

APPENDIX R – RGA-105-14 PRINTING DEVICES AND MANAGED PRINT SERVICES

Contract RGA-105-14 between BCPS and Daly Computers

Appendix contents:

Executed Lease Agreements with Daly Computers

Daly Computers Lease MPS Agreement

Baltimore County Public Schools (BCPS) desires to lease multi-function printers and devices from Daly Computers, Inc. (Daly). In consideration of the premises and for other good and adequate consideration, BCPS and Daly agree to the following terms and conditions.

1. **Lease of Equipment:** BCPS agrees to lease multi-function printers (MFP) and related products from Daly. The list of equipment and related hardware and software products (Equipment) will be recorded in Schedule A attached hereto and incorporated herein by reference. Multiple schedules will be created to track the various types and quantities of equipment and products covered under this Lease Agreement.
2. **Lease Term:** BCPS agrees to lease the Equipment listed in Schedule A for a period of 5 years and said 5 year term may not be cancelled or otherwise modified (Lease Term). The lease will commence upon the equipment delivery and acceptance date.
3. **Lease Payments:** With respect to each Schedule A, BCPS shall pay Daly the agreed upon lease amounts at the beginning of each year of the Lease Term. The lease payment amounts will be listed in Schedule B attached hereto and incorporated herein by reference.
4. **BCPS Terms and Conditions:** Daly hereby accepts the Baltimore County Public Schools General Terms and Conditions attached.
5. **Equipment Ownership:** BCPS acknowledges that it is not the owner of the Equipment and BCPS will not encumber the Equipment in any manner and shall execute such documents Daly may require to reflect the Equipment's ownership.
6. **End of Lease Term Options:** BCPS shall notify Daly in writing at least 90 days, but not more than 120 days, before the end of the present Lease Term of its intention at the end of the Lease Term. At the end of the Lease Term, BCPS has the option to: a) return the Equipment; or b) replace the leased Equipment with new equipment and a new lease schedule; or c) continue to lease the Equipment on a month to month basis at an agreed upon rate; or d) purchase the Equipment at the then fair market value. Option (c) above shall be deemed elected if no option is elected.
7. **Cost Per Page (CPP):** In addition to the annual lease payments, BCPS shall pay Daly the cost per page for mono and color printing defined in Schedule B.
8. **Equipment Configurations:** The Equipment configurations will be listed in Schedule A. BCPS may add additional features to the Equipment, and the increase to the Lease Payments shall be adjusted accordingly.
9. **Equipment Locations:** BCPS shall inform Daly when the Equipment is moved. Understanding that BCPS may not always know when the Equipment is moved, BCPS will work with Daly to identify equipment locations should any of the equipment be moved. All movement of Equipment shall be done by trained personnel. With prior notice and approval from BCPS, Daly has the right to inspect the Equipment and the Equipment locations.
10. **Equipment Damage:** BCPS is responsible for all damages and abuse to the Equipment. At the end of the Lease Term, the Equipment will be returned in workable condition, ordinary wear and tear excepted.

Agreed to By:

| | | | |
|-----------|--|-----------|---|
| | Baltimore County Public Schools *See Attached Sheet | | Daly Computers, Inc. *See Attached Sheet |
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |

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

Accepted by:

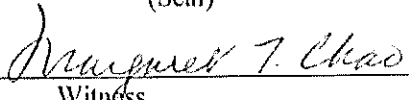
Daly Computers, Inc.


Signature Owner/Partner/Corporate Officer

RYAN YU, President
Typed/Printed Name and Title

6/13/2014
Date

(Seal)

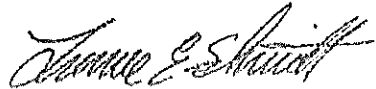

Witness

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY




S. Dallas Dance, Ph.D.
Superintendent
Baltimore County Public Schools

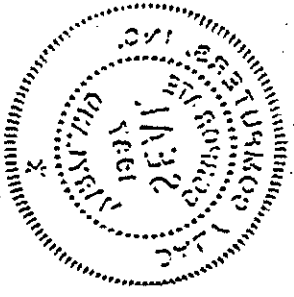


Lawrence E. Schmidt
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)



OFFICE OF LAW
*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.



[Handwritten signature]
Ryan J. ...
8/13/2014

STATE OF NEW YORK

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Schedule B Printing Equipment Lease Rate and CPP Rate

| | | | |
|-----------------|--|------------------|---------------------------------|
| Company: | Daly Computers, Inc. | Customer: | Baltimore County Public Schools |
| Address: | 22521 Gateway Center Drive Clarksburg, MD 20871 | Address: | |
| Contact: | | Contact: | |
| Tel: | | Tel: | |
| Email: | | Email: | |

Lease Rate and Cost Per Page

| Equipment Model | Configuration | 5 Year Lease – Annual Payment | CPP Mono | CPP Color |
|-----------------|---------------|-------------------------------|----------|-----------|
| | | | | |
| | | | | |
| | | | | |

*Detail equipment and configuration information are provided in the attached Schedule A.

| Billing Information | | | | |
|----------------------------------|----------------|--------------------------|--------|--|
| Start Date: | See Schedule A | Billing Schedule: | Annual | |
| Customer Bill To Address: | | | | |
| Customer Contact: | | | | |
| Tel: | | Email: | | |

| Service and Other Information |
|---|
| <ol style="list-style-type: none"> 1. Yearly maintenance includes same day and NBD service. 2. Yearly maintenance includes standard maintenance and supplies (toners, fuser, maintenance kits, and staples). Yearly maintenance does not include paper. 3. Yearly maintenance does not include customer abuse or usage exceeding equipment specifications. 4. Yearly maintenance will require installation of a DCA at the customer site in order to proactively receive device usage reports in order to accurately determine page count for the cost per click and when maintenance kits or toners are needed. 5. OEM original toners and supplies are provided. 6. A monochrome is one page of hard copy generated by copying, printing, faxing, or otherwise utilizing the contracted hardware that in generating the page uses black toner only. 7. A color print is one page of hard copy generated by copying, printing, faxing, or otherwise utilizing the contracted hardware device that in generating the page uses any amount of toner that is not black, even if it uses black toner. 8. The cost per click / page is based on an average per page toner coverage of 5% for mono and 20% for color. 9. The terms and rates apply to the devices specified in the attached Approved Copier / Printer List. |

Daly Computers

Baltimore County Public Schools

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS
RGA-105-14
Printing Devices and Managed Print Services**

1. COMPLIANCE WITH SPECIFICATIONS

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

2. DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by Daly (Vendor) And must be agreed to in writing by BCPS. The absence of a written list of specification deviations at the time of submittal of the proposal will hold the Vendor strictly accountable to BCPS to the specification as written. Any deviation by the Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

3. PRICES

- a. BCPS reserves the right to accept price reductions from the Vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- b. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
 1. BCPS Tax Exempt Number is 30001110.

4. ANNULMENTS AND RESERVATIONS

BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).

5. DELIVERY REQUIREMENTS

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: and "Section 8, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Vendor shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Vendor shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.
- g. **PACKING:**
 1. All materials must be securely packed in accordance with accepted trade practices.
 2. BCPS purchase order number must be plainly visible on the exterior of each container.
 3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to

comply with this condition may be considered sufficient reason to refuse to accept the goods.

6. INSPECTIONS

- a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the Vendor of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.
- c. The Vendor or its representative has the right to inspect the Equipment during normal operating hours with prior consent from BCPS for routine inspection, maintenance , or repair. This right shall not be unduly withheld.

7. GUARANTEE AND WARRANTIES

- a. The Vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the Vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
 1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the Vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
 2. Office Equipment: Physical service response time by Vendor for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

- b. Refer Specifications for requirements on specific equipment.
- c. The Vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the Vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

8. BILLING AND PAYMENT DISCOUNTS

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

Invoice Mailing Address:
Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, Maryland 21204

- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Vendor invoices for use of the Equipment shall be billed on an annual basis advance for that year's payment. Vendor invoices for cost per page usage shall be billed monthly in arrears.
- d. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- e.. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- f. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

9. LAWS, REGULATIONS AND PERMITS

- a. Vendor shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. Vendor shall comply with the national safety standards as detailed in Section 11.
- c. Vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

10. INSURANCE

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

11. SAFETY REQUIREMENTS

- a. Vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA.

- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

12. SUB-CONTRACTORS

- a. Vendor shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. Vendor shall provide the name of the sub-contractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. Vendor shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

13. TERMINATIONS OF CONTRACT

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay all lease payments through the term of the lease for all equipment leased at the time of termination.

- b. Termination for Default: When the Vendor has not performed or has unsatisfactorily performed after a sixty (60) calendar days cure period, the contract payment shall be withheld at the discretion of BCPS.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all lease payments through the term of the lease for all equipment leased at the time of termination. The Vendor agrees that it does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all lease payments through the term of the lease for all equipment leased at the time of termination.

Language to support Termination for Convenience by the Vendor shall be so stipulated in the contract document between jurisdiction/ LEA and the Vendor. Such language, when included, shall take precedence over the language of this specification.

14. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.

15. WAIVER OF JURY TRIAL

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

16. INDEMNIFICATION

The Vendor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to reasonable attorney's fees) under the terms of this contract except for such claims, liens, or demands arising from the negligence of the Board, its agents, employees, attorneys, and representatives .

17. LIMITED LIABILITY

The Board of Education of Baltimore County is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

18. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- a. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. Vendor is expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. Vendor should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. Vendor is placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

19. MULTI-AGENCY PARTICIPATION

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

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

20. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

21. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

21.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.

21.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

22. EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

23. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

24. ASSIGNMENT

Vendor shall not assign or transfer the Vendor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement. BCPS acknowledges that the Equipment for this contract is leased by the Vendor from a leasing company.

25. DRUG, TOBACCO, AND ALCOHOL

25.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

25.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor's file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

END OF PART I: GENERAL TERMS AND CONDITIONS

WAIVER & CONSENT

The Board of Education of Baltimore County ("BCPS") is the landlord of Baltimore County Public Schools and public school facilities in operated by the school system Baltimore County (the "Premises").

VAR Resources, Inc. ("VAR") has or is about to enter into a rental agreement, true lease, lease for security, loan or other financing arrangement (the "Agreement") with Daly Computers, Inc. ("Daly"), pursuant to which the assets described in Exhibit hereto and any repairs, replacements, upgrades or additions thereto and all proceeds of the foregoing (collectively the "Assets") may be attached to or installed on the Premises pursuant to an agreement between BCPS and Daly.

As an inducement to VAR to provide the Assets to Daly to provide to BCPS, BCPS covenants and agrees:

1. To waive any and all liens, claims, title, interest or rights to the Assets;
2. That the Assets will at all times be personal property and shall not constitute a fixture regardless of the manner in which it is affixed or installed on the Premises;
3. That with prior notice to BCPS, VAR may enter upon the Premises and exercise its rights under the Agreement (including without limitation the right to remove the Assets) and BCPS will be solely responsible for any damages caused by the exercise of such rights, except such direct (but not indirect, special or consequential) damages to the Premises caused by VAR's willful misconduct or gross negligence;
4. That VAR may waive, grant extensions for the performance of Daly's obligations, modify or amend the Agreement without notice to, or the consent of, the Undersigned; and
5. That Undersigned will notify any purchaser of the Premises and any subsequent mortgagee or other encumbrance holder, of the existence of this Waiver, which shall be binding upon the Undersigned's successors and assigns and shall inure to the benefit of VAR's successors and assigns.

Baltimore County Public Schools

Patricia Onheiser
Attest / Witness Signature

By Richard L. Gay
Signature

Print Name: Patricia Onheiser

Print Name: Richard L. Gay

Date: 6-12-14

Title: Purchasing Manager

Date: 6-12-14



CERTIFICATE OF LIABILITY INSURANCE

DALYC-1

OP ID: AS

DATE (MM/DD/YYYY)

12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Coffey & Company, Inc. 225 Schilling Circle Suite 260 Hunt Valley, MD 21031 Coffey & Company | Phone: 410-785-1432 Fax: | CONTACT NAME: Diana Myhra PHONE (A/C, No, Ext): 410-785-1432 FAX (A/C, No): E-MAIL ADDRESS: dmyhra@coffeyco.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Daly Computers, Inc. 22521 Gateway Center Drive Clarksburg, MD 20871 | INSURER A: Phoenix Insurance Company | |
| | INSURER B: Travelers Property Casualty Co | |
| | INSURER C: The Standard Fire Insurance Co | |
| | INSURER D: Federal Insurance Company | |
| | INSURER E: | |
| | | NAIC # 20699C |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | 630-3K159435 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| B | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500 | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$500 | BA-3K166531 | 01/01/2018 | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | Y/N <input type="checkbox"/> | UB-3K223290 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | N/A | | | | | |
| B | E&O | | ZPL-81M91532 | 01/01/2018 | 01/01/2019 | E&O 3,000,000 |
| D | Crime | | 630-3K159435 | 01/01/2018 | 01/01/2019 | EE Dishon 300,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured for General Liability when required by written contract.

| | | |
|--|--|---|
| CERTIFICATE HOLDER Board of Education of Baltimore County 6901 N Charles St., Bldg E Towson, MD 21204 | BORDE01 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>D. Wayne Coffey / President</i> | |

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CERTIFICATE OF LIABILITY INSURANCE

DALYC-1

OP ID: AS

DATE (MM/DD/YYYY)

12/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|-----------------------------------|-----------------------------------|-------------------------------------|
| PRODUCER Coffey & Company, Inc. 225 Schilling Circle Suite 260 Hunt Valley, MD 21031 Coffey & Company | Phone: 410-785-1432 | CONTACT NAME: Mandy Maher | FAX (AG, No): 410-785-1570 |
| | Fax: | PHONE (AG, No, Ext): 410-785-1432 | E-MAIL ADDRESS: mmaher@coffeyco.com |
| INSURED Daly Computers, Inc. 22521 Gateway Center Drive Clarksburg, MD 20871 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Great Northern Ins Co | | |
| | INSURER B: Chubb Indemnity Ins Co | | |
| | INSURER C: Federal Ins Co | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | 0752-18-07 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | 7354-43-55 | 01/01/2001 | 01/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> Comp \$500 | <input checked="" type="checkbox"/> Coll \$500 | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | 7982-90-64 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE \$ 6,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 6,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0 | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 71751046 | 01/01/2018 | 01/01/2017 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| A | E&O | | 07521807 | 01/01/2016 | 01/01/2017 | E&O 1,000,000 |
| C | Crime | | 82232814 | 01/01/2016 | 01/01/2017 | EE Dishon 200,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| BORDE01 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Board of Education of Baltimore County 6901 N Charles St., Bldg E Towson, MD 21204 | AUTHORIZED REPRESENTATIVE <i>Mark Tadipatrias Vice President</i> |

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CERTIFICATE OF LIABILITY INSURANCE

DALYC-1

OP ID: MT

DATE (MM/DD/YYYY)

12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| | | |
|--|--|---|
| PRODUCER Coffey & Company, Inc. 225 Schilling Circle Suite 280 Hunt Valley, MD 21031 Coffey & Company | Phone: 410-785-1432 Fax: 410-785-4970 | CONTACT NAME: Mandy Eick PHONE (A/C No, Ext): 410-785-1432 FAX (A/C, No): E-MAIL ADDRESS: aeick@coffeyco.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Daly Computers, Inc. 22521 Gateway Center Drive Clarksburg, MD 20871 | INSURER A: Great Northern Ins Co | |
| | INSURER B: Chubb Indemnity | |
| | INSURER C: Federal Ins Co | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

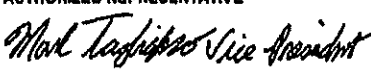
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | 0752-18-07 | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Coll \$500 | | 7354-43-55 | 01/01/2015 | 01/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | 71751046 | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | E&O Crime | | | | | |
| A | E&O | | 07521807 | 01/01/2015 | 01/01/2016 | E&O 1,000,000 |
| C | Crime | | 82232814 | 01/01/2015 | 01/01/2016 | EE Dishon 200,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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| CERTIFICATE HOLDER Board of Education of Baltimore County 6901 N Charles St., Bldg E Towson, MD 21204 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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