



HARFORD COUNTY GOVERNMENT DEPARTMENT OF PROCUREMENT

INVITATION FOR BIDS

BID NUMBER:	23-044
BID TITLE:	LEASE OF WIDE FORMAT PRINTERS
PROCUREMENT AGENT:	Nyanpee Gornor-Pewu 410-638-3550 nngornor-pewu@harfordcountymd.gov
PRE-BID MEETING:	July 22, 2022 at 9:00 AM EST Procurement Conference Room 220 S. Main Street; 3 rd Floor Bel Air, Maryland 21014
QUESTIONS DUE DATE AND TIME:	July 29, 2022 no later than 1:00 PM EST Questions must be emailed to the Procurement Agent.
BID DUE DATE AND TIME:	August 10, 2022 by 1:00 PM EST
INSURANCE REQUIREMENT:	Service Provider
PREQUALIFICATION REQUIREMENT:	Prequalification is not required
BID DEPOSIT REQUIREMENT:	Bid Deposit is not required
BONDING REQUIREMENT:	Performance Bond is not required Payment Bond is not required Maintenance Bond is not required
TIMELY DELIVERY OF SOLICITATION DOCUMENTS:	Bids must be received prior to the bid due date and time. Accepted bids will be publicly opened at 2:00 PM on the bid due date via WebEx. WebEx information is posted on the Harford County Bid Board. All bids must be sealed, labeled with the solicitation number, title, and vendor's name and directed to the Department of Procurement. Bids received after the due date and time will be rejected and returned unopened.
DELIVERY METHODS:	Bids may be delivered via a carrier of your choice or hand-delivered to 220 S. Main Street using the locker system

BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Maryland Department of Transportation website, www.mdot.maryland.gov/newMDOT/MBE/Index.html, provides important information, including certification, workshops, and other valuable resources to suppliers.



BARRY GLASSMAN
Harford County Executive

HARFORD COUNTY PROCUREMENT
220 S. MAIN STREET, BEL AIR, MD 21014
www.harfordcountymd.gov | 410.638.3550

INVITATION FOR BIDS
BID NO. 23-044
LEASE OF WIDE FORMAT PRINTERS

TABLE OF CONTENTS

General Instructions	GI-1 thru GI-4
Bid Form/Addendum Acknowledgement/ Bid Proposal Affidavit	BF-1 thru BF-15
Sample Contract	SPA-1 thru SPA-6
Insurance Requirements	IR-1 thru IR-7
Detailed Specifications	DS-1 thru DS-9

GENERAL INSTRUCTIONS (PLEASE READ THOROUGHLY)

THESE ARE GENERAL INSTRUCTIONS FOR ALL PROJECTS; SHOULD THERE BE A DISCREPANCY BETWEEN THESE GENERAL INSTRUCTIONS AND THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS, THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS WILL PREVAIL.

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

Instructions, forms and specifications may be obtained by going to our website at www.harfordcountymd.gov/158/procurement.

- a) All bids are to be submitted in accordance with forms for this purpose, which are available on our website.
- b) All bids are to be submitted in a sealed envelope with the bid number and name of the bid noted utilizing the attached label.
- c) Bids received after the specified time will be returned to the bidder unopened.
- d) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Department of Procurement.
- e) Should any bidder find discrepancy in the plans or specifications or should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the assigned Procurement Agent, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be sent via email to the assigned Procurement Agent and marked "Request for Clarification". The request must be received on or before the due date for questions. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted.
- f) The County will assume no responsibility for oral communications. All official correspondence in regard to the specifications shall be directed to and will be issued by the assigned Procurement Agent in writing.
- g) Oral bids or modifications of bids will not be acceptable.
- h) Bids must be completed in ink or typewritten by the Bidder with the signature in full. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. Any one signing the bid as agent must file with it legal evidence of his authority to do so. Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.
- i) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after this

time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

2. AWARD OF CONTRACT:

- a) Award may be made to the lowest responsive and responsible bidder. In addition to price, consideration will be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
- b) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Contractor will be required to pay the Maryland State Tax on all materials and supplies used on the project in accordance with Maryland State Law.

4. INSURANCE:

Please see attached Insurance Requirements in the Bid Specifications.

5. RESERVATIONS:

- a) The County reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.
- b) The County, with the approval of the County Attorney, may waive informalities and irregularities in bids (Sec. 41-24 Procurement Law) as the interest of the County may require.
- c) The County may reject a bid as non-responsive if the unit prices bid are mathematically or materially unbalanced.
- d) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.
- e) The County may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the County.

6. DELIVERY:

- a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.
- b) All items shall be delivered F.O.B. destination and delivery costs and charges are included in the bid unless otherwise stated in the bid package.
- c) Delivery time may be a factor in award of bid.

7. COMPETITION, LITERATURE, SAMPLES:

- a) To better insure fair competition and to permit a determination of the award, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
- b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. **Bidders must follow the guidelines as stated in Number 8. Deviation from Specifications below.**
- c) No bidder will be allowed to offer more than one price on each item even though he may believe that he has two or more types or styles that will meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.
- d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.
- e) Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing, **on or before the due date for questions as noted on the cover page of this bid.** The bidder shall indicate clearly the product on which he is bidding and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bids. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Harford County for furnishing material, equipment or services in full accordance with the specifications as written. Items not meeting the specifications may be rejected upon delivery to the County, and returned to Vendor at Vendor's cost.

9. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County shall be subject to final inspection by Harford County and/or other independent testing laboratories as may be designated by the Director of Procurement. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the County may reject all or any part of the materials and supplies to be provided under the contract. The Director of Procurement may waive variances in materials, supplies, and/or service upon written recommendation by the County Agency involved in the purchase.

10. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

11. BID DEPOSIT (if applicable):

- a.) Bids must be accompanied by a Bid Bond or Certified Check in the amount of 5% Bid Price Total.
- b.) Bid deposit of all but the three (3) lowest bidders will usually be returned immediately after determination of the order of bids. The Bid Deposits of the second and third bidders will be returned immediately following the execution of a contract by the determined low bidder.
- c.) If no contract has been awarded within ninety (90) days of the bid opening, bid security will be returned upon the demand of the bidder.
- d.) Where the specifications or instructions provide bond requirements, the check of the successful bidder will be returned upon execution of contract and receipt of Performance Payment and Maintenance Bonds, as required under Section 12 below.

12. BONDING INFORMATION (if applicable):

Performance, Payment and Maintenance bonds MUST be submitted on a Harford County Bond Form. Sample Bond Forms are enclosed herewith for your review. The successful bidder will be provided with the proper bond forms upon award of contract. Harford County Government will only accept Bonds from Companies holding certificates of authority as acceptable sureties as published annually in the Federal Register, Department of the Treasurer, Fiscal Service, Department of Circular 570.

13. PERFORMANCE BOND (if applicable):

The successful bidder shall be required to furnish a Performance Bond in the amount of 95% of the contract, with the condition that he shall comply in all respects with the terms, conditions and agreements of the contract.

14. PAYMENT BOND (if applicable):

The successful bidder shall be required to furnish a Payment Bond in the amount of 95% of the contract for the protection of all subcontractors and material suppliers in accordance with Section 17-130 State Finance and Procurement of the Annotated Code of Maryland.

15. MAINTENANCE BOND (if applicable):

The successful bidder shall be required to furnish a Maintenance Bond in the amount of 10% of the final contract price.

- a) The Contractor shall furnish a maintenance bond in favor of the County in a form and with a surety approved by the Owner, binding the Contractor as principal and the surety to promptly and properly replace any improper work or materials that may become apparent within a period of twelve (12) months following Harford County Acceptance of the Work.
- b) The maintenance bond will be submitted to the Department of Public Works prior to payment of final work estimate.
- c) Upon acceptance by the County of the maintenance bond the sum retained by the County will be paid to the Contractor.
- d) The maintenance bond shall consist of a surety bond in the amount of ten (10) percent of the total construction contract.
- e) The maintenance bond remains in effect for twelve (12) months unless otherwise directed from date of issuance.
- f) A punch list of items of work needing attention or correction will be maintained by the Department of Public Works.
- g) Sixty (60) days prior to expiration of maintenance bond, the Contractor will be notified of items on the punch list with a request for the schedule of completion.
- h) If the Contractor fails to comply with the notification within thirty (30) days, the Department of Public Works will notify the Contractor and send a copy to the bonding company stating that failure to comply with re-notification in two (2) weeks will result in the County completing the items on the punch list and charging the bonding company.
- i) Upon completion of maintenance bond requirements, the Department of Public Works will notify the Contractor of fulfillment of obligations of the bond.

16. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The Contractor shall protect and indemnify Harford County and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

17. SITE VISIT: (if applicable)

Prior to preparing the bid, the Bidder shall visit the site. He shall be familiar with all existing conditions, making all necessary investigations as to locations of pipe lines and services and all other mater which can affect the work proposed. Bidder shall be familiar with the plans and specifications. The failure or omission of any Bidder to examine any form instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

18. QUALIFICATION AND LICENSE:

The County may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish 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 bidder fails to satisfy the County that such bidder is properly qualified to carry out the

obligations of the Contract and to complete the work contemplated therein.

19. FORM OF CONTRACT:

An appropriate Harford County Contract will be executed in accordance with Section 41-26 of the Harford County Code.

20. PREQUALIFICATION REQUIREMENTS (if applicable):

In order to qualify to bid on this project, the Contractor MUST have completed Harford County Contractor's Prequalification Application. Per the County Code, Section 41-26 (7)(2)(5)(e), a person who is not prequalified shall not be permitted to submit a bid.

21. COOPERATIVE PURCHASING

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded bidder(s) and these contract(s) shall be binding only upon the principals signing such document. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

22. RECIPROCAL PREFERENCE FOR LOCAL BIDDERS:

- a) When supplies or contractual services are purchased through the bid process established by Chapter 41 of the Harford County Code, the County may give a preference to the local bidder who is the lowest responsible local bidder if:
 - (1) All bids received are for the total amount of unit price, quality and service being equal, the contract shall be awarded to a local bidder;
 - (2) The other county or state gives a preference to its local bidders; and
 - (3) A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.
- b) A preference given under this section shall be identical to the preference that the other county or state gives to its local bidders.

23. HIRING OF ILLEGAL ALIENS PROHIBITED FOR PERFORMANCE OF COUNTY WORK:

- a) Harford County does not knowingly hire illegal aliens through direct employment or through its vendors, contractors, or their subcontractors or suppliers. Harford County expects its vendors, contractors and their subcontractors and suppliers to comply with all applicable federal, state and local laws, codes, rules and regulations concerning lawful entitlement to work in Harford County, the State of Maryland and the United States of America. Bidders shall be required to attest that they shall hire only individuals lawfully entitled to work in the United States of America for this contract.
- b) Compliance with the contractual requirement that contractors hire only individuals lawfully entitled to work in the United States of America is material to Harford County. Breach of this material contractual obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Harford County and any and all other damages for which a contractor might be liable. Nothing herein shall require Harford County to elect to terminate a contract for default to the exclusion of any other remedy.

24. ELIGIBILITY OF CANDIDATES FOR EMPLOYMENT:

- a) The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- b) Harford County encourages employers to utilize the E-Verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

25. FUNDING OUT

Contractor understands that any Contract, that results from this bid, is subject to the availability of funds and that the unavailability of funds shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify Contractor in writing of such event of termination.

26. NO SMOKING POLICY:

Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

ENTITY NAME: _____

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

**BID NO. 23-044
LEASE OF WIDE FORMAT PRINTERS**

TO: Director of Procurement
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

FROM: _____

Basis of Award:

1. Contract award may be based on the lowest responsive and responsible bidder for the total bid. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
2. All bidders **must be** prequalified in all areas specified if applicable.
3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202

ENTITY NAME: _____

Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.

5. **Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.**

6. Bid Checklist: Failure to meet requirements A-E below will result in your bid being rejected as non-responsive.

A. We are in good standing with State and Local Governments. Yes__ No__
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____

B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes__ No__ N/A__

Date of Certificate Expiration: _____

C. We are submitting the Bid Bond (If Applicable). Yes__ No__ N/A__

D. We are submitting one (1) Original Bid Form. Yes__ No__

E. We acknowledge all addenda (If Applicable). Yes__ No__ N/A__

ENTITY NAME: _____

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK OUR WEBSITE (<http://www.harfordcountymd.gov/158/Procurement>) FOR ANY ADDENDA THAT MAY HAVE BEEN POSTED PRIOR TO THE DUE DATE OF THIS SOLICITATION. BE SURE TO ACKNOWLEDGE THIS INFORMATION ON THE TABLE BELOW. FAILURE TO DO SO MAY CAUSE YOUR SUBMITTAL TO BE NON-RESPONSIVE.

Addendum No.	Date of Addendum	Acknowledgement/Initials

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials _____

ENTITY NAME: _____

BID NO. 23-044
LEASE OF WIDE FORMAT PRINTERS/PLOTTERS
BID FORM

<u>DEPARTMENT</u>	<u>MONTHLY</u> <u>AMOUNT</u>	<u>YEARLY</u> <u>AMOUNT</u>
A. Department of Public Works Division of Water and Sewer – Administration/Engineering	\$ _____	x12 = \$ _____
Overage per sq. ft.	\$ _____	
<hr/>		
B. Department of Public Works Division of Water and Sewer – Maintenance	\$ _____	x12 = \$ _____
Overage per sq. ft.	\$ _____	
<hr/>		
C. Department of Planning and Zoning	\$ _____	x12 = \$ _____
Overage per sq. ft.	\$ _____	
<hr/>		
D. Department of Inspections, Licenses and Permits	\$ _____	x12 = \$ _____
Overage per sq. ft.	\$ _____	
<hr/>		

ENTITY NAME: _____

E. Department of Public of Works
Division of Highways Engineering \$ _____ x12 = \$ _____
Overage per sq. ft. \$ _____

F. Department of Parks and Recreation \$ _____ x12 = \$ _____
Overage per sq. ft. \$ _____

G. Department of Emergency Services \$ _____ x12 = \$ _____
Overage per sq. ft. \$ _____

ENTITY NAME: _____

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: _____% net _____

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. _____

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

ENTITY NAME: _____

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described in the State Finance and Procurement Article of the Annotated Code of Maryland.

ENTITY NAME: _____

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Annotated Code of Maryland, Criminal Law Article, Section 9-201, et seq. or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

ENTITY NAME: _____

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

ENTITY NAME: _____

(2) In any manner, directly or indirectly, entered into any contract of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other contracts with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other contracts reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Title 14 of the Election Law Article of the Annotated Code of Maryland, which requires that every person who enters into a single contract with the State of Maryland, including its agencies or a political subdivision of the State, under which the person receives cumulative consideration of at least \$200,000 shall file with the State Board of Elections a statement complying with the requirements of §14-104(b) of the Election Law Article of the Annotated Code of Maryland.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a
(Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

ENTITY NAME: _____

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

ENTITY NAME: _____

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

ENTITY NAME: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

ENTITY NAME: _____

BID SUBMITTED BY:

ENTITY NAME
(Must be entity name as registered with Maryland
State Department of Assessments & Taxation)

TELEPHONE NUMBER

REPRESENTATIVE & TITLE
(TYPE OR PRINT)

FAX NUMBER

REPRESENTATIVE & TITLE
(SIGNATURE)

E-MAIL ADDRESS

ADDRESS

MD. CONTRACTOR'S LICENSE NO.

DATE

DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name _____ Address _____

Name _____ Address _____

**CUT AND ATTACH THE BELOW LABEL TO THE OUTSIDE
OF YOUR RESPONSE ENVELOPE OR CARTON**

Return Address:

BID ENCLOSED

BID NO.: _____

DUE DATE: _____

**TO: HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014**

HARFORD COUNTY PRICE AGREEMENT

INSERT TITLE

AGREEMENT NO. INSERT NUMBER

THIS AGREEMENT made and entered into this _____ day of _____ 2022, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and **INSERT COMPANY AND ADDRESS**, hereinafter referred to as "Contractor".

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide **INSERT** on an as-required basis during the term of this Agreement in accordance with the provisions of **INSERT BID NO. AND ADDENDA** and the Contractor's **BID/PRICE** dated **INSERT DATE** (attached as Exhibit 1) ("**BID/RFP**"), all of which are incorporated herein as if set forth in full.

SECTION II: TERM

The term of this Agreement ("Term") shall be for one (1) year from date of execution of this Agreement, with the County having the exclusive option of extending the Agreement for four (4) additional one (1) year periods under the same terms, conditions, and prices. The option to extend shall be exercised in writing no fewer than thirty (30) days prior to the expiration of the current Term.

SECTION III: TYPE OF AGREEMENT

A. This is a Price Agreement under which the County may during the term of the Agreement, obtain its normal requirements for **INSERT** from the Contractor and the Contractor shall provide **INSERT** which the County requires in its operation.

B. Should an emergency arise for **INSERT** which the Contractor cannot supply, the County reserves the right to contract said services from other sources to meet these emergency needs without prejudice to the Agreement.

SECTION IV: QUANTITIES

Actual requirements are unknown at this time and may be more or less than the quantities estimated in the **Request for Proposal/INVITATION FOR BIDS**, if such estimates are provided. Any quantities ordered by the County during the Term shall be billed at the unit prices set forth in the Agreement. The County also reserves the right to not order any quantities if it is found that such services/goods are not required during the Term.

Quantities stated in the Request for Proposal/Invitation for Bids are estimates and are not guaranteed amounts.

SECTION V: AGREEMENT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total agreement sum of INSERT ALPHA SUM (\$INSERT NUMERIC SUM).

SECTION VI: PAYMENTS

The County agrees to pay the Contractor, as consideration for the full and faithful performance of this Agreement, at unit prices set forth in the RFP/Bid for goods or services ordered and received by the County. Contractor shall invoice the County monthly for quantities provided. Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices covering goods or services provided during the month.

SECTION VII: WARRANTIES

- A. Title of goods conveyed to the County shall be good and its transfer rightful.
- B. The goods shall be delivered free from any security interest or other lien or encumbrance.
- C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION IX: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION X: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days' written notice, terminate the Agreement of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited.

SECTION XI: WRITTEN NOTICES

Any notices and correspondence hereunder shall be in writing and shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile:

Any notice required by this Agreement is to be sent to the Contractor at:

INSERT ADDRESS, CONTACT AND EMAIL ADDRESS

Any notice required by this Agreement is to be sent to the County at:

Harford County, Maryland
Department of Procurement
Attn: Karen D. Myers, NIGP-CPP, CPPO, CPPB, CPCP, CTPS
RFP No.
220 S. Main Street
Bel Air, Maryland 21014
INSERT AGENT EMAIL ADDRESS

All invoices are to be sent to the user department at the following address:

INSERT USER DEPARTMENT INFORMATION
INCLUDE ADDRESS, CONTACT AND CONTACT'S EMAIL ADDRESS

SECTION XII: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and, where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XIV: INDEMNIFICATION

The Contractor shall indemnify and save harmless the County, its directors, officers, agents, servants and employees, from any and all suits, actions, damages or costs, of every nature and description to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents

SECTION XV: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XVI: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:

INSERT CONTRACT NAME

BY:

Signature

Print Name and Title

HARFORD COUNTY, MARYLAND

BY: _____
Karen D. Myers,
NIGP-CPP, CPPO, CPPB, CPCP, CTPS
Director of Procurement
Secretary, Board of Estimates

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Margaret Hartka
Senior Assistant County Attorney

Robert F. Sandlass, Jr.
Treasurer

Reviewed and Concur.

Joseph J. Siemek, P.E.
Director, Department of Public Works

Approved by the Board of Estimates on the _____ day of _____ 2022.

This Agreement was fully executed on the _____ day of _____ 2022.

Insurance Requirements Harford County, Maryland

Service Provider

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor must comply, and cause all sub-contractors of any level to comply, with the following minimum insurance requirements.

Minimum limits required:

Commercial General Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project/per location

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)

AND

CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)

No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

- a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
- b) Cross liability exclusions except Named Insured vs. Named Insured;
- c) Exclusions for the Contractor's scope of work;
- d) Explosion, Collapse and Underground;
- e) Contractual Liability (beyond standard ISO GL form).
- f) The Employer's Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability

ISO form CA 00 01 or equivalent
 \$1,000,000 Each Accident (bodily injury, death or property damage)

Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

**Workers Compensation
 Employers Liability Limits**

Statutory Benefits as required by law

Bodily Injury by Accident - Each Accident \$100,000
 Bodily Injury by Disease - Policy Limit \$500,000
 Bodily Injury by Disease - Each Employee \$100,000

The policy (ies) shall include "other states" coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage, alternate employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Commercial Umbrella

Coverage to be as broad as primary including Additional Insured's as required hereunder

Each Occurrence and in the Aggregate

\$1,000,000 Each Occurrence
 \$1,000,000 Aggregate
 Providing Coverage following the form of the underlying Employers' Liability, Commercial General Liability, and Commercial Automobile Liability Policies.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Third Party Crime (Client Coverage)

\$250,000 per occurrence
 Policy to cover dishonest acts of Contractor's employees, which result in a loss to the County.

Contractor's Professional Liability

Contractor shall provide Professional Liability Insurance (Errors and Omissions), including Technology Professional Liability Errors and Omissions if appropriate to the Contractor's professional work to cover liability resulting from negligence in the performance of professional services.

\$2,000,000 Each Claim
\$2,000,000 Annual Aggregate

Limit to apply per project or have a limit dedicated solely to this project. This insurance shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the work and continuous coverage will be maintained or an Extended Reporting Period will be exercised throughout the statute of repose following final completion of the work.

Contractor's Property Insurance

Under no circumstances will Harford County, Maryland be liable for any loss or damage to any property.

Property Insurance must include:

All owned and rented equipment and tools, including employee tools, used for the work

Perils:

Special Form perils including Theft

Deductible no higher than

\$1,000

Valuation:

Replacement Cost

Contractor waives any claims and rights of recovery against Harford County, Maryland and its elected or appointed officials, related entities and employees.

Cyber Liability

\$1,000,000 each Claim

\$2,000,000 Aggregate

Coverage to include, without limitation:

- unauthorized access;
- denial of service attacks;
- computer viruses;
- transmission of malicious code and failure of security;
- breach of privacy and the failure to protect and disclosure of personal identifiable information;
- payment card information;
- third-party corporate confidential information and protected health information;
- violation of any international federal, state, or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law;
- legal counsel;
- forensic investigations;
- notification and crisis management costs;
- data restoration;

- identity theft monitoring;
- cyber extortion costs;
- disclosure of any third party's proprietary information including, without limitation, trade secrets; and
- liability for interruption of Harford County, Maryland or any third party's business including without limitation, claims for loss of use and loss of profits.

Contractors Pollution Legal Liability (if applicable based on scope of work)

\$1,000,000 each loss

\$3,000,000 annual aggregate

This policy shall cover losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect throughout the statute of repose, following Final Completion of the Work, whichever is longer. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). The pollution liability insurance policy shall cover the liability of Contractor during the process of inspection, investigation, construction, removal, storage, encapsulation, transport, cleanup and disposal of hazardous materials/waste, contaminated soil, or asbestos abatement. There shall be neither an exclusion nor a sublimit for microbial matter (including viruses) related claims.

If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work and that continuous coverage shall be maintained or an Extended Reporting Period shall be obtained throughout the statute of repose, following final completion of the work.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Policy shall not contain any of the following exclusions or limitations:

- Contractual liability for liability assumed by the Contractor in connection with the agreement;
- Lead, silica, mold/fungus or asbestos;
- Pollution or environmental conditions;
- Waste brokering, waste site selection, or arranging for disposal;
- Underground storage tanks;
- Insured versus insured exclusion;
- Punitive damages (Policy shall provide coverage for fines/penalties/ and punitive damages where insurable by law);

- Damage to work performed by the Named Insured;
- Naturally occurring substances;
- Natural Resource Damages (NRDs);
- EIFS;
- Cost to repair or replace subcontractors work;
- Transportation pollution conditions that arise from or in connection with the transportation of any waste or waste materials on, off, or away from the project site;
- Disposal liability covering pollution conditions on, at, under or emanating from any disposal site, location or facility used by or on behalf of the Contractor for the disposal of any waste or waste materials in connection with this project

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted to do business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the statute of repose following final completion of the work. Evidence of such insurance must be provided at inception of the contract and annually thereafter.
4. The additional insured coverage shall apply to both ongoing and completed operations.
5. All coverage required in this contract, with the exception of Worker's Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agree to a deductible or self-insured retention, Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance.
7. Each policy must be endorsed to require at least 30 days' notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor is unable to secure such endorsement, Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and Pollution Legal Liability insurance and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.

10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Contractor's liability shall not be limited to the limits of any required insurance.
13. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
14. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
15. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland as an Additional Insured.
16. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
17. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
18. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
19. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
20. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
21. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
22. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
23. Contractors or Subcontractors may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
24. To the fullest extent permitted by law, the Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.
25. Contractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

- a. Certificates of Insurance, Certificate Holder must read:
Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
- b. Contract Number shall be referenced in the Description of Operations
- c. Copy of Additional Insured endorsement(s)
- d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy

BID NO. 23-044

LEASE OF WIDE FORMAT PRINTERS

DETAILED SPECIFICATIONS

REQUIREMENTS

Harford County, Maryland, (the "County"), seeks a Contractor to provide wide format printers for lease to various County locations as specified below.

The Contractor to provide all necessary supervision, labor, tools, materials, and safety equipment to perform the following tasks:

- A. Provide equipment, associated equipment, and service as per specifications for lease. Service, Maintenance, and Supplies: include current software and print drivers; include all parts, service, labor, and travel; include all consumable supplies of paper and toner; include delivery, installation and training. (Training to consist of 3-4 sessions)
- B. Deliver equipment to all destinated locations with all freight FOB destination.
- C. One (1) set of supplies (developer, toner, roll of bond paper) shall be delivered with each printer/plotter. Replacement developer, toner, black and white/color ink, print heads, maintenance cartridges and paper (20lb bond for black and white machines and 24lb bond for color machines) shall then be supplied within 24 hours after verbal or faxed request at no cost through the duration of the agreement.
- D. Any equipment or software required to support the printers/plotters must be included in the bid price. Software/firmware upgrades must be included in the lease agreement at no additional charge.
- E. The vendor shall include a technical description and documentation of each printer/plotter being offered. The documentation should include detailed information about connections, network topology requirements, maintenance procedures, diagnostics and any other applicable information deemed suitable and necessary to the bidder.
- F. All power cords and connection cables should be included.
- G. Vendor shall supply training to personnel utilizing the machines within 24 hours after delivery and set up of machine. Multiple training sessions may be required.
- H. Bids must include all service and maintenance for the estimated usage per printer/plotter.
- I. Vendor shall submit a written guarantee that the lease/rental agreement shall remain with the bidder for the duration of the contract and not assigned to a third party.
- J. The vendor shall provide all necessary equipment, license, software and documentation required for the proper installation and function of the system.
- K. Monthly paper volume over 1,500 square feet with excess square footage shall be billed with a maximum allowance of no more than \$0.15.

- L. Monthly paper volume over 5,000 square feet with excess square footage billed with a maximum allowance of no more than \$0.05.

BASIS OF AWARD

Contract award may be based on the lowest responsive and responsible bidder for the total bid. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

TERM

The term of this Agreement (“Term”) shall be for one (1) year from date of execution of this Agreement, with the County having the exclusive option of extending the Agreement for four (4) additional one (1) year periods under the same terms, conditions, and prices. The option to extend shall be exercised in writing no fewer than thirty (30) days prior to the expiration of the current Term.

DELIVERY

Delivery of machines must be complete no later than 3:00 PM in August 30, 2022
Delivery sites are as follows:

Department of Public Works
Division of Water and Sewer – Administration and Engineering
3334 Abingdon Road – 1st Floor
Abingdon, Maryland 21009

Department of Public Works
Division of Water and Sewer – Maintenance
3111-A Philadelphia Road
Abingdon, Maryland 21009

Department of Planning and Zoning
220 South Main Street – 1st Floor
Bel Air, Maryland 21014

Department of Inspections, Licenses and Permits
220 S. Main Street – 1st Floor
Bel Air, Maryland 21014

Department of Public Works
Division of Highways Engineering
212 South Bond Street – 3rd Floor
Bel Air, Maryland 21014

Department of Parks & Recreation
1809 Fallston Road
Fallston, Maryland 21047

Department of Emergency Services
2220 Ady Road
Forest Hill, Maryland 21050

QUALITY ASSURANCE

- A. Equipment shall be new merchandise representing the highest standards of quality.

MACHINE SPECIFICATIONS

A. Department of Public Works

Division of Water and Sewer Administration and Engineering

Contact: Pam Simper at 410-638-3300 ext 1058

3334 Abingdon Road

Abingdon, Maryland 21009

1. Single piece of equipment
2. Monthly paper volume approximately 2,750 sq. ft.
3. Maximum size 83" x 44" (footprint)
4. Wide format color and black/white copies
5. Wide format scans in color and black/white
6. Top integrated scanner for copying and scanning
7. Top delivery tray with active curl guide and air separation up to 50 D size plots
8. Roll options – 2 rolls with length capacity 300ft.
9. Scanning media 11" up to 36" wide x 52 ft. long
10. Uninterrupted operation: print, copy, scan, add ink, add paper while in use
11. Automatic feed, cut and size
12. Input media submission: local USB flash drive, controller
13. Scan formats: PDF (PDF/A), TIFF, JPEG, multipage TIFF and multipage PDF
14. Scan at 100, 200, 300, 400 or 600 dpi.
15. PDF license
16. Print resolution: 600 x 600 dpi
17. Print speed: black and white 42 seconds for E size plot and color 63 seconds for E size plot
18. Media type: uncoated bond paper, coated bond paper, photo, transparency, mylar and films
19. Connection to network windows drivers for Windows 10 server
20. Browser based web interface for job management, system settings, status and network configurations
21. Embedded controller with Windows 10
22. Easy to understand user panel
23. 1gb memory
24. 160gb hard drive
25. Control page description language: HP-GL, HP-GL/2, TIFF, JPEG, DWF, ADOBE PS/PDF, ASCII, Cal Comp 906/907/951
26. System warms up not to exceed 5 minutes
27. One touch template for recurring tasks
28. Web base job submitter from any desktop without installing additional software

B. Department of Public Works

Division of Water and Sewer Maintenance

Contact: Christine Enderlein at 410-612-1612 ext. 7705

3111-A Philadelphia Road
Abingdon, Maryland 21009

1. Single piece of equipment
2. Monthly paper volume approximately 400 sq. ft.
3. Maximum size 83" x 44" (footprint)
4. Wide Format color and black/white copies
5. Wide format scans in color and black/white
6. Top integrated scanner for copying and scanning
7. Top delivery tray with active curl guide and air separation up to 50 D size plots
8. Roll options – 2 rolls with length capacity 300 ft.
9. Scanning media 11" to 36" wide x 52 ft. long
10. Uninterrupted operation: print, copy, scan, add ink, add paper while in use
11. Automatic feed, cut and size
12. Input media submission: local USB flash drive, controller
13. Scan formats: PDF (PDF/A), TIFF, JPEG, multipage TIFF and multipage PDF
14. Scan at 100, 200, 300, 400 or 600m dpi.
15. PDF license
16. Print resolution: 600 x 600 dpi
17. Print speed: black and wife 42 seconds for E size plot and color 63 seconds for E size plot
18. Media type: uncoated bond paper, coated bond paper, photo, transparency, mylar and films
19. Connection to network windows drivers for Windows 10 server
20. Browser based web interface for job management, system settings, status and network configurations
21. Embedded controller with Windows 10
22. Easy to understand user panel
23. 1gb memo
24. 160gb hard drive
25. Control page description language: HP-GL, GL/2, TIFF, JPEG, DWF, ADOBE PS/PDF, ASCIL, Cal Comp 906/9-07/951
26. System warms up not to exceed 5 minutes
27. One touch template for recurring tasks
28. Web base job submitter from any desktop without installing additional software

C. Department of Planning and Zoning
Contact: Sandra Caudell at 410-638-3103 ext. 3116
220 South Main Street – 1st Floor
Bel Air, Maryland 21014

1. Monthly paper volume approximately 2,000 sq. ft.
2. Output speed 6 "D's" per minute or more

3. Color copy to inkjet
4. USB "file to print"
5. 2 paper roll capacity
6. Set copy/collate
7. 50 sheet top stacker
8. PDF printing
9. Accounting/job tracking
10. Advanced color scanning
11. 600 x 600 dpi
12. 80gb hard drive or more

D. Department of Inspections, Licenses and Permits
Contact: Christine Flenner at 410-638-3344 ext. 3088
220 S. Main Street – 1st Floor
Bel Air, Maryland 21014

1. Monthly paper volume approximately 1,000 sq.ft.
2. Black/white printing only
3. Minimum 4 "D" sheets per minute
4. Two paper roll – 36" wide
5. Bond and mylar capable
6. Set copy/collate
7. 50 sheet "top" stacker
8. 600 x 600 dpi
9. Color scan to file
10. Scan formats: PDF, TIFF, JPEG
11. 600 x 600 dpi adjustable scanning
12. Network capable
13. USB "file to print"
14. PDF printing (PDF postscript drivers)
15. WIN/CAD print drivers
16. Accounting/job tracking
17. 80gb hard drive

E. Department of Public Works
Division of Highways Engineering
Contact: Renee Baumgardner 410-638-3509 x1275
212 South Bond Street – 3rd Floor
Bel Air, Maryland 21014

1. 36 inch monochrome and color scanning
2. 36 inch monochrome and color copying and printing
3. 500 GB Hard Drive
4. 128 GB (2 GB Physical) Printer RAM
5. 2 roll paper feeder
6. 100 print top output stacker

7. Front output basket
8. 4 "D" size pages per minute (black and white)
9. Supports bond and mylar media
10. Operating System compatible with Windows 7 (32/64-bit), Windows 8.1 (32/64-bit), Windows 10 (32/64-bit), Windows Server 2008 R2, (32/64-bit), Windows Server 2012 (64-bit), Windows Server 2016 (64-bit), and Windows Server 2019 (64-bit)
11. Scanner: Minimum 600 dpi optical resolution; image viewer, TIFF, PDF, and JPEG scanning formats and scan to copy/file/email capabilities
12. Software: Concurrent printing and scanning capabilities; copy set collating; accounting manager, printer driver, and compatible with TIFF, PDF, and JPEG formats

F. Department of Parks and Recreation

Contact: Angela Hoover at 410-638-3535 ext. 7642
 1809 Fallston Road
 Fallston, Maryland 21047

1. Monthly paper volume approximately 400 sq. ft.
2. Single piece of equipment
3. Maximum size 83" x 44" (footprint)
4. Wide Format color and black/white copies
5. Wide format scans in color and black/white
6. Top integrated scanner for copying and scanning
7. Top delivery tray with active curl guide and air separation up to 50 D size plots
8. Roll options – 2 rolls with length capacity 300 ft.
9. Scanning media 11" to 36" wide x 52 ft. long
10. Uninterrupted operation: print, copy, scan, add ink, add paper while in use
11. Automatic feed, cut and size
12. Input media submission: local USB flash drive, controller
13. Scan formats: PDF (PDF/A), TIFF, JPEG, multipage TIFF and multipage PDF
14. Scan at 100, 200, 300, 400 or 600m dpi.
15. PDF license
16. Print resolution: 600 x 600 dpi
17. Print speed: black and wife 42 seconds for E size plot and color 63 seconds for E size plot
18. Media type: uncoated bond paper, coated bond paper, photo, transparency, mylar and films
19. Connection to network windows drivers for Windows server 2010 and Windows 10
20. Browser based web interface for job management, system settings, status and network configurations
21. Embedded controller with Windows 10
22. Easy to understand user panel
23. 1 gb memo

24. 160 gb hard drive
25. Control page description language: HP-GL, GL/2, TIFF, JPEG, DWF, ADOBE PS/PDF, ASCIL, Cal Comp 906/9-07/951
26. System warms up not to exceed 5 minutes
27. One touch template for recurring tasks
28. Web base job submitter from any desktop without installing additional software

G. Department of Emergency Services

Attn: Randy Cunningham 410-638-4900 Ext. 4808

2220 Ady Road

Forest Hill, Maryland 21050

1. Monthly paper volume approximately 400 sq. ft.
2. Single piece of equipment
3. Maximum size 83" x 44" (footprint)
4. Wide Format color and black/white copies
5. Wide format scans in color and black/white
6. Top integrated scanner for copying and scanning
7. Top delivery tray with active curl guide and air separation up to 50 D size plots
8. Roll options – 2 rolls with length capacity 300 ft.
9. Scanning media 11" to 36" wide x 52 ft. long
10. Uninterrupted operation: print, copy, scan, add ink, add paper while in use
11. Automatic feed, cut and size
12. Input media submission: local USB flash drive, controller
13. Scan formats: PDF (PDF/A), TIFF, JPEG, multipage TIFF and multipage PDF
14. Scan at 100, 200, 300, 400 or 600m dpi.
15. PDF license
16. Print resolution: 2400 x 1200 dpi Max
17. Print speed: black and white 42 seconds for E size plot and color 63 seconds for E size plot
18. Media type: uncoated bond paper, coated bond paper, photo, transparency, mylar and films
19. OS Compatibility windows 10(32/64bit)
20. Standard interface of USB 2.0 High-Speed 10/100/1000 based-T/TX with browser-based web interface for job management, system settings, status and network configurations
21. Number of nozzle 15,360 total, MBK: 5,120 nozzles with 1200 dpi nozzle pitch non-firing nozzle detection and compensation
22. Embedded controller with Windows 10
23. Easy to understand user panel
24. 1gb memo
25. 160gb hard drive

26. Control page description language: HP-GL, GL/2, TIFF, JPEG, DWF, ADOBE PS/PDF, ASCIL, Cal Comp 906/9-07/951
27. System warms up not to exceed 5 minutes
28. One touch template for recurring tasks
29. Web base job submitter from any desktop without installing additional software