

REQUEST FOR PROPOSAL



09-227 REGIONAL WORKFORCE ANALYSIS

OFFERORS SHALL REVIEW ALL ADDENDA TO THIS SOLICITATION
ON THE COUNTY'S WEBSITE: www.harfordcountymd.gov/procurement

NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE FAXED OR E-MAILED TO:

Daniel J. Guthrie
Procurement Agent II

Phone: 410-638-3550
410-879-2000 Ext. 3550

Fax: 410-879-8658

Email: djguthrie@harfordcountymd.gov

According to the Americans with Disability Act, this document is available in alternative format upon request.

Preserving Harford's past; promoting Harford's future



REQUEST FOR PROPOSALS
09-227
REGIONAL WORKFORCE ANALYSIS

1. INTRODUCTION

1.1 Request for Proposal Objective

This Request for Proposal is to solicit technical and cost proposals from qualified firms to assist Harford County with a regional workforce analysis.

1.2 Issuing Office

Harford County
Department of Procurement
220 South Main Street
Bel Air, Maryland 21204
Attn: Daniel J. Guthrie, Procurement Agent II
Fax: 410-879-8658

1.3 Request for Proposal Schedule

1.3.1 A pre-proposal meeting will be held on Tuesday, February 17, 2009, 10:00 a.m. at the Heat Center, 1201 Technology Drive, Room 119, Aberdeen, MD 21001.

1.3.2 Written or faxed requests for clarification and additional information must be received in the Issuing Office not later than February 25, 2009 to ensure adequate time to prepare and circulate any necessary addenda to all offerors.

1.3.3 One (1) original and four (4) sealed copies of the proposal must be received in the Issuing Office no later than the close of business on March 5, 2009. There will be no public opening; see Section 5 for specific directions for proposal preparation and submission.

1.3.4 Proposals submitted in response to this RFP are irrevocable for 90 days after the proposal due date.

1.3.5 Award of the contract is anticipated in March, 2009.

2. GENERAL INFORMATION FOR OFFERORS

2.1 Reservations

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

2.2 Addenda

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

2.3 Oral Presentations

The County may request offerors to make oral presentations of their qualifications, and to substantiate any portions of proposals submitted. The Issuing Office will schedule such presentations.

2.4 Economy of Preparation

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

2.5 Incurred Expenses

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

2.6 Acceptance of Terms and Conditions

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

2.7 Public Information Act Notice

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

2.8 Evidence of Offeror Responsibility

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

2.9 Award Without Discussions

The County reserves the right to accept the best written proposal without further discussions, and may do so; thus, offeror should ensure that the initial proposal is both complete, and competitively priced.

2.10 Contractor Responsibilities; Subcontractors

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

2.11 Conflicts of Interest

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

2.12 Financial Disclosure

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

2.13 Political Contribution Disclosure

The successful offeror shall comply with the provisions of Article 33, §30-1 et seq. of the Annotated Code of Maryland, which requires that every bidder or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision

are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

2.14 Anti-Bribery Affidavit

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

2.15 Non-collusion

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

2.16 Compliance with Laws

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

2.17 Governing Law

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

2.18 Ownership and Retention of Records

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the successful offeror shall retain all records and documents related to any contract awarded pursuant to this RFP for 3 years after final contract payment by

the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

2.19 Billing and Payment

The successful offeror shall keep accurate, document records of time, material and transportation allocable to the County's contract. Payment will be made monthly on that basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary.

2.20 Applicable Standards/Guidelines

The Consultant is required to perform all services in accordance with generally accepted standards of professional engineering practice, and in accordance with all applicable Federal, State and local codes.

2.21 Change of Scope

Harford County maintains the right to delete or insert tasks in the scope with appropriate changes in cost.

2.22 Project Manager

The Project Manager will manage and coordinate the design for this project. All communications related to this project shall be directed to:

Karen Holt
BRAC/CSSC Manager
Economic Development
1201 Technology Drive
Aberdeen, MD 21001
410-273-5709

2.23 Insurance Requirements

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

2.23.2 The coverages will be evidenced by a certificate of insurance issued directly to the County by the offeror's agent, and provide 60 days' written notice to the County of cancellation or material change in coverage. A two-year extended reporting provision is required to

safeguard against gaps in coverage after policies are terminated. All liability policies shall name Harford County, Maryland as an additional insured.

2.23.3 Required Coverages and Limits:

- .1 Automobile Liability (owned, hired and non-owned automobiles): \$1,000,000
 - Bodily injury, person \$1,000,000
 - Bodily injury, per occurrence 1,000,000
 - Property damage, per occurrence 1,000,000
- .2 Commercial General Liability: \$1,000,000
 - Bodily injury, property damage or medical expenses, per occurrence: \$1,000,000
 - Bodily injury, property damage and personal injury claims: \$1,000,000
- 3. Workers Compensation: Statutory limit

2.24 Reciprocal Preference For Local Bidders

2.24.1. When supplies or contractual services are purchased through the bid process established by this chapter, the County may give a preference to the local bidder who is the lowest responsible local bidder if:

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

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

3. DESCRIPTION OF REQUIREMENTS

Scope of Services

See Attachment A, Scope of Services,.

4. EVALUATION AND SELECTION CRITERIA

4.1 Evaluation Committee

The County will establish an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follow.

4.2. Technical Evaluation Criteria

The technical proposal must be submitted in the format outlined below.

**4.2.1 Project Understanding
Comments on Scope of Work (15 Points)**

Consultant shall state, in a concise manner, its interpretation and understanding of the project. The consultant shall review and comment on the completeness of the Scope of Work.

Of special interest are any potential changes to the Scope of Work that would result in overall project cost savings or any potential omissions that could result in additional scope of work and a subsequent increase in the project cost.

4.2.2 Qualifications and Experience of Key Staff (20 Points)

The Consultant shall designate key staff members assigned to the project and shall provide a resume for each member. Describe the roles of each team member including sub consultants in narrative and organizational chart form. Demonstrate the technical merit of the assigned staff and their experience on conducting research and data analysis.

4.2.3 Similar Work Experience (20 Points)

The Consultant shall provide documentation for three (3) similar Regional Workforce Analysis studies within the last five (5) years. Include, project name, contact person, address, phone, email and cost of project, awarded amount of contact consultant had and completion status.

The Consultant shall demonstrate their working experience and knowledge of the northeastern Maryland economy, workforce and BRAC.

4.2.4 Project Approach

(15 Points)

Identify the personnel that will be assigned to this project. Each member of the project team will be described in terms of position in the firm and on the project team, relevant projects the person has worked on in the past and their particular responsibilities for this project. Identify the project manager responsible for this project. The project manager must have the responsibility and authority to act on behalf of the firm in matters relating to the proposed project. Include an organizational chart as part of the submittal.

The consultant will describe the proposed approach for ensuring that this Workforce Analysis meets the needs of the County. Describe the roles of the consultant and the County during each phase of the project.

Describe how you plan to interface with the CSSC Project Manager.

Describe other resources you will assign to this contract.

Describe your technical and management approach to the project including a discussion of the scope of required services and program requirements and how you will plan for and accommodate each aspect of program requirements and the scope of work into the project effort. Discuss how and what lines of communication will be implemented to ensure smooth operation of the Regional Workforce Analysis project.

Submit a realistic outline of the complete workforce analysis schedule. This schedule should expand upon phases, including key milestones and/or completion dates and deliverables.

4.2.5 Utilization of external collaboration and networking. (10 points)

Show the ability to gather data from multiple sources through public and private sector networking as appropriate.

4.3 PRICE PROPOSAL DEVELOPMENT

(20 points)

5. INFORMATION REQUIRED IN OFFEROR PROPOSALS

5.1 Two-Volume Submittal

- 5.1.1 Each offeror must submit one (1) original and four (4) copies of its technical proposal, with the original clearly marked and a CD ROM containing this information. The technical proposal must be accompanied by a brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with required affidavit(s) attached.
- 5.1.2 The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee, each offeror must submit one (1) copy of the price proposal, using the form provided herein, **separately sealed** in an envelope clearly marked with the words "Price proposal," and the RFP number/title.
- 5.1.3 The committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available Technical proposal points.
- 5.1.4 The committee will award the full 20 Price Proposal points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20-point basis.

6. BASIS OF AWARD

The highest rated firm based on technical and cost will be awarded a contract under this proposal.

ATTACHMENT A
09-227
REGIONAL WORKFORCE ANALYSIS
SCOPE OF WORK

1. Introduction

Background - In November 2005, Congress adopted into law the Department of Defense and the Base Realignment and Closure (BRAC) Commission's final recommendations. Maryland fared well in the process lending additional momentum toward enhancing our diversified, knowledge-based economy.

Aberdeen Proving Ground anticipates a net gain of 8,200 on-base jobs, and contractor-related jobs are estimated conservatively at 1.5 to 2.0 per each government job. Our regional challenge is to not only accommodate this growth in a manner that is both efficient and effective over the long term, but to let it serve as a positive transforming catalyst for our community.

Project Description- The purpose of this project is to create a white paper using existing data to provide detailed, quantitative projections that reflect the anticipated critical workforce impacts and needs for the region resulting from the BRAC 2005 decisions as well as recommendations to mitigate any anticipated shortfalls. Particular attention should be paid to spousal employment of incoming BRAC personnel. The regional study area shall include primarily CSSC member jurisdictions of Harford County, Cecil County, Baltimore County, and Baltimore City which are projected to receive the majority of direct impacts per the CSSC Demographics Study. Consideration should also be given to surrounding jurisdictions within the CSSC region in defining the labor market for the region. The information from the study will be utilized to identify and mitigate where appropriate the gap in critical workforce areas per 1,000 people in the population including.

- Education (K- 16) particularly positions that historically are difficult to fill such as foreign language and specific technologies

- Public Safety and Emergency Services (law enforcement, fire, and ambulance)

- Health and Social Services available at a community and regional level (medical and mental health,)

Study Oversight and Coordination: For the purposes of the Workforce Analysis, there will be oversight by the BRAC Manager and the Regional Workforce Analysis Committee. In addition, there will be interaction with Susquehanna Workforce Network, APG, Ft Monmouth, Combined Professional Association, Industrial Representatives Association and governmental departments of member jurisdictions and strategic partners as identified by CSSC Staff. All tasks and responsibilities within the proposed work program are the responsibility of the consultant unless otherwise specified.

2. Scope of Work

A. Analyze existing data sources to identify workforce demographics and projected workforce demands related to BRAC in the CSSC region. Work with the affected labor market and provide insight as to how the regional labor market is defined and affected. Obtain and review existing data available from public sources and for each specified partner (contact as provided by CSSC) to include, but not be limited to:

Susquehanna Workforce Network

Emergency Services

Public Education K- 12

Upper Chesapeake Health

Union Hospital of Cecil County

Franklin Square Hospital

Community Colleges

Law Enforcement sheriff, state & municipal

Synthesize, disaggregate and update scale and scope of detail in the data for the region in the specified areas.

B. Conduct a comparative demographic analysis of the region with similar communities in the U.S. Identify projected impact factors and provide a projected timeframe, utilizing baseline data for monitoring BRAC impact on the specified workforce.

C. Identify workforce gaps in the region

1. Review of the CSSC's Demographic analysis, CSSC's Capital Facilities Study, Susquehanna Workforce Network (SWN)'s Labor Shed Analysis and BRAC Workforce Analysis, and U. S. Department of Labor (DOL) Study – findings and recommendations from these studies will be used as baseline data to project workforce needs.

3. Coordinate survey questions for inclusion in a larger survey of incoming workforce to include a sampling of military and contractor's personnel. Calculate data into your analysis.

4. Use the unified regional data broken down by the different county / municipal / administrative units to project the impacts of BRAC and to assist with workforce growth estimations in the following areas:

- Education
- Public Safety and Emergency Services
- Health and Social Services

D. Deliverable(s):

1. Present the workforce analysis by region, county, municipality and administrative units.

2. Identify projected impact factors & regional considerations

3. Identify the projected workforce needs in education, public safety and emergency services, and health and social services

4. Provide an impact projection for education, public safety and emergency services and health and human services

5. Identify credential requirements for occupations where workforce gaps are identified. Include recommendations to mitigate potential gaps in the transfer of credentials for spouses and family members that may transfer with BRAC personnel.
6. Provide survey questions for incoming workforce survey
7. Provide a projected timeframe for monitoring BRAC impact

3. Expected Outcomes

- Review of existing data and models
- Analysis section that details the evaluation and assumptions
- Provide workforce demographics; refine data and impacts (provide low-mid-high scenarios) as they relate to workforce pattern to include projections of increased need, supply and gap analysis
- Provide assessment of current conditions and highlight priority areas.

Prior to the final plan being delivered, draft report sections, including recommended actions, will be submitted to the BPAC Applications and Executive Committee for review, discussion and approval

4. Special Requirements

A 60-day interim report is requested regarding project's status and anticipated findings.

Provide a timeline for work to be completed

Provide three references from clients with whom you provided similar services

Describe your knowledge of the workforce and BRAC

Describe your knowledge of Maryland's northeast region.

5. Eligibility

Proposals may be submitted by any domestic or foreign for profit or non-profit organization, public or private, such as universities, colleges, laboratories, or units of State or local governments

6. Timeline and Anticipated Efforts

Final report is due 120 days from date of proposal award.

7. Award Criteria

The criteria used to make awards will include receipt of a sufficient number of proposals of adequate scientific merit, as determined by peer reviewers; relevance of proposals to the priorities outlined; and availability of funds. The employment of each contractor will be in accordance with Federal requirements and the attached scope of work. Harford County Government (applicant) acknowledges the requirement to comply with the procurement standards in CFR 32 Part 33, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments, Subpart A. General Section 33.36 Procurement.

REQUEST FOR PROPOSAL

09-227

REGIONAL WORKFORCE ANALYSIS

Price Proposal

TO: Director of Procurement
Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Proposal No. 09-227

FROM: _____

Pursuant to your request inviting proposals to be received, until close of business, on March 5, 2009, for "Regional Workforce Analysis" and having examined the site, the undersigned hereby submits the following price proposal. It is understood that the County reserves the right to award all or part of this project without claim for damages or lost profit. In addition, the County reserves the right to delete all or part of the project without compensating the consultant for lost work or profit.

TOTAL COST \$ _____

TOTAL COST WRITTEN _____

CONSULTANT: _____ **DATE:** _____

Proposer acknowledges all addenda.

Addenda Number and Date: _____

_____ Check here if there are no Addenda.

PROPOSAL SUBMITTED BY:

Name of Company

Authorized Representative/Title
(Signature)

Address

Authorized Representative/Title
(Print/Type)

City, State, Zip

Telephone Number

E-mail Address

Facsimile Number

Date

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 et seq. of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):
