



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

NOTES

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

E-mail: _____

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
Attention: Rick F. Curry, CPPO, Director of Purchasing
Telephone Number: 240-313-2330

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

DATE ISSUED

10/06/2023

DESCRIPTION

APC ADVANTAGE SERVICE RENEWAL

Q-23-765

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, November 1, 2023, no later than 3:00 P.M., (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 to receive instructions prior to the teleconference.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick F. Curry, CPPO, Director of Purchasing, 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-23-765) APC ADVANTAGE SERVICE RENEWAL**" 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 **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 _____

**APC ADVANTAGE SERVICE RENEWAL
Q-23-765**

REQUEST FOR QUOTATION

INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be submitted enclosed in a sealed opaque envelope bearing the name of the firm submitting the quote and marked “**QUOTATION – APC ADVANTAGE SERVICE RENEWAL**”. Name and address of firm to be clearly written on the front of the envelope. Quotations are to be addressed to Rick F. Curry, CPPO, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740. **Please direct all inquiries to Rick F. Curry, CPPO, at 240-313-2330, Fax - 240-313-2331. Facsimile or Electronic Quotes will not be accepted.**

2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, November 1, 2023**. Quotations will be opened and read at that time in the Washington County Administration Complex, Third Floor Conference Room 3100, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend. All quoters who wish to hear a reading of the quotes via teleconference shall call prior to the meeting 240-313-2330 to receive instructions.

3. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:**
A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland 21740, **11:00 A.M., (EDT/EST) Friday, October 13, 2023**, at which time County personnel will be present to answer any questions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged. All interested quoters wishing to take part in the meeting via teleconference shall call 240-313-2330 prior to the meeting to receive instructions.
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 and/or the Quote Opening. 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.

4. **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive low Quoter based on the total sum for the equipment. 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 fourteen (14) days.
 5. **DISCOUNTS:** Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
 6. **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.
 7. **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 Quotation Opening.
 8. **EXCEPTION:** The submission of a quotation 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 quotation.
 9. **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 F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland, 21740, 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 Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions 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 quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Friday, October 20, 2023, may not be considered.
10. **LIQUIDATED DAMAGES:** Assessments shall be made at the rate of one percent (1%) of the quoted price, per unit, per day, for each unit not delivered by the due date. This assessment shall be deducted for the invoice price.

11. **MATERIAL AND WORKMANSHIP:** All equipment furnished shall be guaranteed to be new, unused and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship shall be of high quality and accomplished in a professional manner so as to ensure functionality of the equipment.
12. **PAYMENT:** Payment will be made within thirty (30) calendar days after satisfactory acceptance and delivery by using department as required based on delivery as requested by that department. Invoices shall be submitted in duplicate to the Department of Information Technology, 100 W. Washington Street, Suite 3300, Hagerstown, MD 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. **REDUCTION OF PRICES:** Any reduction of prices during the period of this contract shall be passed on to the Board of county Commissioners of Washington County, Maryland.
16. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotes, 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, Maryland.
17. **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.
18. **SUBSTITUTIONS:** Any Quoter who contemplates offering a trailer that differs from that specified SHALL obtain the County's written approval prior to quotation opening. Substitution literature shall be received in the Purchasing Department **no later than 4:00 P.M., (EDT/EST), Friday, October 20, 2023**. Requests received after this deadline for substitutions may not be considered. All correspondence regarding this quote shall be directed to and issued by the Washington County Purchasing Department.

Instructions

APC Advantage Service Renewal

Q-23-765

Page 4

19. **REGISTRATION WITH THE MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and the phone numbers for the State Department of Assessments and taxation are: **(410) 767-1184** or **(888) 246-5941**.

Q-23-765

**APC ADVANTAGE SERVICE RENEWAL
REQUEST FOR QUOTATION**

SPECIFICATIONS

3 Year Renewal Advantage Ultra Service Plan for (1) In Row ACRD Half Rack 10kw
Valid From 11/26/2023 to 11/25/2026.

(3 Year commitment and coverage agreement with annual payments)

Part# WADVULTRA-AX-15

Covered assets:

<u>Description</u>	<u>Serial #</u>
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	JK1505003596
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	JK1342000854
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	JK1342000852
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	JK1342000849
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	JK1342000859
InRow RD 300mm Fluid Cooled 208- 230V 60Hz	UK143310530

**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 bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer 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 Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____

Q-23-765

APC ADVANTAGE SERVICE RENEWAL

FORM OF PROPOSAL

Item No.	Item Description	Unit of Measure	Qty	Unit Price <i>(Figures)</i>	Total Price <i>(Figures)</i>
1	Three (3) Year Renewal Advantage Ultra Service Plan for (1) In Row ACRD Half Rack 10kw; 6 Units Valid From 11/26/2023 to 11/25/2026 Part# WADVULTRA-AX-15 _____ Dollars (Written) _____ per Cents (Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures)
<p align="center">TOTAL LUMP SUM (Item No. 1 above)</p> _____ Dollars (Written) _____ Cents (Written)			\$ _____ (Figures)		

REMARKS/EXCEPTIONS: _____
