

**BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR QUOTATION NO. Q-130

**MOVING SERVICES – DENTAL EQUIPMENT
SCHOOL BASED DENTAL SEALANT PROGRAM**

Due Date: 08/14/09, Time: 11:00 AM

**Theresa B. Ammons, CPPB, Buyer
PHONE: 410-887-3885
EMAIL: tammons@baltimorecountymd.gov**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND
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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of

these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-

4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations

imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in

writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the

performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority Business Enterprise (MBE) and Small Business Notice: Although there is no requirement that the Contractor be an MBE, a Women-Owned Enterprise (WBE), or a Small Business, M/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in

writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages),

7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County requires vendors to register or qualify to do business with Maryland Department of Assessments and Taxation (SDAT) in accordance with the Annotated Code of Maryland, Corporations and Associations Article: §2-102 Formation generally, §7-202 Registration to do interstate and foreign* business, and/or §7-203 Qualification to do intrastate.

17.2 For information on registering or qualifying a corporation, LLC, LLP or LP call SDAT at 410-767-1340. Sole Proprietors and General Partnerships should call 410-767-4991 or you may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html> - entity

17.3 The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT within 10 days of being notified of potential award.

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

18. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

18.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement between offerors and the County. Proposals may not be withdrawn during this period.

18.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

18.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

18.4 Additional Reservations for RFP's

18.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

18.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

18.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Business is a certified MBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is a certified WBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is not a certified MBE or WBE, however:

☐ The ownership of the Business consists of ____% minorities and ____% women (for a total of ____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

☐ The Business anticipates utilizing MBE or WBE subcontractors for ____% of the work on the contract.

☐ The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.

☐ Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, _____ is requesting a full waiver of the MBE/WBE requirement.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

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--	--	--	----	--	--	----	--	--	--	--

OR

		--								
--	--	----	--	--	--	--	--	--	--	--

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual	Sole Proprietor
Corporation	Partnership
Other: (explain)	

CERTIFICATION:

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification	
Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	City of Baltimore Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Bureau immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

1.2 Certificate of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with a Certificate of Insurance provided by the County, or an exact replica thereof, evidencing the required coverages.

1.3 Baltimore County as Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:

\$100,000 Per Claim and Each Occurrence
\$100,000 in the Aggregate

2.5 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.



**BALTIMORE COUNTY, MARYLAND
CERTIFICATE OF INSURANCE**

THIS FORM MUST BE COMPLETED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL AND EXTENSION TERMS.

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
400 Washington Avenue, Room 148
Towson, Maryland 21204**

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Solicitation/Contract/Purchase Order No.; and
- (2) The following insurance has been issued, is in force, and conveys all the rights and privileges afforded under the policy and as required under the Solicitation/Contract/Purchase Order; and

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Numbers</u>	<u>Amt. Of Coverage</u>
General Liability			
Automobile Liability			
Worker's Compensation and Employers' Liability			
Valuable Papers and Electronic Data			
Other			

- (3) General Liability, Automobile Liability and Valuable Papers and Electronic Data insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- (4) The Worker's Compensation and Employers' Liability insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as a certificate holder.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Name of Insurance Company or Agency

Signature of Authorized Representative of Insurance Company or Agency

Address

Type/Print Name

City, State, Zip Code

Date

Area Code/Telephone No.

This Certificate of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. Insurer may provide ACORD Certificates of Insurance also reflecting policy duration and amount of coverage, however, submission of an ACORD form does not satisfy the requirements of this procurement, and in the event of any conflict between this Certificate of Insurance form and any ACORD forms, the terms and conditions of this Baltimore County Certificate of Insurance form shall prevail.

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE
TO THE OUTSIDE OF YOUR RESPONSE
ENVELOPE OR CARTON.*

REQUEST FOR QUOTATION	
NO. Q-130 08/14/09, 11:00 AM MOVING SERVICES – DENTAL EQUIPMENT SCHOOL BASED DENTAL SEALANT PROGRAM	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING BUREAU 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-130
MOVING SERVICES – DENTAL EQUIPMENT
SCHOOL BASED DENTAL SEALANT PROGRAM**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the Vendor hereunder shall furnish and Baltimore County shall purchase moving of dental equipment services covered by the contract that the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation. The County reserves the right to order such services as may be required by the County during the period covered by this contract.
- 1.2 Equipment moving services for the School-Based Dental Sealant Program. Successful Vendor will move portable dental equipment from storage areas to 26 schools throughout Baltimore County. Several schools may be moved on the same day.

2. VENDOR QUALIFICATIONS.

- 2.1 At the option of the County, Bidders may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 2.2 Bidders must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- 2.3 Prior to awarding of this contract, the County reserves the right to inspect the facilities of any responsive Bidder. The reputation of Bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude herein shall be considered when making the award.

3. TERM OF CONTRACT.

- 3.1 The initial term of this contract shall begin on or about September 24, 2009 for a period of one (1) year. Baltimore County reserves the right to renew this contract for one (1) year under the same terms and conditions.

4. INSURANCE.

- 4.1 The successful Bidder shall be required to execute an evidence of insurance form furnished by the County in accordance with the attached requirements. The successful Bidder shall have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 4.2 The Contractor must maintain the insurance coverages required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 4.3 In the event the Contractor changes their insurance carrier, a new Certificate of Insurance (form PB021) must be requested from the County and completed by the new insurance carrier within ten (10) days of the change of policy.

5. **FUNDING OUT.**

- 5.1 If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

6. **ESCALATION.**

- 6.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 6.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 6.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm one (1) year from the date of the increase.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-130
MOVING SERVICES – DENTAL EQUIPMENT
SCHOOL BASED DENTAL SEALANT PROGRAM**

SPECIFICATIONS

Equipment moving services for the School-Based Dental Sealant Program. Successful Vendor will move portable dental equipment from storage areas to 26 schools throughout Baltimore County. Several schools may be moved on the same day.

1. Hourly rate shall include all labor, fuel costs, administrative and any other costs associated with performing the services requested in this solicitation.
2. **Hourly rate to begin from arrival at the pickup site to completion at the drop off site. Vendor shall bill in quarter hour increments.**
3. Items to be moved:
 - 3.1 Portable equipment (disassembled and packed in bags) including but not limited to four (4) patient chairs, four (4) compressors and stands, four (4) dental lights, eight (8) operator chairs.
 - 3.2 Approximately 30 storage containers and boxes.
4. Items that have their own wheels are to be transported using a cart and not rolled across the concrete using their own wheels. The wheels are designated for indoor use only.
5. Equipment is to be moved onto a truck and secured for transport. The equipment will be unloaded at the site into the room where the Dental Sealant Program is located. The Contractor will not be responsible for unpacking the equipment or the boxes once at the site.
6. A schedule will be provided the beginning of September. This schedule will include all dates from September through May, but is subject to change.
7. The Contractor must be able to accommodate modifications to the schedule within 24 to 48 hours of the original date for the scheduled move. The Dental Administrator will contact the company to make arrangements.
8. The schedule may have to be modified on short notice due to inclement weather the morning of the move.
 - 8.1 Baltimore County Schools are closed or opening late: the Dental Administrator will contact the company to make other arrangements for delivery.

**Example of Scheduling
Baltimore County Department of Health
School-Based Dental Sealant Program**

All dates will be provided by the beginning of September. All dates are subject to modification based on changes in the school schedule and the weather.

<u>DATE</u>	<u>PICK-UP LOCATION</u>	<u>DELIVERY LOCATION</u>
10-06-08	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Colgate Elementary School 401 51 st Street Baltimore, MD 21224 Martin Blvd Elementary School 125 Riverton Rd Baltimore, MD 21220
10-15-08	Colgate Elementary School 401 51 st Street Baltimore, MD 21224 Martin Blvd Elementary School 125 Riverton Rd Baltimore, MD 21220	Halstead Academy 1111 Halstead Rd Baltimore, MD 21234 Deep Creek Elementary School 1101 Homberg Ave Baltimore, MD 21221
10-24-08	Deep Creek Elementary School 1101 Homberg Ave Baltimore, MD 21221 Halstead Academy 1111 Halstead Rd Baltimore, MD 21234	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
11-05-08	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Woodmoor Elementary School 200 Elba Drive Baltimore, MD 21207 Riverview Elementary School 3298 Kessler Rd Baltimore, MD 21227

<u>DATE</u>	<u>PICK-UP LOCATION</u>	<u>DELIVERY LOCATION</u>
11-14-08	Riverview Elementary School 3298 Kessler Rd Baltimore, MD 21227 Woodmoor Elementary School 200 Elba Drive Baltimore, MD 21207	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
12-01-08	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Scotts Branch Elementary School 8220 Tawnmoore Rd Baltimore, MD 21244 Glenmar Elementary School 9700 Community Drive Baltimore, MD 21220
12-10-08	Glenmar Elementary School 9700 Community Drive Baltimore, MD 21220 Scotts Branch Elementary School 8220 Tawnmoore Rd Baltimore, MD 21244	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
01-05-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Owings Mills Elementary School 10824 Reisterstown Rd Owings Mills, MD 21117 Winfield Elementary School 8300 Carlson Rd Baltimore, MD 21244
01-14-09	Owings Mills Elementary School 10824 Reisterstown Rd Owings Mills, MD 21117 Winfield Elementary School 8300 Carlson Rd Baltimore, MD 21244	Featherbed La Elementary School 6700 Richardson Rd Baltimore, MD 21207 Baltimore Highlands Elementary School 4200 Annapolis Rd Baltimore, MD 21227

<u>DATE</u>	<u>PICK-UP LOCATION</u>	<u>DELIVERY LOCATION</u>
01-27-09	Baltimore Highlands Elementary School 4200 Annapolis Rd Baltimore, MD 21227 Featherbed La Elementary School 6700 Richardson Rd Baltimore, MD 21207	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
02-02-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Mars Estates Elementary School 1500 Homberg Ave Baltimore, MD 21221 Sandalwood Elementary School 900 S. Marlyn Ave Baltimore, MD 21207
02-10-09	Mars Estates Elementary School 1500 Homberg Ave Baltimore, MD 21221 Sandalwood Elementary School 900 S. Marlyn Ave Baltimore, MD 21207	Sussex Elementary School 515 S Woodward Drive Baltimore, MD 21221 Shady Spring Elementary School 8868 Goldenwood Rd Baltimore, MD 21237
02-19-09	Shady Spring Elementary School 8868 Goldenwood Rd Baltimore, MD 21237 Sussex Elementary School 515 S Woodward Drive Baltimore, MD 21221	Hawthorne Elementary School 125 Kingston Rd Baltimore, MD 21220 Logan Elementary School 7601 Dunmanway Baltimore, MD 21222
02-27-09	Logan Elementary School 7601 Dunmanway Baltimore, MD 21222 Hawthorne Elementary School 125 Kingston Rd Baltimore, MD 21220	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136

<u>DATE</u>	<u>PICK-UP LOCATION</u>	<u>DELIVERY LOCATION</u>
03-04-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	McCormick Elementary School 5101 Hazelwood Ave Baltimore, MD 21206 Dundalk Elementary School 2717 Playfield Street Baltimore, MD 21222
03-13-09	McCormick Elementary School 5101 Hazelwood Ave Baltimore, MD 21206 Dundalk Elementary School 2717 Playfield Street Baltimore, MD 21222	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
03-26-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Sandy Plains Elementary School 8330 Kavanagh Rd Baltimore, MD 21222 Middlesex Elementary School 142 Bennett Rd Baltimore, MD 21221
04-03-09	Sandy Plains Elementary School 8330 Kavanagh Rd Baltimore, MD 21222 Middlesex Elementary School 142 Bennett Rd Baltimore, MD 21221	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, Md. 21136
04-14-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, Md. 21136	Powhatan Elementary School 3300 Kelox Rd Baltimore, MD 21207 Johnnycake Elementary School 5910 Craigmont Rd Baltimore, MD 21228

<u>DATE</u>	<u>PICK-UP LOCATION</u>	<u>DELIVERY LOCATION</u>
04-22-09	Powhatan Elementary School 3300 Kelox Rd Baltimore, MD 21207 Johnnycake Elementary School 5910 Craigmont Rd Baltimore, MD 21228	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136
05-13-09	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136	Lansdowne Elementary School 2301 Alma Rd Baltimore, MD 21227
05-21-09	Lansdowne Elementary School 2301 Alma Rd Baltimore, MD 21227 Hebbville Elementary School 3335 Washington Ave Baltimore, MD 21244	Hannah More Dental Clinic 12035 Reisterstown Rd Reisterstown, MD 21136

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-130
MOVING SERVICES – DENTAL EQUIPMENT
SCHOOL BASED DENTAL SEALANT PROGRAM
Due Date: 08/14/09, Time: 11:00 A.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE INVITATION TO BID / REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

_____ (City) _____ (State) _____ (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

BALTIMORE COUNTY, MARYLAND
 REQUEST FOR QUOTATION NO. Q-130
 MOVING SERVICES – DENTAL EQUIPMENT
 SCHOOL BASED DENTAL SEALANT PROGRAM
 Due Date: 08/14/09, Time: 11:00 A.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR QUOTATION			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 962-56-033583 Moving Services, Dental Equipment. All charges from arrival at the pick-up site to completion at the drop-off site.	70	HOUR	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

WHERE LANGUAGE IS BRACKETED SELECT ONE OF THE OPTIONS AND DELETE THE OTHER OR INSERT THE INFORMATION REQUESTED. PLEASE CONTACT THE PURCHASING DIVISION AND THE OFFICE OF LAW BEFORE THIS FORM IS MODIFIED

**BALTIMORE COUNTY, MARYLAND
CONTRACT**

THIS AGREEMENT made this ____ day of _____, ____, (the "Agreement") is by and between Baltimore County, Maryland, a body corporate and politic, (hereinafter "County") and **[NAME AND ADDRESS OF CONTRACTOR]** (hereinafter the "Contractor").

WHEREAS, the said Contractor, hereby covenants and agrees to [perform all services] [deliver all goods], in strict and entire conformity with the Attachment A entitled, "Services and/or Scope of Work to be Performed", "Goods To Be Provided", [and] any Purchase Order subsequently issued and the **[Invitation to Bid, Request for Proposal, Request for Quotation] Bid No. _____, as amended, and the Contractor's response and any amendments or revisions thereto [If material business terms are contained in correspondence or emails subsequent to initial bid response, Purchasing should list such correspondence and emails here] (collectively, the "Bid").**

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for [services and/or scope of work rendered][goods provided] in accordance with this Agreement, the other attachments hereto (ALL ATTACHMENTS MUST BE DESCRIBED HERE AND PROPERLY LABELED) and if applicable, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services and/or scope of work to be performed] [goods] will be provided with due care and in a [manner satisfactory to the County] and in accordance with all applicable [professional] standards.

2. **Compensation.**

2.1 In consideration of the [services and/or scope of work to be performed][goods] to be provided by the Contractor, the County shall pay the Contractor **[SELECT ONE OF THE FOLLOWING OPTIONS:]**[the sum of _____ Dollars (\$_____)]

[an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services and/or scope of work described herein][delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion.] [an hourly rate of \$_____ per hour for an approximate total of _____ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A [and in no event shall eligible expenses exceed \$_____ during the entire term of this Agreement].] [in accordance with the unit prices set forth in the Bid] [in accordance with the fee schedule attached hereto as Attachment ____].

2.2 The Contractor shall submit invoices to the County [SELECT ONE OF THE FOLLOWING OPTIONS: [monthly] [quarterly] [insert the time period for submission of invoices]. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- [Goods provided][Services and/or scope of work performed] during the preceding billing period

Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. [DELETE IF NOT APPLICABLE] Copies of invoices shall be sent to [Agency Name and Address]. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

[DELETE IF NOT APPLICABLE] [Cash Discount Periods will be computed from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later.]

2.3 [In no event shall the compensation paid to the Contractor exceed the sum of _____ Dollars (\$_____) [in any contract year] [during the Initial Term of this Agreement, as defined below] [or during any renewal period] [provided, however, that the County may entertain a request for escalation in any year subsequent to the first year in accordance with [SELECT ONE OF THE FOLLOWING: [Paragraph ____ of the Invitation to Bid] OR [Paragraph ____ of this Agreement]. [In no event shall the total compensation paid to the

Contractor under this Agreement exceed the sum of _____ Dollars (\$_____) during the entire term of this Agreement including renewals thereof.]

3. **Term.**

3.1 This Agreement shall be [retroactively] effective [SELECT ONE OF THE FOLLOWING: [as of the date above written] [when it has been properly signed by all parties hereto][when executed by the County] and shall continue through [Insert Date] [(the “Initial Term”)] [, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below], unless sooner terminated pursuant to this Agreement. [The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional [SELECT ONE OF THE FOLLOWING TIME PERIODS: [30] [60] [90] days], on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Agreement, the Contractor shall continue to submit invoices monthly, for [services and/or scope of work rendered] [goods provided] in the manner prescribed in Paragraph 2 hereof. Any compensation [or reimbursement] paid during the extension period shall, when added to sums already disbursed hereunder, not exceed the maximum amount set forth in Paragraph 2 of this Agreement. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.]

[3.2 The County reserves the right to renew this Agreement for [insert renewal period] on the same terms and conditions set forth herein. [INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION, UPON RENEWAL OF AGREEMENT, OTHERWISE, IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS] The County will automatically renew this Agreement at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation [, reimbursement] and manner of payment set forth in Paragraph 2 shall remain unchanged, including but not limited to, the maximum amount of compensation [and reimbursement] available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.]

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor is a [corporation][limited partnership][general partnership][limited liability company], duly formed and validly existing under the laws of the State of [INSERT STATE OF INCORPORATION] and is qualified to do business and is in good standing in the State of Maryland.

4.2 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor has the power and authority to consummate the obligations and responsibilities contemplated

hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.]

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that [he][she] is [duly authorized by the Contractor] [is the person set forth in the Procurement Affidavit with the authority] to execute and seal this Agreement on the Contractor's behalf.

4.4 SELECT ONE OF THE FOLLOWING OPTIONS: A. [The [professional] services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Agreement may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Agreement that is pertaining to or for goods. The parties understand and agree that County shall rely upon all express warranties contained in this Agreement, including but not limited to the Bid, and any sample or model presented by Contractor and expressly accepted by the County.] OR B. [The goods to be delivered shall comply with the implied warranties of merchantability, fitness for particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Agreement, including but not limited to the Bid.]

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of Contractor. Such documentation fairly and accurately represents the financial condition of Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit[, the Bid response], the Contract Affidavit, attached hereto as Attachment C and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

5. **Termination for Convenience.**

5.1 The County may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated

by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

The Contractor shall provide evidence of insurance as required by the County pursuant to the insurance requirements attached hereto as Attachment ____ in form and amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. [INCLUDE IF THERE ARE ATTACHED INSURANCE REQUIREMENTS: In the event of a conflict between the provisions of the attached insurance requirements and this Agreement, the provisions of this Agreement shall prevail.

7. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Agreement.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Agreement [FOR CAPITAL IMPROVEMENT CONTRACTS: , including but not limited to, time frames specified or the completion schedule which is described in Attachment A.][If the delivery of the goods that are the subject of this Agreement [SELECT ONE: [was not made][is not being made] in good faith and/or in accordance with this Agreement, including but not limited to, the delivery schedule which is attached hereto as Attachment ____].

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

7.5 **Bankruptcy.** If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee,

custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

8. **Remedies for Default.**

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

8.2 **Upon termination of this Agreement for default, the County may elect to pay the Contractor for [services and/or scope of work provided] [goods delivered] up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion.** If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

11. **Conflict of Interest.**

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

12. **Assignment.**

12.1 Neither the County nor the Contractor shall assign, subcontract or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

12.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. **Indemnification.**

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright,

patent rights, or intellectual property rights in connection with the Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Fee Prohibition.**

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

17. **No Partnership.**

Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland.

19. **Recitals and Conflicting Terms.**

[19.1] The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is also hereby incorporated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

[19.2] In the event of a conflict between the Bid (including standard specifications) and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

[19.3] If a conflict arises between the provisions of this Agreement and any Purchase Order, the provisions of this Agreement shall prevail.

[USE FOR CAPITAL IMPROVEMENT ONLY] [19.4 In the event of a conflict between this Agreement, the Baltimore County Department of Public Works' Standard Specifications For Construction And Materials, and the Standard Details For Construction, the parties hereto agree that the provisions of this Agreement shall prevail.]

20. **Severability.**

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

21. **Time is of the Essence.**

TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. **Funding.**

The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

23. **Counterparts.**

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

24. **Ownership of Goods.**

All finished or unfinished work or work product, reports, or goods that are the subject of this Agreement [DELETE IF NOT APPLICABLE: including any licenses or consents acquired by the Contractor for performance hereunder,] shall be and shall remain the property of the County.

25. **Discrimination Prohibited.**

25.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion,

sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

25.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

26. **Reports / Information/Inspections / and Audits.**

[DELETE IF NOT APPLICABLE: 26.1 The Contractor shall furnish the County with the following reports or information [insert reporting requirements]: Reports produced for the County under this Agreement should be on recycled and recyclable paper printed on both sides.

[26.2] At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. Contractor shall retain all records, information, and documentation of the Contractor related to this Agreement, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

[DELETE IF NOT APPLICABLE: 26.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the County.]

27. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

[Make it a sentence or column, depending on space available]

FOR THE COUNTY: [Contact Name and/or Job Title, address, telephone number and fax number]

[IF DEEMED NECESSARY] [ADDITIONAL CONTACT] FOR THE COUNTY: [Contact Name, County Attorney, address, telephone number and fax number] [DELETE IF NOT APPLICABLE]

[IF DEEMED NECESSARY] BALTIMORE COUNTY OFFICE OF LAW: [Contact Name, address, telephone number and fax number] [DELETE IF NOT APPLICABLE]

[Make it a sentence or column, depending on space available]

FOR THE CONTRACTOR:
/[Contact Name,
address
telephone number and fax number]

[IF DEEMED NECESSARY] **[ADDITIONAL CONTACT]** [DELETE IF NOT APPLICABLE]
FOR THE CONTRACTOR:
[Contact Name,
address
telephone number and fax number]

[DELETE IF NOT APPLICABLE: 28. **Recycled and Recyclable Products.**

Any goods delivered under this Agreement that require packaging must be packed in recycled and recyclable materials.]

[DELETE IF NOT APPLICABLE: 29. **HIPAA. § Compliance With Federal HIPAA And State Confidentiality Law**

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time. This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
2. Providing good management practices regarding all health information and medical records.

B. [If the County determines that functions to be performed constitute business associate functions as defined in HIPAA, t][T]he Contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501, as the same may be amended from time to time. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the County determines that the Contractor has not provided the HIPAA agreement required by this Agreement, the Procurement Officer, upon review of the Baltimore County Office of Law, may determine the Contractor to be in default of this Agreement.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as, the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

30. **Political Contribution Disclosure Affirmation.**

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$100,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

31. **No Waiver, Etc.**

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

32. **Survival.**

Those sections in this Agreement which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), 26 (Reports/Information/and Audits), shall survive the termination of this Agreement.

[USE FOR CAPITAL IMPROVEMENT ONLY] 33. **Applicable Laws, Codes, Ordinances, and Regulations.**

The services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances, regulations (including but not limited to the Baltimore County Department of Public Works' Standard Specifications For Construction and Materials and the Standard Details For Construction).

[INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, ETC.]

IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Federal Identification No. _____

By: _____ (SEAL)

[Insert Name]

[Insert Title]

WITNESS:

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

By:

Fred Homan

_____ Date

Administrative Officer

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey.

Approval or Disapproval of Substantive Nature of Transaction.

Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND APPROVED:

[INSERT DEPT. AND DEPT. HEAD]

BALTIMORE COUNTY COUNCIL

By: _____

Chairman

_____ Date

ATTACHMENT A

[SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED] [GOODS TO BE PROVIDED]
[FOR CAPITAL IMPROVEMENT CONTRACTS: TIME FRAME OR COMPLETION SCHEDULE
WITH INTERIM BENCHMARKS, AS APPLICABLE]

SAMPLE

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE [REQUEST
FOR PROPOSAL # / REQUEST FOR BID#] AND THE BID RESPONSE.

ATTACHMENT B

[INSURANCE INFORMATION]

SAMPLE

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated _____, and executed by (me) (_____) for the purpose of obtaining the contract to which this Affidavit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____
Name:
Title:
(Authorized Representative and Affiant)