

**BARRY GLASSMAN**  
HARFORD COUNTY EXECUTIVE

**BILLY BONIFACE**  
DIRECTOR OF ADMINISTRATION



**KAREN D. MYERS**  
DIRECTOR OF PROCUREMENT

**MEMORANDUM**

**TO:** Karen D. Myers  
Director of Procurement

**FROM:** RFP Consultant Selection Committee

**DATE:** December 22, 2015

**RE:** 16-085 Pump, Motor and Mechanical Equipment Maintenance Services RFP

A request for Proposals for Pump, Motor and Mechanical Equipment Maintenance Services was publicly advertised. Three firms responded.

Request for Proposals were received from the following three firms:

Team Service Corporation  
EMH Environmental  
DSI, Inc.

Members of the Consultant Selection Committee are:

Jim Hynes, Superintendent of Maintenance Water & Sewer  
Brad Edwards, Assistant Superintendent Operations- Pump Stations Water & Sewer  
Carty Ingram, Assistant Superintendent Operations Maintenance Section Water & Sewer  
Scott Valis, Assistant Superintendent Wastewater Operations  
Allen Webb, Acting Superintendent of Water Operations, AWTP  
Dan Guthrie CPPB, Chief of Procurement, Department of Procurement

*Maryland's New Center Of Opportunity*

410.638.3550 | 410.879.2000 | TTY Maryland Relay 711 | [www.harfordcountymd.gov](http://www.harfordcountymd.gov)

220 South Main Street, Bel Air, Maryland 21014

THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST

Request for Proposals were based on the following technical criteria:

Evidence of Experience	20 Points
Detailed Resumes	20 Points
Project Specific Work	20 Points
Adequate Resources	10 Points
Subcontractors	10 Points

#### TECHNICAL SCORES

Team Service Corporation	58.0
EMH Environmental	55.3 *
DSI, Inc	73.0

#### COST PROPOSALS / COST SCORES

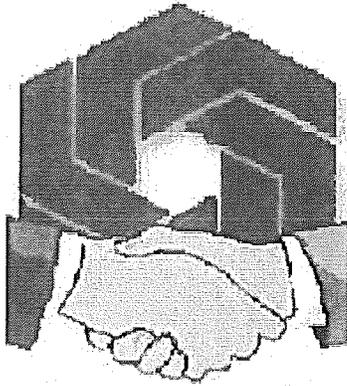
Team Service Corporation	\$55,000.00	/	20
EMH Environmental	* N/A		
DSI, Inc	\$55,000.00	/	20

#### TOTAL SCORES

	Technical Score	Cost Score	Total Score
Team Service Corporation	58	20.0	78
EMH Environmental	55.3*	*N/A	*N/A
DSI, Inc.	73	20.0	93

The Consultant Selection Committee recommends award of the Pump, Motor and Mechanical Equipment Maintenance Services contract to DSI Inc. of Baltimore, Maryland and Team Service Corporation of Baltimore, Maryland in the combined Not to Exceed amount of \$500,000.00 per year.

Note\* Technical score must be 56 point or higher for a firm's cost proposal to be opened.



# **BRCPC**

## **Baltimore Regional Cooperative Purchasing Committee**

Visit our web site at <http://baltometro.org>

**REQUEST FOR PROPOSAL NO. 16-085  
PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES**

Due Date: December 1, 2015, Time: 5:00 PM  
Question Due Date: November 18, 2015, Time: 5:00 PM

**Direct all questions to the lead agency:**

Tabitha Lowe, Procurement Agent II

Phone: (410) 638-3550

Email: [tlowe@harfordcountymd.gov](mailto:tlowe@harfordcountymd.gov)

HARFORD COUNTY, MARYLAND

Department of Procurement

220 S. Main Street, 3<sup>rd</sup> Floor

Bel Air, Maryland 21014

Amendments to solicitations often occur prior to proposal due date and sometimes within as little as 48 hours prior to proposal due date. It is the potential vendor's responsibility to frequently visit the Purchasing web site to obtain amendments once they have downloaded a solicitation.

All original and duplicate proposals and other attachments, related documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

**PROPOSER CHECKLIST**

- Have you signed your proposal?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE**  
**REQUEST FOR PROPOSAL NO. 16-085**  
**PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES**

**TABLE OF CONTENTS**

Invitation for Proposals and General Terms and Conditions for Solicitations

Introduction	Pages 1 – 9
Scope of Services (Attachment A)	Attachment A-1 – A-11
Proposal Affidavit (Attachment B)	Attachment B-1 – B-4
Client References	Attachment C - 1
Price Proposal	PP-1- PP-4
Sample Contract	PA-1 thru PA-5

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCCPC)**

**GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS**

**1. INSTRUCTIONS, FORMS AND SPECIFICATIONS**

- 1.1 All proposals are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All proposals must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the contractor is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to contractors.
- 1.4 Proposals must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all proposals in ink (or in the case of electronic solicitation, digitally). All proposals shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Proposals received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any contractor who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing not less than 7 days before the scheduled opening of proposals. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all contractors in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the contractor's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCCPC.
- 1.9 The Purchasing Agent will notify contractors of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at [www.harfordcountymd.gov](http://www.harfordcountymd.gov). Addenda to solicitations are sometimes issued within as

little as 48 hours prior to bid opening. It is each potential contractor's sole responsibility to frequently visit the web site to obtain all addenda.

## 2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful contractor upon the award of the solicitation, and to successful contractors upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful contractor, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

## 3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive contractor(s) for competitive sealed proposals and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the contractor(s) specified, all proposals submitted shall be irrevocable for 120 calendar days following bid opening date, unless the contractor(s), upon request of the Purchasing Agent, agree to an extension. No contractor may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Proposals shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Proposals requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful contractor may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all proposals, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCP's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in proposals as the interest of the public or BRCP and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCP.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Contractors shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.

- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful contractor for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful contractor. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful contractor must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Contractors are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

## 8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quantity and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive contractors.
- 8.2 A contractor shall offer a price on only one unit. Even though two or more units may meet specifications, Contractors must determine which to offer. Submission by a contractor for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.
- 8.3 Proposals that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All proposals must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful contractor when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Contractor when providing a service to the BRCPC.

## 9. HOLD HARMLESS/INDEMNIFICATION

The successful contractor shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and

resulting from any act or omission committed in the performance of the duties and obligations of the successful contractor under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful contractor to perform duties or obligations thereunder. The successful contractor shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful contractor shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

10.1 The successful contractor shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workmen's Compensation, Liability, and Property Damage as will protect the successful contractor from claims under Workmen's Compensation Acts and also such insurance as will protect the successful contractor and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful contractor or any subcontractor or any agent directly or indirectly employed by any of them.

10.2 During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to the County in the event of material change or cancellation.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/accident \$100,000/employee disease \$500,000/disease aggregate
Bodily and Personal Injury	\$1,000,000 per person \$1,000,000 per occurrence
General Liability (including Contractual but excluding Completed Operations)	\$2,000,000 general policy aggregate per project.
Business Automobile Liability Insurance	\$1,000,000 combined single limit for bodily Injury and/or property Damage

Umbrella Excess Liability \$1,000,000/occurrence  
Insurance \$1,000,000/aggregate limit

Fire and Extended Coverage Actual cash value  
(including Vandalism and Malicious  
Mischief) covering all material and  
Equipment at the job site furnished  
Under contract; but excluding  
Contractor's, subcontractor's  
Or Owner's tools and equipment  
And property owned by  
Employees.

Special perils as Amount of contract sum  
Described in the per loss for all work at  
latest Insurances the job site.  
Services Office form  
approved in Maryland

County is to be additional insured in the Contractor's commercial general liability and umbrella excess insurance. The County is to be a named insured in the builder's risk policy.

Contractor shall obtain the above-referenced insurance for the County, himself and his subcontractor in connection with their operations under this contract and at the job site until construction work is completed and accepted by the County.

- b) 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.
- c) 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.
- d) 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 its 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.
- e) 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.
- f) Policies for commercial general liability insurance must be written to protect the Contractor against claims arising from operations of subcontractors.

g) In all cases, Certificates of Insurance shall be forwarded to the County in duplicate. The County shall be listed for notification in event of cancellation. Certificates must be filed before starting any work at the site.

h) It is understood and agreed that the Contractor has bonded or will bond each of his employees engaged on the Project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the County any sum or sums recovered from the Bonding Company arising out of acts of said employees involving funds of the County or property of the County. The bonds shall provide that coverage shall extend to and include the property of the County utilized in this project.

i) Any and all return premiums and dividends for insurance directly charged to the County by the Contractor in connection with this Agreement shall belong to and be payable to the County.

j) The contractor and his subcontractors shall maintain and make available for audit by the insurance company their representative payrolls and other records relating to the work reasonably necessary for the purpose of computing insurance premiums. The Contractor shall assure that such information and records shall also be made available by his subcontractors.

k) The Contractor and subcontractor shall provide, at their own expense, automobile bodily injury and property damage liability insurance covering all automobiles whether owned, hired, or non-owned operated by or on behalf of the Contractor or subcontractors, with not less than the following limits:

Bodily Injury \$1,000,000 per person  
\$1,000,000 per occurrence  
Property Damage \$1,000,000 per occurrence

l) Prior to beginning work at the job site, the Contractor and subcontractor shall furnish to the County, Certificates of Insurance as evidence of the existence of such automobile liability insurance. Such certificates shall contain a ten (10) day prior written notice of cancellation or material change to the County.

m) Contractors or subcontractors may at their own cost and expense obtain insurance additional to that required by the County under this Contract.

n) 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 construction or operation of the Project) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole 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.

11. DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful contractor. The participating jurisdiction shall pay all reasonable costs incurred by the successful contractor up to the date of termination in connection with that participating jurisdiction's contract only. The successful contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful contractor has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful contractor is entitled to any reasonable costs incurred by the successful contractor up to the date of termination. The successful contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful contractor agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful contractor's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful contractor shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participation jurisdiction, and the successful contractor shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the contractor's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all proposals, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful contractor shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Contractors who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the contractor's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All contractors 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 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](http://www.dat.state.md.us/sdatweb/sdatforms.html) - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful contractor will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

**“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.**

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful contractor contain the entire understanding between the successful contractor and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful contractor and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the contractor be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal//State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Proposals/proposals will be available for public inspection except to the extent that a contractor designates trade secrets or other proprietary data to be confidential. A contractor's designation of material as confidential

will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

## REQUEST FOR PROPOSALS

RFP No. 16-085

### PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES

#### 1. INTRODUCTION:

##### 1.1 Request for Proposal Objective

This Request for Proposals is to solicit contractors to furnish all labor, materials, supplies, tools and equipment (including proper rigging) necessary to perform the require services outlined in the Request for Proposals. Use of sub-contractors is permitted.

##### 1.2 Issuing Office

Harford County  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
Attn: Tabitha Lowe, Procurement Agent  
Email: tlowe@harfordcountymd.gov

##### 1.3 Request for Proposal Schedule

1.31 A pre-proposal meeting will be held on Tuesday, November 10, 2015 at 10:00 A.M. in the Conference Room at Abingdon Water Treatment Plant, 3340 Abingdon Road, Abingdon, Maryland 21009.

1.32 Emailed requests for clarification and additional information must be received in the Issuing Office not later than 5:00 p.m. EST on November 18, 2015 to ensure adequate time to prepare and circulate any necessary addenda to all contractors.

1.33 One (1) original and four (4) sealed copies of the technical proposal and one (1) copy of the cost proposal must be received in the Issuing Office no later than the close of business (5:00 p.m. EST) on December 1, 2015. Copies of the Technical and Price Proposal shall be separately sealed, see Section 5 for specific directions for proposal preparation and submission.

1.34 There will be no public opening for the proposal submissions.

1.35 Proposals submitted in response to this RFP are irrevocable for 120 days after the proposal due date.

1.3.6 Award of the contract is anticipated in December, 2015.

## **2. GENERAL INFORMATION FOR CONTRACTORS**

### **2.1 Reservations**

The County reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible contractors in any manner necessary to serve its best interests.

### **2.2 Addenda**

Any necessary additions or corrections to this RFP will be made by addenda, and issued to all contractors of record. Addenda become part of the RFP, and must be acknowledged by each contractor; failure to acknowledge any addenda shall not relieve contractors of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

### **2.3 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of contractor ability to satisfy the requirements of this RFP.

### **2.4 Incurred Expenses**

Contractors are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

### **2.5 Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, the contractor accepts the terms and conditions set forth herein.

### **2.6 Public Information Act Notice**

Contractors shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed in accordance with §806 of the Harford County Charter.

**2.7 Evidence of Contractor Responsibility**

The County may require contractors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary to determine contractor responsibility.

**2.8 Award Without Discussions**

The County reserves the right to accept the best written proposal without further discussions Contractor should ensure that the initial proposal is both complete, and competitively priced.

**2.9 Contractor Responsibilities; Subcontractors**

The County will enter into a contract with the selected contractor only, and that contractor shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the contractor.

**2.10 Conflicts of Interest**

The contractor shall identify any actual or potential conflicts of interest that exist, or which may arise if the contractor is recommended for award, and propose how such conflicts might be resolved.

**2.11 Financial Disclosure**

The successful contractor shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of: (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

**2.12 Political Contribution Disclosure**

The successful contractor shall comply with the provisions of Article 33, §30-1 et seq. of the Annotated Code of Maryland, which requires that every contractor or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of

Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

**2.13 Anti-Bribery Affidavit**

Section 16-202, State Finance and Procurement Article requires that each contractor seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be submitted with the technical proposal.

**2.14 Non-Collusion**

By its signature on the proposal documents submitted, the successful contractor attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the contractor, or themselves, to obtain information that would give the contractor an unfair advantage over others, nor has it colluded with anyone for and on behalf of the contractor, or itself, to gain any favoritism in the award of this RFP.

**2.15 Compliance with Laws**

By submitting a response to this solicitation, contractor represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

**2.16 Governing Law**

The laws of Harford County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

**2.17 Cooperative Procurement**

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 proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. 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 Contractor. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

**2.18 Acceptance Time**

By submitting a proposal under this solicitation, the contractor agrees that Harford County has within 120 days after the due date in order to accept the proposal. Harford County reserves the right to reject, as unacceptable, any proposal that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the contractor, the acceptance time for the proposal may be extended.

**2.19 Billing and Payment**

The successful contractor shall keep accurate, document records of time, material and transportation allocable to this contract. Payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with within County approval.

**2.20 Insurance Requirements**

2.20.1 Prior to the execution of the contract, the successful contractor must obtain, at its own cost and expense, and keep in full force and effect until termination of the contract, the following insurance, written by companies licensed to do business in the State of Maryland.

2.20.2 The coverage will be evidenced by a certificate of insurance issued directly to the County by the contractor's agent, and provide 60 days written notice to the County of cancellation or material change in coverage. A two-year extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All

liability policies shall name Harford County, Maryland as an additional insured.

2.20.3 Required Coverages and Limits:

.1	Architects and Engineers errors and omissions insurance (professional liability):	\$1,000,000
.2	Valuable Papers Insurance:	35% of fee
.3	Automobile Liability (owned, hired and non-owned automobiles):	\$1,000,000
	Bodily injury, person	\$1,000,000
	Bodily injury, per occurrence	\$1,000,000
	Property damage, per occurrence	\$1,000,000
.4	Commercial General Liability:	\$1,000,000
	Bodily injury, property damage or medical expenses, per occurrence:	\$1,000,000
	Bodily injury, property damage and personal injury claims:	\$1,000,000
.5	Workers Compensation:	Statutory limit

**2.21 Reciprocal Preference For Local Contractors**

2.21.1 When contractual services are purchased through the proposal process established by this chapter, the County may give a preference to the local contractor who is the lowest responsible local contractor if:

- .1 A contractor whose principal place of business is in another county or state is the lowest responsible contractor;
- .2 The other county or state gives a preference to its local contractors; and
- .3 A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.

2.21.2 A preference given under this section shall be identical to the preference that the other county or state gives to its local contractor.

**3. DESCRIPTION OF REQUIREMENTS**

**SCOPE OF SERVICES**

See enclosed Scope of Services. (Attachment A)

**4. EVALUATION AND SELECTION CRITERIA:**

**4.1 Evaluation Committee**

The County has established an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows:

**4.2 Evaluation Criteria**

The technical proposal is worth 80% and the price proposal is worth 20% of the evaluation criteria. The technical proposal is comprised of five (5) categories to evaluate the overall technical qualifications of the contractor. The categories and their weight are described below:

Harford County reserves the right to award all or part of the project based solely on the best interest of the County as determined by the Director of Procurement.

**4.3 Technical Proposal (80%)**

The technical proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

4.3.1 A. All Contractors shall supply evidence of having at least five (5) years' experience in the maintenance of the type of equipment covered by this contract. The experience demonstrated shall include applications such as troubleshooting, inspection, repair and establishment of planned systematic preventive/predictive maintenance systems.

**(20 Points)**

4.3.2 B. Contractor shall include detailed resume(s) with the experience of key personnel (i.e. owners, shop manager, technicians, machinists, etc.) who will be working on County equipment. Certifications must be included for all listed personnel to show they are qualified to perform services within. (i.e. - EASA AR-100 for motor work).

**(20 Points)**

4.3.3 C. Provide examples of project specific work, estimating performance on past projects in terms of cost control quality of work and compliance with performance schedules, including past and/or current other Government Agencies and/or private industry. Provide letters of evaluations and/or recognition by other clients. Include a Point of Contact with current telephone and e-mail address for each contract/project listed. List 3 clients that your company has performed the requested services per this RFP Requirement within the past five (5) years with included information on ATTACHMENT C.

**(20 Points)**

4.3.4 D. Contractor must have adequate resources to provide the work required under this bid. These items include personnel, facilities, equipment, tool, field service, emergency service (24 hours-7 days a week), parts availability, technical resources, etc. Contractor shall state the Methods available, (i.e. cell phone, pager numbers, etc.) **(10 Points)**

4.3.4 E. Use of subcontractors, if applicable, to perform any of the requirements of this Contract, but subcontractors **must be listed** in this submittal. Subcontractors also must meet the above qualifications. Any certificates for training or factor certification should be provided for all subcontractors being submitted as well as with the Technical package. **(10 Points)**

**4.4 Price Proposal (20%)**

4.4.1 The Committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available technical proposal points.

4.4.2 The Committee will award the full twenty (20) points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest price proposal's 20 point total.

4.4.3 The rates, overhead, and burden, with applicable unit prices for reimbursables, will be firm for twelve (12) months following the date of award.

4.4.4 The Committee may enter into cost and scope negotiations, only with the highest rated firm. If the Committee and firm cannot agree upon the scope and cost, the Committee will negotiate with the next highest rated firm. This process is continued until a fair and reasonably priced contract can be awarded.

**4.5 Final Ranking and Selection**

4.5.1 The Committee will recommend to the Director of Procurement award to the responsible contractor whose proposal is determined to be most advantageous to the County, considering both the technical and price factors outlined above.

4.5.2 The Committee's recommendation is subject to approval of the Harford County Board of Estimates.

**5. INFORMATION REQUIRED IN PROPOSAL SUBMISSION:**

**5.1 Two-Volume Submittal**

5.1.1 Each contractor must submit one (1) original and five (5) copies of its technical proposal, with the original clearly marked. A brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with required affidavit(s) attached must accompany the technical proposal. See ATTACHMENT B.

5.1.2 The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee, each contractor must submit one (1) original and one (1) copy of the price proposal, using the form provided herein, separately sealed in an envelope clearly marked with the words "Price Proposal," and the RFP number/title.

5.1.3 The Contractor shall submit proposal to:

Harford County Government  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
Attention: Tabitha Lowe, Procurement Agent  
*16-085 – PUMP, MOTOR AND MECHANICAL EQUIPMENT  
MAINTENANCE SERVICES*

**6. BASIS OF AWARD**

The contractor with the highest combined technical and price rating will be recommended to the Harford County Board of Estimates for an award of contract. Harford County reserves the right to make multiple awards. The contractor with the highest overall score will be designated as the contractor contacted first for service. If the contractor is not able to respond when requested, the next awarded contractor will be contacted for service request.

**ATTACHMENT A**  
**RFP No. 16-085**  
**PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES**

**SCOPE OF SERVICES**

**1. GENERAL REQUIREMENTS:**

- A. The contractor shall furnish all labor, materials, supplies, tools and equipment (including proper rigging) necessary to perform the required services outlined in the Invitation for Proposals. Use of sub-contractors permitted but must follow same requirements.
- B. Safety Laws of Maryland and County Safety policies shall be followed. The contractor shall furnish all safety equipment. Contractor agrees that it shall be solely responsible for supervising its employees.
- C. The Specifications pertain to various water and wastewater treatment plants, water booster stations, and wastewater pumping stations located throughout Harford County. Scope of repair services shall include, but not limited to; pumps, motors, blowers, drive units, valving, bar screens, and all other related mechanical components in operations. Support services shall be included, but not limited to; vibration analysis, maintenance inspection consultations, equipment laser alignment, welding, metal fabrications, and other related services as needed.
- D. This specification is intended to be restrictive to factory parts only, since these units are intended to perform a specific function within the HC DIV of W&S and the minimum requirements must be met. Use of aftermarket or shop built replacement parts shall be at the discretion of the County on case by case basis.

**2. FAMILIARITY WITH THE WORK:**

- A. After the proposal is awarded, and prior to start of work to be performed, the successful contractor shall be allowed to visit each site, examine the equipment, and familiarize themselves with the full nature and extent of the work to be done, as needed. All sites are located within the Harford County grid and addresses given case by case, as needed. The contractor shall obtain all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. Access to all sites can be arranged by special appointment by contacting Mr. Jim Hynes at (410) 638-3939 or cell (410) 937-1033.

- B. It is the sole responsibility of each bidder to familiarize themselves with the County equipment involved and the extent of the services required through his own inspections, and such other information as he may select to secure and may otherwise undertake to verify. No claim for extra payment will be allowed for work that may be requisite to the proper execution of the contract. Contractors must have rigging equipment available and a certificate for rigging operation. Contractors may use a sub-contractor for rigging work that may be required. All sub-contractors must have a certificate for rigging and meet all the safety requirements and specifications in this bid.

3. **HOURS OF WORK:**

- A. All work shall be performed Monday through Friday (excluding County holidays) between the hours of 7:00 a.m. and 3:00 p.m. except for emergencies or pre-arranged by the contractor with the County.
- B. The contractor shall notify the County prior to commencement of any work. Contractor shall not deactivate or operate any equipment without prior consent of County personnel. The County Supervisor will be responsible for coordination of any planned shutdowns with Operations personnel. Process control must be maintained at all times.

4. **TERM OF CONTRACT:**

The term of the contract shall cover the period from the date of award through one year, with Harford County having the exclusive option of extending the contract for three (3) additional one (1) year periods. The County reserves the right to terminate the Contract at any time.

- A. **ESCALATION.** All prices offered herein shall be firm against any increase for one (1) year from the effective date of this proposed contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average — All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. Harford County reserves the right to accept or reject the request for a price increase within thirty (30) days.

5. **TIME FOR COMPLETION OF WORK:**

On-call and Emergency service shall be provided within the time stipulated herein. Due to requirements set forth by the type of services we provide, it is essential that the Contractor respond to on-call or emergency service requests within the time stipulated. Failure, by the contractor, to respond within the time stipulated herein will automatically give to Harford County the right to have the service performed by

others and to charge the contractor the difference, if any, between the contract price and price paid to have the work done by others.

**6. QUANTITIES:**

- A. Quantities (hours) stated herein are given as a general guide or bidding and are not guaranteed amounts.
- B. Actual requirements may be more or less than quantities (hours) estimated herein. Additional quantities (hours) may be ordered during the term of the contract at unit prices set forth in the contract. If at the end of the term of the contract, the County has not placed orders for the total estimated quantities (hours) set forth in the contract, the contract will be considered as having been terminated.

**7. PROPOSAL PRICES, TAXES, QUOTES, INVOICING:**

Prices shall remain firm for the duration of the contract including the option year(s). 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. No tax whatsoever shall be charged to the County. The markup on parts shall not exceed 10% if requested supplied via this contract. No markup is allowed on any rental of equipment, only face values will be paid. No allowable markup is permitted on use of any subcontractors, which shall follow same procedures with-in this spec. Incidental costs (i.e. tolls, fuel, vehicle cost, etc.) shall be incorporated into hourly bid prices accordingly. Freight charges charged to contractors for supplies ordered for these services with-in will be paid for as invoiced via supported documentation. Any quotes for Contingent work may be requested by the County prior to work being authorized and shall be 'Not To Exceed' (NTE) quotes from the contractor based on scope given and estimated material and labor costs. The final invoice must show actual labor hours and material cost with invoices from suppliers to validate the actual final cost. Unless mutually agreed, the final cost must not exceed quoted cost.

**8. SUBMISSION OF PROPOSAL:**

- A. The Price Proposal shall be typewritten or legibly printed in ink. All blanks on the form must be completed. If a proposal contains any omissions, erasures, alterations, additions, or contains irregularities of any kind, such may constitute sufficient cause for rejection of the proposal.
- B. Proposals by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a

partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- C. All names must be typed or written below the signature.
- D. The contractor must submit with its proposal; documentation of experience, certifications, and qualifications, as stated with-in.

9. **MEASUREMENT & PAYMENT:**

- A. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work authorized in writing by the Water & Sewer Facility Superintendent or Chief of Operations. The vendor shall agree to replace, free of charge, any part that may break or fail by reason of defective material or workmanship within a period of one year from date of acceptance. Equipment is to be fully serviced and ready for operation.
- B. Items listed as **contingent** items in the Proposal are to be used and will be paid for only at the written direction and authorization of the Chief of Operations or the Water & Sewer Facility Superintendent. Payment under this section will be made for services rendered, including equipment and labor, in addition to those indicated or reasonably inferred from the Contract Documents for the non-contingent bid items. Harford County reserves the right to obtain other repair quotes deemed necessary per Procurement procedures, unless an emergency repair is required as deemed by Harford County.
- C. Invoices (along with all certified inspection reports) shall be submitted to Mr. Jim Hynes, Water & Sewer Facility Superintendent, within 30 days of the completion of each servicing. Payments will be made to the contractor within 30 days after receipt of invoices for **complete** services performed. Invoice must breakdown labor costs to indicate actual hours used times rate quoted. Also parts shall be listed, as stated in section 12 of this bid, and be itemized accordingly.
- D. **Proposal Items:**

**Proposal Item A: Normal On-Call Service Hourly Rates**

**Proposal Item B: Contingent 24Hour Emergency Service Hourly Rates**

**Proposal Item C Contingent Hourly Rates for Specialty Labor**

**Proposal Item A - Normal On-Call Service and Repair Hourly Rates**

Items listed as **contingent** items in the Proposal are to be used and will be paid for only at the written direction and authorization of the Chief of Operations or the Water & Sewer Facility Superintendent for non-emergency service calls. The services would include; but limited to; diagnostic

investigations, repairs, installation, or other needed related services. Payment under this section will be made for services rendered, including equipment and labor, in addition to those indicated or reasonably inferred from the Contract Documents for the non-contingent bid items. The contingent unit price shall include and cover all labor, tools, equipment, travel (with maximum allowable travel time of two (2) hours portal to portal) with no additional charges for any other item, i.e.- vehicle, equipment, mileage charges per each required technician (manpower required will be determined case by case in mutual agreement with Harford County Supervision). Harford County reserves the right to obtain other quotes for services, deemed necessary per Procurement procedures, unless an emergency repair is required as deemed by Harford County. Services shall be rendered with-in 48 hours of request or mutually agreed schedule.

**Proposal Item B - Contingent 24 hour Emergency Service Hourly Rates**

This contingent unit price quote item is on-call for unscheduled emergency service beyond normal work hours. This emergency request by the County shall be to correct equipment defects or failures on an as needed basis. The vendors unit price shall include and cover all labor, tools, equipment, travel (with maximum allowable travel time of two (2) hours portal to portal) and subsistence expenses on an hourly basis per technician (manpower required will be determined case by case and in mutual agreement with Facility Superintendent or Chief of Operations). This hourly rate shall apply to any additional technicians requested for emergency repair services.

Contractor shall respond to the County's request for emergency service within 1 hour by phone and within 2 hours (or sooner) of the time of the request regardless of the day of the year or time of day as warranted. Specialty work beyond this scope of inspection, if applicable, will be paid after quotes are authorized. If service is within normal work hours the rate shall be at normal rates, if service carries over into non-normal hours the Contractor may charge the emergency hourly rates (1.5 times normal hourly rates). Should unscheduled emergency service be requested by the County, and after investigation does not reveal any defect in the equipment for which the Contractor is responsible, the Contractor may invoice for such services at hourly rates as included in the Bid Form. If troubleshooting inspection warrants additional manpower then additional hourly rates, as stated with-in on the bid sheet, can be charged with pre-approval by on-sight County Supervisor. If Contractor does not respond within the two - (2) hour call-in time, the County reserves the right to seek other Contractors.

**Proposal Item C - Hourly Rates for Specialty Labor Rates**

This unit price shall be for specialty labor rates if applicable to special needs or circumstances. When mutually agreed and authority by the County is granted then these hourly rates may be utilized. This will be on a case by

case need. These rates are contingent only, and shall be identified accordingly.

10. **REPORTING:**

- A. After performing service at each facility, when requested by the County, the contractor shall place a "sticker" or "decal" on the serviced equipment in a visible location. The applique shall show:
- 1) The date service was performed, and
  - 2) The name of the contractor's representative who performed the service.
- B. For any equipment that requires certification, as requested on equipment repairs, the Contractor shall provide Harford County with **written** certification (i.e. - vibration analysis, laser alignment, etc.). The inspection report shall be submitted with the invoice for the service, along with the maintenance and repair reports. This includes any sub-contractor work, i.e. another shop performs specific task, it must have full report detailing parts and service required same as Contractor requirements

**NOTE:**

**Equipment at each site may be serviced by factory reps and vendors during warranty periods. When equipment comes out of the warranty period it will be covered under this contract, as determined by the County, case by case.**

11. **EMERGENCY SERVICE:**

Emergency service shall be provided to correct any equipment defect or failure and to apply the appropriate corrective action to restore the defective device to the manufacturer's original specifications or tolerances. This service shall be provided within ½ hour by phone and within **two (2)** hours to site required when requested by the County at the labor rate quoted. **If service is within normal work hours the rate shall be at normal rates, if service carries over into non-normal hours the Contractor may charge the emergency hourly rates (1.5 times normal hourly rates).** Should unscheduled emergency service be requested by the County, and after investigation does not reveal any defect in the equipment for which the Contractor is responsible, the Contractor may invoice for such services at hourly rates as included in the Bid Form. **If troubleshooting inspection warrants additional manpower then additional hourly rates (as stated on the bid sheet; Section A, item 2) can be charged with pre-approval by on-sight County Supervisor. If Contractor does not respond within the two - (2) hour call-in time, the County reserves the right to seek other Contractors.**

12. **PARTS SUPPORT:**

All parts and components required for repair and preventive maintenance shall be provided at the discretion of the County. The Contractor shall supply required lubricants. Additional needs for special parts not covered under this clause will be bought through the Contractor unless the Department of Procurement requires competitive pricing. Only authorized manufactured parts shall be used unless the County Maintenance Superintendent or Chief of Operations gives pre-approval in writing. **Payment for parts shall be based on the actual cost of the parts (paid invoice is required) plus a 10% markup, if applicable.** Any specification changes in materials or equipment shall be brought to the attention of the Harford County Supervisor immediately before use. (i.e. – change of lubricate, parts, etc. changed by the mfg. or by codes)

**A. WARRANTY**

Harford County must accept all replacement parts and equipment and installation before commencement of the warranty. All replacement parts and equipment will be under warranty for the period of one year from the date of installation and acceptance. The vendor shall agree to replace, free of charge (to include labor), any part that may break or fail by reason of defective material or workmanship within a period of 1 year from date of acceptance. If there is failure and corrected, the time period warranty starts at that point for another 12 months. Equipment is to be fully serviced and ready for operation.

Any part or equipment found to be defective shall be repaired or replaced at the expense of the Contractor during the warranty term. Any manufacturer's warranty documents shall be turned over to the Facility Superintendent at the completion of installation of the part or equipment.

Any specification changes in materials shall be brought to the Harford County Supervisors attention immediately before use. (i.e. – change of lubricate or packing material that has been changed by the mfg.).

All parts and components required for repair and preventive maintenance shall be provided at the discretion of the County. The Contractor shall supply required lubricants. Additional needs for special parts not covered under this clause will be bought through the Contractor unless the Department of Procurement requires competitive pricing. Only factory authorized manufactured parts shall be used unless the County Maintenance Superintendent or Chief of Operations gives pre-approval in writing. **Payment for parts shall be based on the actual cost of the parts (paid invoice is required) plus no more than a 10% markup.** Any specification changes in materials shall be brought to the Harford County Supervisors attention immediately before use. (i.e. – change of lubricate or packing material that has been changed by the mfg.).

**13. REQUIREMENTS FOR SERVICE AND REPAIRS:**

- A. Response to a routine service request will be provided within forty-eight (48) hours. Emergency service calls require two (2) hour response to sight.
- B. Equipment that requires disassembly and/or needs transported to contractors shop shall be done by the contractor. Assistance by County personnel will be at the authority of on-site County management as needed. County personnel will not be required to assist. The need for extra manpower, to perform any and all tasks, is the responsibility of the Contractor.
- C. In-shop repairs must be done within manufacturer specifications with documentation/certification if requested by Chief of Operations or the Facility Superintendent. Motors, pumps, gear boxes, or related components must be returned ready for service with all fits, tolerances, balances and applications to manufacturer specifications. The County reserves the right to inspect work on pending repairs at shop locations and receive return of any parts replaced, upon request. All repaired equipment shall be painted with-in manufacturers specifications, unless otherwise stated with-in, when returned for installation. The color shall be chosen, by the County, case by case.
- D. Service shall include a full report of what is needed to repair the unit to manufacturer's specifications, including labor hourly cost and parts costs (to include mark-up). Report shall include probable causes of failures and recommendations to avoid future problems. The County Maintenance Superintendent or Chief of Operations must approve all quotes.
- E. Installation and testing must be installed to manufacturer specifications, including alignments, impeller clearances and operational specifications. All motor installations must be within amp draw requirements with documentation of testing. All documents shall be included with service report.
- F. Lockout/Tagout (LOTO) procedures, as stated in CFR 1910.147, shall be followed and a mutual S.O.P. utilized. Both Contractor and County will install locks on energy control units, with clear marked tags. Testing of equipment returning to service shall be witnessed by designated County personnel and LOTO equipment mutually removed. If applicable, equipment is to remain in service for proper monitoring of operations during warranty periods.
- G. The Contractor shall do hazard reporting to the on-site Supervisor or the Facility Superintendent. Should any potential hazard be encountered, of any components or conditions that could constitute a hazard, it shall be reported immediately. This can be done verbally or in writing. If any task is performed in any Confined Space (as stated in CFR 1910.146) entry, required by the contractor, the County will inform them of the hazards, but will not aid in or supply any equipment to perform that task. If any task is required in any Hazardous Chemical location, the County will give notification and provide training (as stated in CFR 1910.119). At no time will the County provide any

equipment to the contractor to perform any task unless County employees are assisting with those tasks with mutual agreement with site management.

- H. Electrical hook-ups of equipment to be removed or installed shall be the responsibility of the Contractor. Proper rotation of equipment shall be verified during testing of equipment. All amperage and RPM shall be within manufacturer specifications. All work shall meet all current local and national electrical codes.
- I. Service to include, but not limited to, inspections, testing, mechanical repairs, design and installation recommendations, consultations, vibration analysis, laser alignment, and related mechanical services.
- J. The contractor shall be responsible for restoring any damages to area or equipment caused by the contractor or his employees during the performance of work under this contract. The site or equipment condition shall be equal to or better than the original condition. Work area must be kept clean and safe at all times.
- K. The contractor shall be responsible for provision of any permits or licenses necessary for the performance of work under this contract. Harford County will waive the required permit fees on County owned property.

14. **SCOPE OF WORK MINIMUM FOR  
REFURBISH SERVICE (i.e. - Pumps and Motors):**

- A. Reminder, all parts and lubricants to meet manufacturer specifications.
- B. Remove entire pump and/or motor assembly and transport equipment to your shop (to include volute and suction elbow, note base can remain and is not included in spec for re-painting), as needed.
- C. Disassemble, clean (dip and assure original paint coating is removed to white metal) and inspect at your shop.
- D. Inspect and perform dynamic balance shaft and impeller as needed, metalize and machine as needed to mfg. specs (any and all components).
- E. Provide and Install new stainless steel shaft sleeve if worn, wear ring, bearings, gaskets, o-rings, and any seals, also including machine housing tolerances for fit as needed. Note that a CPR bushing and G57 packing may be supplied from John Crane via Harford County and installed in place of normal packing (case by case as requested by Harford County).
- F. Volute and back plate to be inspected and recoated per mfg specs.
- G. Assure any sealing water systems are set properly and repaired as needed once installed as applicable. All tubing shall be replaced regardless of condition from housing to water source.
- H. Lubricate all bearings per mfg. guidelines. Label unit accordingly as applicable with type of lubricate installed (attach/mark at all fittings with waterproof type label). Also replace all grease fittings and /or reliefs on motor and pump. Type of lubrication must be included in final report.
- I. Provide and install new hardware where not already provided, replace with

hardware with stainless steel bolts and washers – all mounting flange hardware is to be replaced (piping to pump)

- J. Motor shall have applicable work scope above completed plus the stator windings must be tested (per EASA AR-100 recommended practice), if they fail they must be reinsulated and bake windings then retest, varnish treat, and load test (include test results in final report)
- K. Paint entire sewer units Tnemec Grey-Thunder Clap color (primer - 1<sup>st</sup> coat be Tnemec Omnithane Series I - 2.0 -3.0 dry film Mils, 2<sup>nd</sup> coat Hi-Build Build Epoxyline II Series N69 at 3.0 – 4.0 mil thick, the 3<sup>rd</sup> top coat Endura-Shield II Series 1075 (3.0 – 4.0 Mils), or equal paint system but **documentation would need to be included in final report**. Color for water pumps shall be final coat Tnemec KC Blue and motors same as sewer units above. Proper prep of surfaces must follow Tnemec paint mfg. requirements or documented mfg. paint specs if they differ.
- L. Transport pump to job site and install and set proper pump impeller clearances (which must be noted in final report), provide proper alignment of equipment and reassemble all components as applicable to return unit to service per mfg. specs. If the equipment has jacking bolts to allow the clearance to be set, they must be used, unless authorized by Harford County to use other means.
- M. Perform test of equipment and provide documentation of services performed, to include vibration and alignment analysis of pump and motor.
- N. Pump/motor drive shafts shall be balanced and carrier bearings replaced and properly aligned as needed where applicable.

**NOTE:**

- ALL ITEMS LISTED ABOVE SHOULD BE INCLUDED IN THE QUOTED PRICE WHEN SCOPES OF REPAIR ARE REQUESTED FOR EACH PIECE OF EQUIPMENT.

- IF AN ITEM IS NOT NEEDED, I.E. *SHAFT SLEEVE, WEAR RING, STUFFING BOX, ETC. DOES NOT WARRANT REPLACEMENT* THEN IT SHOULD BE TURNED OVER TO THE COUNTY FOR SPARE PARTS STOCK IF AUTHORIZED FOR ORDERING IN ESTIMATED SCOPE OF WORK. (I.E. HARFORD COUNTY REQUESTS SCOPE OF WORK FOR REFURBISH OF A PUMP THAT CANNOT BE TAKEN OUT OF SERVICE UNTIL PARTS ARE IN STOCK FOR ANTICIPATED NEEDS FOR REPLACEMENT)

- IF A COMPONENT IS BEYOND REPAIR OR EXCEEDS LISTED SCOPE, I.E. *IMPELLER, SHAFT, HOUSING NEEDS REPLACED, ETC.*, THEN THAT COST WOULD NEED PRE-APPROVAL BEFORE WORK IS COMPLETED AND THE REPAIR SCOPE OF THOSE ITEMS CREDITED FROM SCOPE LISTED ABOVE FOR ANY MACHINE WORK VS. REPLACEMENT, THIS SHOULD BE DETERMINED DURING INITIAL INSPECTION OF UNIT AFTER TEARDOWN.

CONTINGENT PRICING MAY BE REQUESTED FOR PARTS OF EQUIPMENT CASE BY CASE IN ORIGINAL SCOPE OF WORK; LISTED ARE EXAMPLES OF ITEMS BUT NOT LIMITED TO THIS LIST;

1. VOLUTE
2. BACK PLATE
3. SHAFT
4. COUPLING
5. IMPELLER
6. ENTIRE NEW ROTATING PUMP ASSEMBLY
7. ENTIRE NEW MOTOR ASSEMBLY

NOTE: Other scopes for mechanical services for equipment will be case by case and may include metal fabrications, welding repairs, and other related services. Contractor must be able to render services requested. (i.e. – to include but not limited to; bar screens, gear boxes, valve replacements/installations, piping replaced connected to pump systems, any mechanical equipment that is located at any of sites that may need repair or fabrication, alignments, etc.)

**ATTACHMENT B**  
**RFP No. 16-085**  
**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 contractor or contractor hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the contractor or contractor has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of 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 contractor or contractor on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the contractor or contractor 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 contractor or contractor discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Contractor or Contractor agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**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 Section 16-101(b) of 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 Section 16-101(f) of 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 Article 27, Section 641 of the Annotated Code of Maryland, 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:

(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 Sections 16-101, et seq., 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;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the contractor or contractor 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 Section 13-221 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 agreements 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 agreements 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 Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

**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  
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,

**I FURTHER AFFIRM THAT:**

No tropical hardwoods or tropical hardwood products (Acapu, Afromosia, Almon, Amaranth, Amazaque, Anigeria Apitong, Blasa, Banak, Bella Rosa, Bengé, 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. 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.

**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):  
\_\_\_\_\_

**16-085 - ATTACHMENT C**

**CLIENT REFERENCES**

1. Client name and address: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Length of contract: \_\_\_\_\_  
Project/ Contract Amount: \_\_\_\_\_  
Type of project: \_\_\_\_\_
2. Client name and address: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Length of contract: \_\_\_\_\_  
Project/ Contract Amount: \_\_\_\_\_  
Type of project: \_\_\_\_\_
3. Client name and address: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Length of contract: \_\_\_\_\_  
Project/ Contract Amount: \_\_\_\_\_  
Type of project: \_\_\_\_\_

**REQUEST FOR PROPOSAL**  
**RFP No. 16-085**  
**PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES**

**Price Proposal**

**TO:** Director of Procurement  
Harford County Government  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
RFP No. 16-085

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to your request inviting proposals to be received until 5:00 P.M. on December 1, 2015, for "PUMP, MOTOR AND MECHANICAL EQUIPMENT MAINTENANCE SERVICES" the undersigned hereby submit the following Price Proposal.

We propose to perform the Scope of Services outlined in the Request for Proposal.

- | <b>ITEM</b> | <b>DESCRIPTION</b>  |
|-------------|---|
| <b>A.</b>   | <b>Proposal Item A. Service and Repair for Pump and Motor Equipment at Water and Sewer Locations:</b> |

**Hourly Rate for Mechanic/Technician \$ \_\_\_\_\_**

Hourly Rate for Helper/Apprentice \$ \_\_\_\_\_

Hourly Rate for a two (2) person crew \$ \_\_\_\_\_

**TOTAL PRICE PROPOSAL = COMBINE HOURLY RATE FOR MECHANIC/TECHNICIAN + HOURLY RATE FOR HELPER/APPRENTICE X 500 HOURS**

Hourly Rate for Mechanic/Technician \$ \_\_\_\_\_ + Hourly Rate for Helper/Apprentice \$ \_\_\_\_\_

x 500 hours = TOTAL PRICE PROPOSAL = \$ \_\_\_\_\_

**TOTAL PRICE PROPOSAL WRITTEN:**

**NOTE:** All hourly rates are based on manpower for job task required. One or more persons on a crew shall be determined at time of request and agreed on needs for the hourly unit price paid. If job warrants extra manpower, these rates will be utilized accordingly, as stated within. These rates are based on initial troubleshooting and inspection services. They are to cover number of personnel normally sent, equipment, mileage, meals, etc. stated with-in. These rates are based on initial troubleshooting and inspection services. If a company normally always sends two personnel for all service calls, then that would be the normal hourly rate.....if only one person is sent out for initial service call then it will be hourly rate for that description listed above.

**B. CONTINGENT SERVICES:**  
Proposal item B

24 hour Emergency Service Hourly Rate  
(Shall be at 1.5 times normal hourly rate)

Hourly Rate for Mechanic/Technician \$ \_\_\_\_\_

Hourly Rate for Helper/Apprentice \$ \_\_\_\_\_

Hourly Rate for crew \$ \_\_\_\_\_

**Bid Item C**

**Hourly Rates for Specialty Labor Rate (i.e. welder, machinist, as applicable)**

- 1. \$ \_\_\_\_\_/Hour
- 2. \$ \_\_\_\_\_/Hour
- 3. \$ \_\_\_\_\_/Hour

**C. CONTINGENCY FUND:**

**NOTE: Based on previous history, it is estimated that contingent / as needed services may be; approximately \$100,000.00 or more. There is no guarantee, implied or in writing, that contingency need in this contract will meet or exceed the above estimates.**

**Contractor acknowledges all addenda.**

Addenda Number and Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Check here if there are no Addenda.

**PROPOSAL SUBMITTED BY:**

**ENTITY NAME**

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

Authorized Representative/Title  
(Signature)

Address

Authorized Representative/Title  
(Print/Type)

City, State, Zip

Telephone Number

E-mail Address

Fax Number

Date

All contractors 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 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](http://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.**

All contractors must be in good standing with Harford County, Maryland. Contractors must meet any outstanding taxes, fees or accounts with Harford County.

## **SAMPLE CONTRACT**

### **HARFORD COUNTY PRICE AGREEMENT**

**INSERT TITLE**

**AGREEMENT NO.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and **INSERT CONTRACT NAME 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 Harford County Invitation for Bid No. **INSERT** and the Contractor's bid dated **INSERT** ("Bid"), both 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 two (2) additional one (1) year periods under the same terms, conditions and prices. The option to extend shall be exercised in writing no more than 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 is obligated during the term of the Agreement to obtain its normal requirements for **INSERT** from the Contractor and the Contractor is obligated to 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 may be more or less than the quantities estimated in the Invitation for Bid. Additional quantities may be ordered during the Term at 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 Invitation for Bid are estimates and are not guaranteed amounts.

#### **SECTION V: CONTRACT SUM**

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total contract sum of \_\_\_\_\_ (\$).

#### **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 Bid for 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 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 employment of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited. Any written notices required by this Agreement shall be deemed sufficiently given, if (A) hand delivered or (B) sent via first class U.S. mail, certified mail, or overnight courier service.

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

INSERT

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

Harford County Government  
Department of Procurement  
Attn: Karen D. Myers, CPPB  
Bid No.  
220 S. Main Street  
Bel Air, Maryland 21014

#### **SECTION XI: 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 XII: 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.

#### **SECTION XIII: EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and 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.

**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

**WITNESS/ATTEST:**

**HARFORD COUNTY, MARYLAND**

\_\_\_\_\_

By:

\_\_\_\_\_  
Karen D. Myers  
Director of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

\_\_\_\_\_  
Margaret Hartka  
Senior Assistant County Attorney

\_\_\_\_\_  
Robert F. Sandlass, Jr.  
Treasurer

Reviewed and Concur.

\_\_\_\_\_  
Timothy F. Whittie  
Director, Department of Public Works

This agreement was fully executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

