

**CALVERT COUNTY GOVERNMENT
DEPARTMENT OF FINANCE & BUDGET**

**RFQ 2022-019
BUSINESS CARDS**

REQUEST FOR QUOTE

The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government, is soliciting written quotes from qualified companies (hereinafter, "the Contractor") for all material, equipment, machinery, apparatus, transportation, and labor necessary to complete the services to be performed to furnish the products described in this Request for Quote (hereinafter, "RFQ"). The Contractor warrants all work performed shall conform to all applicable Federal, State, and local laws and regulations. All products furnished shall be new, unused, and shall be the same as the manufacturer's current production model unless specified by Calvert County Government.

Quotes shall be **submitted** on a copy of the Proposal Page(s), signed by a representative authorized to bind the Contractor, along with any required forms or requested information. This documentation shall be received on or before **August 27, 2021 by 3 pm** (*local prevailing time*) and e-mailed to **Lisa G. Tolomei** at Lisa.Tolomei@calvertcountymd.gov.

Acceptance of bids by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes.

Contractors shall be responsible for obtaining all documentation, including, but may not be limited to, the bid document, addenda, and questions and answers for clarification, by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their quote.

Should there be any omissions and/or unclear conditions or specifications, it shall be the responsibility of the Contractor to clarify such items with Calvert County Government before submitting a quote. Requests for information related to this RFQ shall be made in writing and directed to the Procurement Office, Lisa G. Tolomei, Procurement Specialist, at Lisa.Tolomei@calvertcountymd.gov.

The right is hereby reserved to reject any or all bids and to waive informalities as the interest of Calvert County Government may require. Award shall be made to the lowest responsive, responsible Contractor. If the Contractor to whom an award is made shall fail to execute the Contract, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive, responsible Contractor and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all quotes as its interest may require.

Any deviations from the specifications shall be noted in writing in detail by the Contractor and submitted with their quote. Calvert County Government reserves the right to accept or reject any exception.

Any errors in computations shall be corrected when the proposals are canvassed by the Procurement Office.

Contractors should execute the following forms and provide any required documentation and include them as part of their bid. Bids made on any form(s) other than the required form(s) included in this RFQ shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection. Failure to provide required forms and documentation may be cause for rejection of bid as nonresponsive.

1. Price Proposal page
2. Name and Signature Requirements for Bid and Contract Form
3. References Form
4. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
5. Addenda (If issued)
6. Questions and Answers/Clarification (If issued)

The results shall be posted on Calvert County Government's web site at:
<https://www.calvertcountymd.gov/2901/FY-2022-Bid-Results>

**RFQ 2022-019
BUSINESS CARDS**

PRICE PROPOSAL

I/We propose to furnish all labor, material, equipment, and supervision necessary to provide, print, and deliver Business Cards in accordance with the terms, conditions, and specifications contained in this Request for Quote for the price(s) submitted.

BUSINESS CARDS		
DESCRIPTION	PER # OF BOXES	UNIT PRICE PER BOX*
Stock, Color Printing, and Inside Delivery	1 Box	\$
	2-3 Boxes	\$
	4-5 Boxes	\$
	6 or More Boxes	\$

* A discounted price per box for larger quantity per order is requested.

Calvert County Government may place an order for a quantity of more than one (1) box. The order may be for multiple employees, with each employee's specific information, and the Contractor shall charge according to the unit price for the total number of boxes on the order.

It is further agreed by the undersigned that upon receipt of written advice of the acceptance of bid, the necessary contract shall be executed within ten (10) calendar days after such notice.

The undersigned has caused this bid to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the bid price indicated in this proposal form. By signing each proposal page, the Contractor does hereby attest that they have fully read the RFQ and understand it. By signing here, the Contractor does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

No Contractor may withdraw his proposal within 180 days after the opening thereof.

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND (SDAT) must be used on all forms within the bid document. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

Contractor's Legal Business Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Principal Office Address: _____

Remittance Address:
(If Different from Above Address) _____

Preferred Contact: _____

Please check preferred method of communication Phone Number: _____

Email Address: _____

(please print OR type)
Person Authorized to Sign Offer: _____

Title: _____

Signature: _____

Date: _____

Witness: _____

Date: _____

REFERENCES

List at least three (3) references for whom your company has provided the services as outlined in this solicitation during the past three (3) year period. Calvert County Government reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the products requested in this solicitation. Calvert County Government reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: _____
Address: _____
Address: _____
Contact Person: _____
Telephone: _____
E-Mail Address: _____

2. Company: _____
Address: _____
Address: _____
Contact Person: _____
Telephone: _____
E-Mail Address: _____

3. Company: _____
Address: _____
Address: _____
Contact Person: _____
Telephone: _____
E-Mail Address: _____

Specify the number of years your company has been in business providing the service/commodity required in this solicitation (shall be at least three [three] years). _____

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this RFQ with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Finance & Budget, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of Calvert County Government within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER

Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- General Conditions of Bid and Contract
- Specifications
- Price Proposal
- Contract
- Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Contractor's primary bid is the lowest responsible bid.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the ITB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted, and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing by the Contractor and submitted with the price proposal. Calvert County Government reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the lowest responsive bidder, subject to its right to reject any or all bids Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsive bidder", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or

otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE (SECTION DELETED)

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of Calvert County Government which may be withheld for any reason or no reason at all.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

TERMINATION OF CONTRACT

Calvert County Government may terminate a contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. The Contractor shall pay Calvert County Government for all materials collected as per the Contract as of termination date. No consideration will be given for anticipated loss of revenue to the Contractor on the cancelled portion of the Contract.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any contract issued. Failure to do shall be grounds for termination of the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied twenty-four (24) hours, weather permitting. In the event of the failure of the Contractor to remedy the same within said period, the Project

Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.

- B. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
1. If the Contractor becomes insolvent.
 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.
 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
 4. In the event the Contractor fails to commence work in accordance with the specifications of this RFQ.
 5. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
 6. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
 7. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
 8. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
 9. If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

PAYMENT

Payment shall be made after satisfactory performance of the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications there

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County Government shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER

MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with Calvert County Government's need in the procurement process.

A bidder, offeror, or contractor agrees to indemnify, protect and save harmless Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

COMPLETENESS

All information required by this RFQ shall be supplied to constitute a proper bid. Calvert County Government shall not be responsible for the premature opening of bids if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understandings, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

**RFQ 2022-015
BUSINESS CARDS**

SPECIFICATIONS

1. PURPOSE:

Calvert County Government is requesting price quotations from qualified and experienced Contractors to provide all labor, material, supervision, and equipment necessary to furnish stock, printing, and inside delivery of business cards for Calvert County Government in accordance with the terms, conditions, and specifications contained herein.

2. SCOPE OF WORK:

The Contractor shall provide:

- A. All services as outlined in these specifications, including but not limited to providing stock, printing, and inside delivery to Calvert County Government departments on an as-needed basis.
- B. The ordering department with a proof for approval by fax or email prior to printing and shall fill all orders within fourteen (14) calendar days from date of order.
- C. The highest quality of work in accordance with good practices, procedures, and industry standards.

Calvert County Government shall:

- D. Provide purchase orders shall be issued by various Calvert County Government departments and divisions for required order(s) along with a sample of the business card.

Product Information

- i. Howard Linen Cover Stock
- ii. Weight: 80 lb.
- iii. Color: Warm White
- iv. Estimated Annual Quantities: 30,000
- v. Packaging: 500 per box

Printing and Shipping /Inside Delivery

- E. The Contractor shall:
 - i. Print business cards with the Calvert County Government seal (four-color seal to be provided in jpeg format after award) and shall imprint pieces with name, title(s), addresses, phone numbers, etc. and ship/deliver to the individual ordering office(s).
 - ii. Be required to notify the Procurement Office in the event of unforeseen delay in delivery.

3. SAMPLES:

- A. Prior to award and at no additional cost to Calvert County Government, the Contractor shall be required to supply a sample of the paper stock in order for Calvert County Government to ascertain that the Contractor shall be using the requested paper stock.
- B. In addition, and at no additional cost to Calvert County Government, the Contractor shall be required to provide Calvert County Government with a digital sample with Calvert County Government logo. Samples shall be approved by the Procurement Office. A sample of the business card is attached, ATTACHMENT A.

4. PRICING:

- A. Unit pricing shall be per box, include all costs including, but not limited to, printing, shipping, paper stock, supervision, labor, handling, inside delivery, overhead, travel, mileage, and vehicle fuel.
- B. A discounted price per box for larger quantity per order is requested.

5. BILLING AND PAYMENT:

The Contractor shall be issued purchase orders from the various Calvert County Government departments/divisions. Payment shall be made after satisfactory performance, completion, and final acceptance by Calvert County Government under this Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

- A. The Contractor shall submit an invoice to:

Calvert County Government
Attn: (Requesting Office)
Courthouse, 175 Main Street
Prince Frederick, MD 20678

- B. Each invoice shall include the following information:

- Purchase Order Number;
- Contract Number;
- Description of Item(s) Purchased;
- Contract price;
- Payment terms; and
- Remit to address.

- C. Payment shall be made for satisfactory completion within thirty (30) calendar days, more or less, of receipt of invoice.

- D. "Satisfactory completion" includes final inspection and approval by the Project Manager.

- E. NO SERVICE SHALL BEGIN NOR PRODUCTS/MATERIALS PURCHASED until receipt of a purchase order or other notification by Calvert County Government's Procurement Office Division Chief or the Project Manager or duly authorized representative to proceed.

6. CONTRACT PERIOD:

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by Calvert County Government, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by Calvert County Government or to Calvert County Government by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by Calvert County Government.

7. PRICE ADJUSTMENT:

- A. All prices offered herein shall be firm against any increase for one (1) year from the effective date of this contract. Prior to commencement of subsequent renewal terms, Calvert County shall entertain a request for escalation considering Calvert County Government's budgetary and economic conditions. If those conditions allow, the County would use the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area, based upon a twelve (12) month average over the prior year to help determine the amount of the increase. If the increase is approved, it would become effective the first day of the subsequent renewal and shall not exceed three percent (3%).
- B. Written requests for price increases from the Contractor shall be received by the Procurement Office at least ninety (90) calendar days prior to the end of any renewal term. Failure to meet the ninety (90) calendar day request shall result in Calvert County Government denying any price increase.

8. LIQUIDATED DAMAGES:

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Procurement Office may authorize the service to be performed and to be procured from any available source, with the difference between the amount paid and the defaulting Contractor's bid price to be charged to the defaulting Contractor plus a cost of \$50.00 per day made payable to the Calvert County Treasurer's Office.

9. GUARANTEE, INSPECTION, AND CERTIFICATION OF QUALITY:

- A. The Contractor shall warrant products furnished under this Contract to be of the highest quality, complying with the specifications, and free from all defects.

- B. Inspection for visible damage, shortage, sanitation, etc. shall be made by Calvert County Government at the time of delivery, if possible. Calvert County Government reserves the right to reject acceptance at a later date for any nonvisible discrepancy with conditions or specifications contained in the Contract. Discrepancies shall be immediately called to the Contractor's attention so that corrective action can be taken.
- C. The Contractor shall be responsible for product rejected for either visible or latent noncompliance. Damaged or inferior product for which the Contractor is responsible shall be replaced, at no cost to the County, within seven (7) calendar days of notification by Calvert County Government.
- D. If the Contractor fails to promptly provide products or to take the necessary action to ensure performance in conformity with the Contract requirements, Calvert County Government may (1) by contract or otherwise, procure products from another source and charge to the Contractor any cost incurred by Calvert County Government directly related to the provision of such product(s), or (2) terminate the Contract for default.
- E. Calvert County Government reserves the right to check the Contractor's equipment and perform such investigations as may be deemed necessary to ensure that competent personnel and management shall be utilized in the performance of the Contract.

10. CHANGE(S) IN SCOPE OF CONTRACT:

Calvert County Government may, by written order, make changes in the general scope of the Contract and in the specifications. The Contractor shall be given as much advance notice as is practicable. If the changes so ordered cause an increase or decrease in the price of the Contract, an equitable adjustment shall be made, and the Contract shall be modified accordingly by amendment.

11. SUBCONTRACTING

No subcontracting shall be permitted under this Contract.

12. REMEDIES

The Contractor shall not cause a delay of the service or delivery of products but shall maintain a schedule during all disputes or disagreements with Calvert County Government. No delay or postponement shall occur pending resolution of any dispute or disagreements except as the Contractor and Calvert County Government may otherwise agree in writing.

13. QUANTITIES

During the period of the Contract, the Contractor shall provide all services and products described in this Contract. The Contractor understands and agrees that Calvert County Government shall have no obligation to the Contractor if any quantities listed are not required. Any quantities included in the bid specifications reflect the prior annual amount generated by Calvert County Government for the Contract. The amounts are only an estimate and the Contractor understands and agrees that Calvert County Government is under no obligation to the Contractor to buy any set amount of services. The Contractor further understands and agrees that Calvert County Government may require services in an amount less than or in excess of the estimated Contract amount, and that the quantity of services actually rendered, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity of services actually procured. The

Contractor understands and agrees that Calvert County Government will issue purchase orders for services on an as needed basis upon the unit prices submitted by the Contractor.

Minimum ordering requirements are not acceptable.

For informational purposes, costs per fiscal year is listed below.

Fiscal Year 2019	\$5,141.10
Fiscal Year 2020	\$3,742.52
Fiscal Year 2021	\$4,776.47

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

I am the _____ and the authorized representative of the firm

Title

of _____

Name of Corporation

whose address is:

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

SIGNATURE

DATE

ATTACHMENT A



Lisa G. Tolomei
Procurement Specialist

Calvert County Government

Procurement Office

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