



HARFORD COUNTY MARYLAND DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	24-201
SOLICITATION TITLE:	Harford County Consultant Services – Grow Rural Opportunity in Maryland
PROCUREMENT AGENT:	Karen Post 410-638-3550 kmpost@harfordcountymd.gov
PRE-PROPOSAL MEETING:	January 3, 2024 9:00 AM EST Webex Link: https://harfordcountymd.webex.com/harfordcountymd/j.php?MTID=m9f78789ead7548675990134716d6296a
QUESTIONS DUE DATE AND TIME:	January 10, 2024 by 1:00 PM EST Questions must be emailed to the Procurement Agent.
SOLICITATION DUE DATE AND TIME:	January 25, 2024 by 5:00 PM EST
INSURANCE:	Architect, Engineer, and/or Consultant
TIMELY DELIVERY OF SOLICITATION DOCUMENTS:	Submittals must be received prior to the solicitation due date and time. Accepted Request for Proposal submittals will not be publicly opened. All submittals should be sealed, labeled with the solicitation number, title, and vendor's name and directed to the Department of Procurement.
DELIVERY METHODS:	Submittals may be delivered via a carrier of your choice or hand-delivered to 220 S. Main Street using the locker system.

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

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

Robert G. Cassilly
County Executive

Karen D. Myers,
NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA
Director

HARFORD COUNTY PROCUREMENT

220 S. MAIN STREET, BEL AIR, MD 21014

www.harfordcountymd.gov 410.638.3550

REQUEST FOR PROPOSAL

No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

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REQUEST FOR PROPOSALS

No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

1. INTRODUCTION:

1.1 Request for Proposal Objective

This Request for Proposals is to solicit sealed proposals from qualified firms to perform research and analysis to identify opportunities for innovation, entrepreneurship, and economic growth in Harford County. Qualified firms shall be able to gather data and conduct an in-depth analysis of county strengths, weaknesses, opportunities and threats to inform the creation of a strategic, and actionable, economic development roadmap.

1.2 Issuing Office

Harford County
Department of Procurement
220 S. Main Street
Bel Air, Maryland 21014
Attn: Karen Post, Procurement Agent
Email: kmpost@harfordcountymd.gov

1.3 Request for Proposal Schedule

1.3.1 A pre-proposal meeting will be held on January 3, 2024 at 9:00 AM EST via Webex.

1.3.2 Emailed requests for clarification and additional information must be received in the Issuing Office not later than 5:00 P.m. EST on January 10, 2024 to ensure adequate time to prepare and circulate any necessary addenda to all proposers.

1.3.3 One (1) original, three (3) hard copies, and one (1) submission on a USB flash drive of both the technical and cost proposal must be received by the close of business (5:00 p.m.) on January 25, 2024. Copies of the Technical and Price Proposal shall be separately sealed, see Section 5 for specific directions for proposal preparation and submission.

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

1.3.5 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 February 2024.

2. GENERAL INFORMATION FOR PROPOSERS:

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 proposers 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 available to all proposers of record. Addenda become part of the RFP and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

2.3 Oral Presentations

The County may require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. If required, the Issuing Office will schedule such presentations.

2.4 Economy of Preparation

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

2.5 Incurred Expenses

Proposers 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.

2.6 Acceptance of Terms and Conditions

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

2.7 Public Information Act Notice

Proposers 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.

2.8 Evidence of Proposer Responsibility

The County may require proposers 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 proposer responsibility.

2.9 Award without Discussions

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

2.10 Contractor Responsibilities; Subcontractors

The County will enter into a contract with the selected proposer only, and that proposer 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 proposer.

2.11 Conflicts of Interest

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

2.12 Financial Disclosure

The successful proposer 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 \$200,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$200,000, 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.

2.13 Political Contribution Disclosure

The successful proposer shall comply with the provisions of the Annotated Code of Maryland, Election Law Article §14-104, which requires that every proposer or contractor doing more than \$200,000 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. Proposer can contact the Division of Candidacy and Campaign Finance, at elections.maryland.gov/campaign_finance/disclosure_of_contributions for forms and further information.

2.14 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each proposer 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.

2.15 Non-Collusion

By its signature on the proposal documents submitted, the successful proposer 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 proposer, or themselves, to obtain information that would give the proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the proposer, or itself, to gain any favoritism in the award of this RFP.

2.16 Compliance with Laws

By submitting a response to this solicitation, proposer 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.

2.17 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.

2.18 Ownership and Retention of Records

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the successful proposer shall retain all records and documents related to any contract awarded pursuant to this RFP for 3 years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

2.19 Piggyback 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 be 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 Awarded Proposer(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 Awarded Proposer. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

2.20 Acceptance Time

By submitting a proposal under this solicitation, the proposer 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 proposer, the acceptance time for the proposal may be extended.

2.21 Billing and Payment

The successful proposer shall keep accurate, document records of time, material and transportation applicable 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 County approval.

2.22 Insurance Requirements

See enclosed Insurance requirements at ATTACHMENT D.

2.23 Reciprocal Preference for Local Proposers

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

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

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

2.24 eMaryland Marketplace Advantage Registration

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

2.25 Funding Out

Contractor understands that any Contract, that results from this bid, is subject to the availability of funds in future fiscal years and that the unavailability of funds appropriated in a future fiscal year shall automatically terminate this Contract and render it void without liability to the County, except Contractor

will be paid for work performed up to the date of termination. The County shall notify Contractor in writing of such event of termination.

3. PROJECT DESCRIPTION:

See enclosed ATTACHMENT B for Project Background and ATTACHMENT C for Project Work Requirements.

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 90% and the price proposal is worth 10% of the evaluation criteria. The technical proposal is comprised of four (4) categories to evaluate the overall technical qualifications of the proposer. 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 (90%)

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 Technical Approach (30%)

Offeror's technical approach to perform the required tasks described in the Project Work Description.

4.3.2 Programmatic (25%)

Offeror's ability and plan to meet the specified schedule and deliverables, including submission of deliverables with sufficient content to satisfy the requirements identified in the project work description.

4.3.3 Knowledge of military communities (20%)

Offeror's familiarity and knowledge of military communities, with a specific understanding of economic opportunities (entrepreneurship, innovation hubs, start-ups, defense industry base and workforce development) that can leverage and support military technology development supporting both defense and commercial applications.

4.3.4 Past experience (15%)

Offeror's past experience conducting similar industry sector analysis within a defense-related community and performing requisite data analysis to provide quantitative insights into the entrepreneurial and economic opportunities within a region.

4.4 Cost Proposal (10%)

4.4.1 The Evaluation Committee will open and score only the cost proposals submitted by firms achieving a minimum of 70% (63 points) of the available technical proposal points.

4.4.2 The Evaluation Committee will award the full 10 cost points available to the lowest cost proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 10 point basis.

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 Evaluation Committee may enter into cost and scope negotiations. 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 Evaluation Committee will recommend to the Director of Procurement award to the responsible proposer whose proposal is determined to be most advantageous to the County, considering both the technical and cost factors outlined above.

4.5.2 The Evaluation 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 proposer must submit one (1) original, three (3) hard copies and one (1) submission on a USB flash drive 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 A.

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 proposer must submit one (1) original, three (3) hard copies and one (1) submission on a USB flash drive 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 Proposer shall submit proposal to:

Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attention: Karen Post
RFP: Harford County Consultant Services - Grow Rural Opportunity in Maryland

6. **SAMPLE HARFORD COUNTY CONTRACT:**

A copy of the Sample Contract is enclosed at ATTACHMENT E.

7. **BASIS OF AWARD:**

The Committee will recommend to the Director of Procurement award to the responsive, responsible proposer whose proposal is determined to be most advantageous to the County, considering both the technical and price factors outlined above, in accordance with Section 41-26 of the Harford County Procurement Code.

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

ENTITY NAME: _____

REQUEST FOR PROPOSAL

No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

Cost Proposal

TO: Director of Procurement
Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
RFP No. 24-201

FROM: _____

Pursuant to your request inviting proposals to be received until 5:00 P.M. EST on January, 25, 2024, for "Harford County Consultant Services - Grow Rural Opportunity in Maryland" the undersigned hereby submit the following Price Proposal.

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

Total Cost Proposal: \$ _____

Total Cost Proposal Written in Words (If no cents, write no cents).

ENTITY NAME: _____

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

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

Payment Terms: _____% net _____

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

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

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

Addendum No.	Date of Addendum	Acknowledgement/Initials

_____ Check here if there are no Addenda.

Insurance Requirements:

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

Acknowledgement/Initials _____

ENTITY NAME: _____

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 proposers 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 - 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 proposers must be in good standing with Harford County, Maryland. Proposers must meet any outstanding taxes, fees or accounts with Harford County.

ENTITY NAME: _____

ATTACHMENT A

RFP No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

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 proposer hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the proposer 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 proposal submitted by the proposer on this project, and terminate any contract awarded based on the proposal. As part of its proposal, the proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Proposer 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 Annotated Code of Maryland, Criminal Law Article, Section 9-201 et seq., or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

ENTITY NAME: _____

(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 Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

ENTITY NAME: _____

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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

ENTITY NAME: _____

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 proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria 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. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Procurement Agent and that nothing in this Affidavit or in any contract arising from this 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):

ATTACHMENT B

RFP No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

PROJECT BACKGROUND

1. Project Vision and Goal

The vision for the Grow Rural Opportunity in Maryland (GRO MD) project is to foster a thriving technology ecosystem within Carroll, Frederick, and Harford Counties. To enable this vision, and highlight opportunities for growth, research and analysis is required to map the Harford County ecosystem, identify gaps, and provide recommendations to support future growth. This research will be guided by the requirements necessary to produce a Comprehensive Economic Development Strategy (CEDS) in accordance with the content required by the U.S. Economic Development Administration.

The goal of this work effort is to create a roadmap of an actionable and achievable strategy and suggestions to be leveraged by private industry members, local governments, institutes of learning, and other organizations seeking to catalyze economic activity in Harford County.

2. Harford County Ecosystem

The Army's Aberdeen Proving Ground (APG) installation, located in Harford County, is the largest employer of county residents and Maryland's sixth largest workforce center by population. APG is home to the Army's leaders in Research and Development; Test and Evaluation; Chemical and Biological Defense; Public Health Sciences; and Command, Control, Communication, Computers, Cyber, Intelligence, Surveillance and Reconnaissance (C5ISR) capabilities.

The University of Maryland-Upper Chesapeake Health (UM-UCH), with over 3,300 team members, is the largest private employer in Harford County. UM-UCH provides essential healthcare services to county residents and maintains a focus on building programs and infrastructure for the future.

Agriculture is a vital industry sector within Harford County as well, with an estimated annual economic impact of \$972 million. It has approximately 618 farms, providing employment for more than 4,100 people.

Harford Community College offers STEM and business degree programs that directly prepare those served for the major industries of the region, including cybersecurity, data science, engineering, information systems security, biotechnology, and more. The ability for students to seamlessly transfer from a two-year college to a four-year institution within the University System of Maryland is beneficial to students. Additionally, Towson University has a co-located Northeast campus (TUNE) to support 2+2 programs for four-year degree programs.

For students interested in a non-traditional pathway to employment, there are certification programs including:

- Additive Manufacturing Technician
- Biotechnology
- Cyber Defense
- Data Science
- Information and Cybersecurity
- Software, Computer Information Systems
- Programming, Computer Information Systems

In terms of transportation, residents enjoy easy travel to nearby markets. Harford County is approximately 50 miles south of Philadelphia, PA and 75 miles north of Washington, D.C. As a result, has access to Washington, D.C, Richmond, Harrisburg, Philadelphia, and New York markets.

Harford County businesses are near the Port of Baltimore, which is ranked among the top ports for handling farm and construction machinery as well as autos and light trucks. In Harford, Interstate 95 and Route 40 run through the county along with two freight rail lines, CSX and Norfolk Southern. Logistics are ideal; forty percent of the nation's population is accessible in an overnight truck drive.

3. Opportunities

A preliminary examination has identified these key industries for collaboration, new business growth, and entrepreneurial potential:

- Biotechnology
- Cybersecurity
- Data analytics, data management
- Machine learning and autonomy/artificial intelligence
- Robotics, automation, and advanced manufacturing
- Agricultural technology
- Advanced energy, green, and industrial efficiency technologies

Harford County has two state-designated Enterprise Zones, the Edgewood/Joppa Enterprise Zone and the Greater Aberdeen/Havre de Grace Enterprise Zone, which total more than 14,000 acres of land. Their purpose is to promote business retention and expansion, encourage job growth, and develop under-utilized land and buildings by offering economic incentives. These zones are vital to economic development in Harford County and in particular the ongoing revitalization along the Route 40 corridor.

The upskilling of our workforce in each partnering county, Carroll and Frederick, will be a priority, providing educational opportunities through our community colleges to coincide with the new work opportunities.

4. Partnerships

Army Alliance, Inc. is a non-profit that advocates for the mission, people, and positions at APG. Since its inception, the Army Alliance has successfully advocated for more than \$300M in programs and projects in support of APG.

The Chesapeake Science and Security Corridor (CSSC) Consortium was formed in response to the Base Realignment and Closure (BRAC) Action of 2005 providing mission support and enhancing economic vitality of the region. Its work resulted in the large growth of mission at APG which transformed the base to what it is today – a premier Army Research, Development, Test and Evaluation, and Acquisition installation. Along with transforming APG, CSSC actions ensured the community was ready to receive the growth in civilian workforce, ensuring the readiness of roads, schools, housing, medical services, etc. The work of the CSSC was very successful. Since the completion of BRAC in 2011, the consortium has continued to exist, meeting periodically to renew the strategic partnership and to address challenges related to supporting the defense community of Northeastern Maryland.

Northeastern MD University Research Park's (NEMD URP) mission is to provide a multi-disciplinary environment that strengthens national defense priorities through advanced degree opportunities; research, technology transfer, and academia collaboration; critical-skill, top tier, knowledge worker education; and business/technology incubation (mentoring businesses).

ATTACHMENT C

RFP No. 24-201

Harford County Consultant Services - Grow Rural Opportunity in Maryland

PROJECT WORK REQUIREMENTS

1. Period of Performance

The project period of performance is February 2024 through September 2025, contingent on available funding from the Economic Development Administration (EDA). Project facility space will be made available at 1201 Technology Drive, Aberdeen, MD where a conference room, on an as needed basis, will also be provided.

2. Tasks

2.1 Task Schedule. Tasks 2.2 through 2.5 are to be conducted from February 2024 through no later than September 2024. Task 2.6 is to be conducted and completed no later than April 2025. Performance of Task 2.7 will be from March 2024 through August 2025.

2.2 Research Existing Resources and Identify Key Stakeholders. Identify and define activities of Institutes of Higher Learning, government agencies, incubators, accelerators, and economic development organizations in Harford County. Identify key stakeholders and their roles, interests, and contributions. Engage with those identified above via interviews, surveys, and town halls to gather regional assets, challenges, and opportunity data.

2.3 Assess Industry and Sector Specifics. Explore the local industries and sectors of focus. Identify key industries with high potential for technology adoption and innovation. Assess their specific needs, challenges, and impact areas via industry-specific surveys, interviews, town halls, or workshops.

2.4 Analyze Existing Economic Development Plans. Review economic development plans, innovation strategies, or tech-focused initiatives. Understand the objectives, priorities, and programs related to tech transfer and innovation, and recommend strategic priorities based upon industry best practices and trends.

2.5 Collaborate with Partners and Identify Funding Sources. Collaborate with partners outlined in Section 4 to gather additional insights and resources. Evaluate needs, challenges, and potential collaborative opportunities for innovation, entrepreneurship, and growth in the region. Explore funding sources specifically related to technology and innovation that would be available to support economic growth.

2.6 Analyze Data. Analyze data collected in Tasks 2.2 through 2.5 to provide quantitative insights into the entrepreneurial, economic, business, and tech transfer landscape in the region. A focus on the gaps in the ecosystem will be highlighted in this analysis.

2.7 Support GRO MD Steering Committee meetings. Support bi-monthly one hour Steering Committee meetings to summarize accomplishments achieved and findings identified in

performance of Tasks 2.2 through 2.6. In preparation for the Steering Committee meetings there will be a one-hour preparation session a week prior with the Harford County technical lead, which will also serve as a project update for performance assessment.

3. Deliverables

3.1 Deliverable #1. A monthly progress report is due no later than 15 calendar days after the end of each month of the project that identifies:

- Accomplishments for the month
- Project costs for the month, including pay, travel, and supplies
- Cumulative project costs
- Variances in either costs or planned accomplishments
- Planned accomplishments and projected costs for the following month

This deliverable shall be submitted electronically in a Microsoft Word file to the individuals identified in paragraph 3.5. It is acceptable for the cost information to be provided electronically in a Microsoft Excel file. Information from this deliverable will be used for reporting project status and progress to the EDA.

3.2 Deliverable #2. A report providing a summary background of the economic conditions of Harford County. This report summarizes the findings from Tasks 2.2, 2.3, 2.4, and 2.5 and is due at the end of October 2024. This deliverable shall be submitted electronically in a Microsoft Word file to the individuals identified in paragraph 3.5. The data categories to be compiled into the report include:

- Demographic and socioeconomic data
- Environmental, geographic, climatic, and cultural and natural resource profiles
- Infrastructure assets that relate to economic development
- Emerging or declining clusters or industry sectors and projected impacts on advantages and capacity for economic development
- Relationship of the economy to that of the state, and local advantages or disadvantages
- Factors that directly affect economic performance such as workforce issues; innovation assets; industry supply chains; state and local laws; financial resources; transportation systems; national defense impacts; energy costs; business, personal, and property taxes; bonding capacity; land use patterns; housing; health services; educational, cultural, and recreational resources; and public safety.

3.3 Deliverable #3. A report of the analysis results from Task 2.6 highlighting opportunities for innovation in Harford County. The report is due no later than the end of April 2025. The analysis will include a summary in a SWOT format to identify the area's strengths, weaknesses, opportunities, and threats. This document will also provide an evaluation of the region's economic resilience and suggestions on aligning/realigning resources to instill innovation in Harford County through technology development, entrepreneurship, and tech transfer. This deliverable shall be submitted electronically in a Microsoft Word file to the individuals identified in paragraph 3.5.

3.4 Deliverable #4. An end of project out-brief that includes a preliminary brief to internal Harford County leaders, including the County Executive, and a formal out-brief to Harford

County stakeholders, which may include those organizations identified in Attachment B, paragraph 4, as well as the Harford County Economic Development Advisory Board and the Harford County Economic Development Agricultural Advisory Board. This deliverable shall also include electronic submission of the out-brief slides in a Microsoft Powerpoint file 7 calendar days prior to the internal Harford County briefing to the individuals identified in para 3.5. If the briefing will change prior to presentation to the stakeholders, an updated Microsoft Powerpoint file of the revised briefing shall be submitted electronically to the individuals identified in paragraph 3.5 at least 7 calendar days prior to the formal stakeholder out-brief.

3.5 Deliverable Submissions. All deliverables should be emailed to Karen Holt at klholt@harfordcountymd.gov, Lisa Krysiak at lmkrysiak@harfordcountymd.gov, and Larry Muzzelo at lmuzzelo@harfordcountymd.gov

ATTACHMENT D

Insurance Requirements Harford County, Maryland

Architect, Engineer, and/or Consultant

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

Minimum limits required:

Commercial General Liability:

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

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project

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

Additional Insured Entities:

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

Additional Insured Endorsement Form Required:

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

AND

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

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

Coverage may not exclude or limit coverage for:

- Cross liability exclusions except Named Insured vs. Named Insured;
- Contractual Liability (beyond standard ISO GL form);
- The Employer's Liability exclusion may not exclude coverage for any employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability:

Combined Single Limit
Includes Owned, Non-Owned & Hired Autos

ISO form CA 00 01 or equivalent
\$1,000,000

Additional Insured Entities:

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

Workers Compensation:

Employers Liability Limits:

Bodily Injury by Accident - Each Accident
Bodily Injury by Disease - Policy Limit
Bodily Injury by Disease - Each Employee

Statutory Benefits as required by law
\$100,000
\$500,000
\$100,000

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

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

Umbrella:

Each Occurrence and in the Aggregate
Providing Following Form Coverage in Excess of:
Commercial General Liability
Commercial Auto Liability
Employers Liability

Coverage to be as broad as primary including Additional Insured's as required hereunder
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Additional Insured Entities:

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

Professional Liability/Errors & Omissions Liability:

Limit Per Claim
Annual Aggregate Limit

\$2,000,000
\$2,000,000

This insurance shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the work and continuous coverage will be maintained or an Extended Reporting Period will be exercised

Architect, Engineer, and/or Consultant
Revised 10/26/2022

throughout the statute of repose following final completion of the work.

Valuable Papers and Records:

\$250,000 each occurrence

Coverage to insure all plans, designs, drawings, specifications, and documents produced or used under this Contract.

Third Party Crime (Client Coverage):

\$250,000 per occurrence

Policy to cover dishonest acts of Architect, Engineer, and/or Consultant employees, which result in a loss to the County.

Cyber Liability:

\$1,000,000 each Claim

\$2,000,000 Aggregate

Coverage to include, without limitation:

- unauthorized access;
- denial of service attacks;
- computer viruses;
- transmission of malicious code and failure of security;
- breach of privacy and the failure to protect and disclosure of personal identifiable information;
- payment card information;
- third-party corporate confidential information and protected health information;
- violation of any international federal, state, or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law;
- legal counsel;
- forensic investigations;
- notification and crisis management costs;
- data restoration;
- identity theft monitoring;
- cyber extortion costs;
- disclosure of any third party's proprietary information including, without limitation, trade secrets; and
- liability for interruption of Harford County, Maryland or any third party's business including without limitation, claims for loss of use and loss of profits.

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted to do business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflict exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. All coverage required in this contract, with the exception of Worker's Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Architect, Engineer, and/or Consultant policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
5. The additional insured coverage shall apply to both ongoing and completed operations.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agree to a deductible or self-insured retention, Architect, Engineer, and/or Consultant agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Architect, Engineer and/or Consultant prior to any project work beginning.
7. Each policy must be endorsed to require at least 30 days' notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Architect, Engineer, and/or Consultant is unable to secure such endorsement, Architect, Engineer, and/or Consultant must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Architect, Engineer, and/or Consultant waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.
10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Architect, Engineer, and/or Consultants' liability shall not be limited to the limits of any required insurance.
13. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.

14. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
15. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Architect, Engineer, and/or Consultants' responsibility to obtain certificates from design Subcontractors as evidence of compliance, and all shall include Harford County, Maryland as an Additional Insured.
16. The Architect, Engineer, and/or Consultant shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
17. The Architect, Engineer, and/or Consultant shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
18. The Architect, Engineer, and/or Consultant 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 Architect, Engineer, and/or Consultant or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, then the Architect, Engineer, and/or Consultant shall repay to the County such sums paid by the County.
19. Evidence satisfactory to the County that the Architect, Engineer, and/or Consultant and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
20. Policies for Commercial General Liability insurance must be written to protect the Architect, Engineer, and/or Consultant against claims arising from operations of Subcontractors.
21. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
22. In the event the Architect, Engineer, and/or Consultant enters into subcontract for the work to be performed, it shall be the obligation of Architect, Engineer, and/or Consultant to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
23. Architect, Engineer, and/or Consultant or Subcontractors may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
24. To the fullest extent permitted by law, the Architect, Engineer, and/or Consultant agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Architect, Engineer, and/or Consultant (or any of its' employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Architect, Engineer, and/or Consultant.
25. Architect, Engineer, and/or Consultant shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

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

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

ATTACHMENT E

HARFORD COUNTY CONSULTANT CONTRACT

INSERT TITLE

CONTRACT NO. INSERT NUMBER

THIS CONTRACT made this _____ day of _____ 2023, by and between **INSERT VENDOR AND ADDRESS**, sometimes hereinafter referred to as "Consultant," and HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as "County."

WHEREAS, the County has a requirement for **INSERT REQUIREMENT**; and

WHEREAS, the County issued a Request for Proposal to obtain the required consulting services; and

WHEREAS, the Consultant submitted a proposal to provide the required consulting services; and

WHEREAS, the County and the Consultant desire to enter into a contract.

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, the Consultant, for the consideration hereinafter named, intending to be legally bound, promises and agrees to perform the following:

SECTION I: SCOPE OF SERVICES

The Consultant will provide **INSERT REQUIREMENT**, as detailed in the **INSERT RFP/IFB AND ANY ADDENDA DATED** and the Consultant's proposal dated **INSERT DATE**, all of which are incorporated herein as if set forth in full.

SECTION II: TERM

The term of this Agreement ("Term") shall be for one (1) year from date of execution of this Agreement, with the County having the exclusive option of extending the Agreement for two (2) additional one (1) year periods under the same terms, conditions and prices. The option to extend shall be exercised in writing no fewer than thirty (30) consecutive calendar days prior to the expiration of the current Term.

SECTION III: SUSPENSION OF SERVICES

The Director of Procurement may order the Consultant in writing to suspend, delay or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the County.

SECTION IV: PERSONNEL

The Consultant shall provide to the County a list of the proposed key personnel of the Consultant and its subconsultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the County. Such key personnel and consultants must be satisfactory to the County and shall not be changed except with the consent of the County unless said personnel cease to be in the Consultant's employ.

SECTION V: PROGRESS REPORT

The Consultant will be required to submit monthly progress reports covering the work accomplished on this project.

SECTION VI: CONTRACT SUM

The total contract sum for the performance of all services required is **INSERT AMOUNT IN WORDS** Dollars and No Cents (**\$INSERT NUMERIC**) per year.

The County reserves the right to withhold ten percent (10%) of each payment until final payment is made. Monies may be withheld when the County shall have reasonable grounds for believing that:

A. The Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance. Should this be the case, the County may withhold up to twenty-five percent (25%); or

B. A meritorious claim against the Consultant, by the County, arising out of the negligence of the Consultant or the Consultant's breach of any provision of this Contract exists or will exist, in which case the County may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amount so withheld may be retained by the County for such period as it may deem advisable to protect the County against any loss and may, after written notice to the Consultant, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the County, and no person shall have any right against the County or claim against the County by reason of the County's failure or refusal to withhold monies. No interest shall be payable by the County on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other rights of the County; or

C. The Consultant is thirty (30) consecutive calendar days behind schedule and no extensions have been granted by the County.

SECTION VII: FUNDING OUT

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

SECTION VIII: CONTINGENCY APPROPRIATION

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period succeeding the first fiscal period of this Contract, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the County from future performance of the Consultant, but not from its rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION IX: PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

A. The Consultant hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Contract shall be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant.

B. The Consultant shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of a similar size and complexity, at the time the services are performed. The Consultant will correct, at no additional cost to the County, any documents prepared by the Consultant. The Consultant further agrees, at no additional cost, to render assistance to the County in resolving problems relating to the design or specified materials that are the result of negligent errors or negligent omission.

C. Consultant shall provide drawings, specifications and other documents, as required by this Contract, which comply with all applicable laws, statutes, building codes and regulations, and shall obtain approvals required by federal, state and local governments, where applicable.

SECTION X: OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All sketches, original drawings, (mylars), record drawings, construction permits, field-run topo plots and survey notes, design computations and other materials prepared by the Consultant in connection with the project, shall be the sole and absolute property of the County. These documents must be submitted to the County, bound and cataloged, upon request or at the end of the design phase with the Consultant's design completion invoice. Revisions of design documents without the Consultant's verifications shall be at the County's risk. Consultant's verification shall not be unreasonably withheld.

SECTION XI: APPROVALS

Wherever the approval of the Director or any other agency or official of the County is required, his/her signature shall be evidence of approval except for a change in fees. Any change in the Consultant's fee or compensation shall only be approved by a purchase order issued by the Director of Procurement and approved by the Harford County Board of Estimates, where appropriate.

SECTION XII: REVOCATION, CANCELLATION, ASSIGNMENT OR SUBSTITUTION

In the event that dissolution of the Consultant's firm, or other cause, necessitates substitution by the County of another Consultant in place of the party hereto in order to complete the services called for by this Contract, the Director of Procurement shall determine the division of the monies between such substitute and the trustee of the assets of the Consultant who is the party hereto. If the total of all payments to the substitute will be in excess of ten percent (10%) of the original Consultant's fee, any additional change orders beyond the ten percent (10%) limit must be approved by the Board of Estimates. The Director shall have the authority to approve change orders under the ten percent (10%) limitation stated above.

SECTION XIII: RIGHTS AND LIABILITIES

A. Limitations of Actions: No action shall be maintained by the Consultant, its successors or assigns, against the County on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within six (6) months after the date of the filing of the voucher for final payment hereunder in the County Treasurer's Office, or within six (6) months of the termination of this Contract.

B. Responsibility for Claims and Liabilities: Approval by the County shall not constitute nor be deemed a release of responsibility and liability of the Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect in the designs, working drawings and specifications or other documents prepared by the Consultant, its employees, subcontractors, agents and consultants.

C. Release:

1. Final Design Payment: The acceptance by the Consultant, its successors or assigns, of any payment made on the remaining lump sum amount under this Contract, shall constitute a full and complete release of the County from any and all design claims, demands and causes of action whatsoever which the Consultant, its successors or assigns, have or may have against the County under the provisions of this Contract.

2. Liabilities: The Consultant shall not assert any claim arising out of any act or omission by any officer, agent or employee of the County in the execution or performance of this Contract against any such officer, agent or employee. Such claims may be made against the County, a body corporate of the State of Maryland.

3. The Consultant shall require each subcontract design professional or consultant to agree in its agreement not to make any claim against the County, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Consultant.

SECTION XIV: NO DAMAGES FOR DELAY

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress or any portion of the work specified in the Contract.

SECTION XV: EXCUSABLE DELAYS

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Consultant in the performance of a Contract of the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays of the subcontractor or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the subcontractor or suppliers.

SECTION XVI: RIGHTS AND REMEDIES

The rights and remedies of the County provided under this Contract are in addition to any other rights and remedies provided by law.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to it under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

SECTION XVII: DISPUTES

The parties agree to use their best efforts, in good faith, to resolve between themselves any claim, dispute or controversy pertaining to or arising from the interpretation, application or enforcement of this Contract. All questions involving legal interpretation of the Contract which cannot be settled by agreement between the Consultant and the County shall be referred to the County Attorney for a final decision. In the absence of a successful resolution by the parties, claims, disputes and controversies involving the application of a rule, regulation or law shall be referred to the Director of Administration of Harford County whose decision in the matter shall be final. Such appeals shall be requested in accordance with Harford County Administrative Procedure 02-10-08. Unresolved disputes involving the enforcement of contract terms (i.e., claims for payment, equitable adjustments, etc.) shall be reviewed by the Director of Procurement. The parties hereby expressly agree that the courts of Maryland shall have exclusive jurisdiction to decide any question or dispute arising pursuant to this Contract.

SECTION XVIII: INDEMNIFICATION

The Consultant shall indemnify, defend, and save harmless the County, its representatives, employees, agents or officials from all suits, actions, damages or costs, of every nature and description, including attorney's fees and court costs, to which the County may be subject or put, by reason of injury to persons or property caused by or arising out of any wrongful or negligent act, error or omission of the Consultant or the Consultant's subcontractors.

The Consultant shall be responsible for all damages to life and property due to its activities or those of its agents or employees in connection with the above services, and it is expressly understood that the Consultant shall indemnify and hold the County harmless from any claims, suits, action, damages and costs, including reasonable attorney's fees, of every name and description arising out of or resulting from the error, omission, negligent act or untimely performance of the services to be rendered by the Consultant under this Contract. The Consultant shall furnish the County an endorsement of a policy of insurance or insurance certificate which will inure to the benefit of the county and protect it by indemnification in the event that there is a liability for personal damage, property damage or workmen's compensation claims, or any other clams of damage. The contract to indemnify the County shall continue in full force and effect until the expiration of one (1) year after final payment to the Consultant. The Consultant shall be liable to and hereby agrees to defend, indemnify and hold harmless the County, each officer, agent and employee of the County, against all claims, suits, actions, damages and costs, including reasonable attorney's fees, against any of them for infringement of any copyright or patent arising out of the use of any plans, designs, drawings or specifications furnished by or used by the Consultant in the performance of this Contract.

SECTION XIX: NONDISCRIMINATION

The Consultant 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 commercially supplied 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 XX: CONTINGENT FEE

The Consultant warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Contract, and that it 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 this Contract.

SECTION XXI: MODIFICATION

The County may, at any time, by written change order, make changes within the general scope of this Contract in the services or work to be performed. Any such modifications or changes shall be referred to as "change orders" for the purposes of this Contract. No change order shall be made without the express written authorization of the Director of the Department of Procurement and/or, where appropriate, the Board of Estimates. No change order shall be effective unless made in writing and signed by all parties to the Contract. If a change causes an increase in the Consultant's cost of performance of any services under this Contract, and the change is made pursuant to a written order, an equitable adjustment shall be made to fairly compensate the Consultant. If a change causes a decrease in the Consultant's cost of or time required for the performance of any services under this Contract, whether or not changed by written order, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted in writing within thirty (30) consecutive calendar days from the date of receipt by the Consultant of notification of change, unless the Director of Procurement grants a further period of time before the date of final payment under this Contract for request of adjustment. No services for which additional compensation is charged by the Consultant shall be furnished without the written authorization of the Director of the Department of Procurement and, where appropriate, the Board of Estimates.

SECTION XXII: TERMINATION

A. If the Consultant unreasonably and without cause fails to commence work in accordance with the provisions of this Contract or unreasonably and without cause fails to continuously and diligently prosecute the work to completion thereof in a diligent, efficient,

workmanlike, skillful and careful manner and in strict accordance with the provisions of the design documents; fails to use an adequate amount of personnel and equipment to complete the work without undue delay; fails to perform any of its obligations; or if the Consultant is adjudged bankrupt; makes a general assignment for the benefit of its creditors; permits a receiver to be appointed on account of its insolvency or becomes insolvent or otherwise fails to make payments to its subcontractors, the County shall have the right, if the Consultant fails to initiate a cure of any default within seven (7) consecutive calendar days after written notice thereof and follow through in a reasonably expeditious manner to complete the cure; (1) to terminate this Contract, or (2) to complete the work in any manner it deems desirable, including engaging the services of other parties therefore. If termination arises from undue or unreasonable delay caused solely by the Consultant and if the cost to the County of the performance of the balance of the work is in excess of the Contract price, the Consultant shall be liable for and shall reimburse the County for such excess.

B. This Contract may be terminated by the County upon written notice to the Consultant in the event that the project is permanently abandoned.

C. In the event of such termination, the Engineer shall be paid such amount as compensation for the portion of the actual cost of work satisfactorily performed prior to the termination date. Such amount shall be fixed by the County after consultation with the Engineer and shall be subject to audit. Termination under this section shall not give rise to any claim against the County for damages or for compensation in addition to that provided hereunder.

D. The rights and remedies of the Consultant and the County under this Termination section shall be nonexclusive and shall be in addition to all of the remedies available to the parties in law or in equity.

SECTION XXIII: TERMINATION FOR CONVENIENCE

The County may, at any time and for any reason, terminate this Contract by written notice to the Consultant specifying the termination date, which may be immediate. In the event of such termination, the Consultant shall be paid such amount as compensation for the portion of the actual cost of work satisfactorily performed prior to the termination date. Such amount shall be fixed by the County after consultation with the Consultant and shall be subject to audit. Termination under this section shall not give rise to any claim against the County for damages or for compensation in addition to that provided hereunder.

SECTION XXIV: INSURANCE

Please see attached Exhibit 2, which is incorporated herein, for the insurance requirements for this Contract.

SECTION XXV: REPRESENTATIONS

Dependence has been by the County upon representations made by Consultant in judging the Consultant's fitness to execute satisfactorily the work covered by this Contract, and any material misstatement therein bearing upon its ability shall render this Contract voidable at the option of the County without the County being liable for any part of the fee for any damage whatever to anyone in connection with the program and the Consultant agrees to save the County harmless from any and all such damages arising from any such misstatement. By execution of this Contract, the Consultant represents that (a) it is an experienced consulting firm having the skill and professional ability necessary to perform all the services required of it under this Contract in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings prepared by the Consultant shall be prepared in accordance with and shall accurately reflect and incorporate all such laws, rules and regulations.

SECTION XXVI: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions of this Contract, as amended and the design documents and any document referenced therein, or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency and that this Contract, the RFP and the design documents shall prevail in the event of a conflict with Consultant's technical proposal. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XXI.

SECTION XXVII: GENERAL PROVISIONS

A. Captions and Headnotes

The captions or headnotes on articles or sections of this Contract and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Contract nor in any way affect this Contract.

B. Records and Retention

The Consultant shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the County hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, including the procurement officer or designee, at all reasonable times. The Consultant shall keep and will cause each subcontract design professional and consultant engaged hereunder to keep accurate books of records and account in accordance with sound accounting principles of all expenditures made and all costs, liabilities and obligations incurred under this Contract in relation to the engagement and payment of all subcontract design professionals and consultants, and in relation to any services performed for which additional compensation will be claimed. The aforementioned accounts shall be available, upon reasonable and authorized request, to the County or its representatives for examination and audit.

C. Audits

The County may audit, during business hours, all records and documents relative to services performed by the Consultant and its subcontractors pursuant to this Contract. The County shall give reasonable notice of its intent to audit, and any audit shall be made so as to not unduly interfere with the normal business of the Consultant.

D. Governing Law

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

The Consultant will observe and comply with all federal, state and local laws, ordinances and regulations, that affect, in conjunction with this Contract, the work to be performed, those employed or engaged in connection therewith, any material or equipment used or the conduct of the work itself and will procure and bear the expense of all necessary licenses, permits and insurance.

E. Severability

It is understood and agreed by the parties hereto that if any provision of this Contract shall contravene with or be invalid under the laws of Maryland or the County, such contravention or invalidity shall not invalidate the whole Contract, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid under the laws of Maryland or Harford County, and the rights and obligations of the parties shall be construed and enforced accordingly.

F. Integration Clause

This Contract represents the entire and integrated Contract between the County and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Contract may be amended only by written instrument signed by both the County and the Consultant. If this Contract contains any errors, inconsistencies, ambiguities or discrepancies, including typographical errors, the Consultant shall request a clarification of same by writing to the County Attorney, whose decision shall be binding upon the parties.

G. Successors and Assigns

The Consultant and the County each bind itself and its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all provisions of this Contract. Neither party to this Contract shall assign or sublet it as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due to it hereunder without the previous written consent of the County.

H. Written Notice

All notices and correspondence hereunder shall be in writing and shall be deemed to have been duly given if: (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile and shall be addressed as follows:

CONSULTANT: INSERT VENDOR NAME AND ADDRESS
ATTN:
EMAIL ADDRESS

COUNTY: Harford County, Maryland
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn:

Director, Department of Procurement
INSERT AGENT'S EMAIL ADDRESS

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

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

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U. S. Mailbox in a postage-prepaid envelope addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

I. Conflict of Interest

The Consultant covenants that neither it, nor any principal or partner of the firm has any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Consultant's services hereunder. It further covenants that, in the performance of this Contract, no person having such interest will be employed by it.

SECTION XXVIII: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XXIX: EXECUTION IN COUNTERPARTS

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

SECTION XXX: AUTHORITY TO EXECUTE

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

IN WITNESS WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

WITNESS/ATTEST:

INSERT COMPANY NAME

BY:

Signature

Print Name and Title

HARFORD COUNTY, MARYLAND

BY:

Director, Department of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Deputy County Attorney

Treasurer

Reviewed and Concur.

Director, Department of Public Works

Approved by the Board of Estimates on the _____ day of _____ 2023.

This Contract was fully executed on the _____ day of _____ 2023.