County Administration Complex, Third Floor, Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties wishing to take part in the meeting by teleconference shall call prior to the meeting 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 this statement, it shall attach an explanation to this solicitation/quote.
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 representatives 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 proposal.
10. **INSURANCE:** 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 certificate holder on the certificate shall be named such; **Board of County Commissioners of Washington County, Maryland**, 100 West Washington Street, Hagerstown, Maryland.
11. **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 Brandi Naugle, CPPB - County Buyer, Washington County Purchasing Department, Fax: 240-313-2331; or send questions in Microsoft Word platform via-email 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, 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, May 24, 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. **PAYMENT:** 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: Kristin Grossnickle, Washington County Circuit Court, 24 Summit Avenue, Hagerstown, Maryland 21740.
13. **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 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 County 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 County all such information and data for this purpose as the County may request. The County 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 costs 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 sales 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 the quotation due date.
20. **TIME OF COMPLETION:** By submission of his/her quote, the Contractor agrees to commence work under this Contract upon receipt of the Notice to Proceed (issuance of purchase order), design, prosecute the work diligently, and **substantially complete for its intended use not later than ninety (90) calendar days after Notice to Proceed.** The time stated for completion shall include material procurement, construction, and final clean-up of the premises. The Notice to Proceed will be extended to the Contractor as fair-weather conditions permit. The successful Contractor shall schedule construction times with Kristen Grossnickle, Court Administrator, Washington County Circuit Court, at 240-313-2545.

Q-23-754
FENCING PROJECTS
WASHINGTON COUNTY CIRCUIT COURT

SPECIFICATIONS

SUMMARY:

The Washington County Circuit Court of Washington County, Maryland, along with the Division of Public Works Building, Grounds, and Facilities for Washington County Government is seeking a vendor for two fencing projects outside of the Washington County Circuit Court building at, 24 Summit Avenue, Hagerstown, MD per the Scope of work below.

SCOPE OF WORK:

Phase one:

Remove the existing 3' high wrought iron fence and install a new 6' high wrought iron fence plus industrial-grade wrought iron gates at the basement access area of the courthouse. The fence will be installed on top of the existing concrete retaining wall and at grade level. All work will be compliant with all local, state, and federal building codes. Work should be staged/phased (removed and replaced the same day) and completed so that permanent fencing is always in place and the site is secure each workday. The existing fencing is to be removed in segments based on linear feet to be installed on a day-to-day basis. Install approximately 75 linear feet of wrought iron fencing to include a 6' wide gate. All fencing pickets, cross supports, structure upright support posts, support flanges, gate hinges, and affixed hardware are to be welded and match the existing wrought iron fence.

Phase two:

Supply all materials and labor to install approximately an 8' section of 8' high 3/8 mesh. All Black chain link fence along the building is to extend the existing fence inside of the sallyport. Fencing is to match the existing security fence in the sallyport. All posts are to be set in concrete. The fence is to have top, middle, and bottom rails. Repair gaps in the fencing to minimize chances of contraband entering the facility along the prisoner entrance from the sallyport. This would entail the installation of rubber matting along the bottom of the fence where the fence and the wall meet with steel plates and security bolts and nuts.

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, 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 _____

Debarment and Suspension

Fencing Projects

Washington County Circuit Court

Q-23-754

Page 9

Q-23-754
FENCING PROJECTS
WASHINGTON COUNTY CIRCUIT COURT

FORM OF PROPOSAL
(Submit with Front Page of RFQ Document)

Item No.	Item Description	Unit of Measure	Qty	Unit Price <i>(Figures)</i>	Total Price <i>(Figures)</i>
1	Total Sum for Phase One _____ Dollars (Written) _____ per Cents (Written)	AMT.	1	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
2	Total Sum for Phase Two _____ Dollars (Written) _____ per Cents (Written)	AMT	1	\$ _____ <i>(Figures)</i>	\$ _____ <i>(Figures)</i>
TOTAL LUMP SUM (Items No. 1 and 2)					
_____ Dollars (Written) _____ Cents (Written)				\$ _____ <i>(Figures)</i>	

REMARKS/EXCEPTIONS: _____
