



**111 Airport Drive East  
Frederick, Maryland 21701  
301-600-1194  
Fax 301-600-3871**

## **REQUEST FOR QUOTATION**

**TO: All Qualified Vendors**

**RE: RFQ-17-5, Snow and Ice Removal Services**

**FROM: Keisha L. Brown, Purchasing Manager**

**DATE: November 18, 2016**

The City of Frederick is soliciting fee proposals from qualified contractors for the purpose of providing snow and ice removal services.

### **GENERAL CONDITIONS**

The City of Frederick Purchasing Department will accept quotations until 3:00 p.m. Eastern Standard Time, Thursday, December 1, 2016. Quotations may be faxed to 301-600-3871, or e-mailed to [klbrown@cityoffrederick.com](mailto:klbrown@cityoffrederick.com). Quotations received after that time will be considered late and will not be accepted.

The City of Frederick reserves the right to reject any, and all Quotations, or to waive any minor irregularities in the process. The City further reserves the right to seek new quotations when such a procedure is reasonably in the best interest of the City to do so. Minority owned and operated businesses are encouraged to participate in the submission process.

The City of Frederick Government does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, or any other legally protected group in employment or in the provisions of services.

### **QUOTATION CLARIFICATION**

Any questions or clarifications concerning this Request for Quotation shall be submitted in writing via email to [klbrown@cityoffrederick.com](mailto:klbrown@cityoffrederick.com). The quotation title and number shall be referenced on all correspondence. All responses to questions will be sent to all prospective contractors in the form of an addendum.

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**TERM OF CONTRACT:**

This contract shall commence upon issuance of a Purchase Order and run throughout the 2016-2017 winter season. Pricing shall be fixed and firm for the duration of the contract.

Due to the unpredictable nature of the work, the City is unable to provide estimates of number of weather events or hours to be worked. Historically, there have been approximately ten snow events per year. The contractor will be expected to undertake this work regardless of the actual amount involved.

The City of Frederick reserves the right to increase or decrease the quantities of work based on the unit prices bid for the project. No adjustments in unit price shall be allowed based upon increase or decrease in estimated quantities.

**ASSIGNMENT**

Consultant agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its right, title or interest herein, without The City of Frederick's prior written consent.

**INDEMNIFICATION**

Contractor shall indemnify, protect, defend, and hold harmless the City, the City's representatives, and their respective officers, directors, elected and appointed officers, officials, partners, employees, and agents ("City Indemnitees") from and against all liability, claims, demands, damages, losses, liens, causes of action, suits, judgments, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees and costs of defense ), of any nature, kind, or description claimed, asserted, or prosecuted by any person or entity whomsoever, to the extent caused by: (i) the negligent, acts, errors, or omissions, by Contractor, its agents, partners, employees and sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the material breach of this Agreement, except to the extent that any claims or damages are caused by the negligence, willful misconduct or material breach of this Contract by the City Indemnitees. This indemnity obligation shall survive the termination or expiration of this Agreement, but shall not otherwise extend any applicable statute of limitations or statute of repose. This indemnity obligation shall be in addition to, and not in lieu of, any and all other liability which the Contractor has or may have to any party indemnified hereunder or to third parties as a matter of law. Contractor's obligations hereunder shall not be limited by any insurance coverage required by this Agreement.

**DISCLAIMER**

The City of Frederick may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason what so ever any or all Quotations submitted; re-solicit this Request for Quotation; postpone or cancel at any time this Request for Quotation process; or waive any formalities of or irregularities in the process. Quotations that are not submitted on time and/or do

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not conform to The City of Frederick's requirements will not be considered. The selection by The City of Frederick shall be based on the quotation, which is, in the sole opinion of The City of Frederick to be in the best interest of The City of Frederick. The issuance of this Request for Quotation constitutes only an invitation to make presentations to The City of Frederick. In all cases, The City of Frederick shall have no liability to any Contractor for any costs or expense, incurred in connection with this Request for Quotation or otherwise.

**AWARD OF CONTRACT**

The contract will be awarded to the lowest responsive, responsible vendor that submits the Quotation that conforms to the Scope of Work and is most advantageous to The City of Frederick.

**PAYMENT**

Invoices shall be mailed to Accounts Payable, 111 Airport Drive East, Frederick, MD 21071 or sent electronically to [invoices@cityoffrederick.com](mailto:invoices@cityoffrederick.com). Invoices will be subject to verification and approval by Michael Winpigler, Street Department Superintendent. Payment will be made upon completion, inspection and acceptance by Mr. Winpigler, who is the assigned City of Frederick Project Manager.

**SITE VISIT**

Each Contractor shall completely satisfy themselves as to the exact nature and existing conditions of the site location and requirements of the specifications for extent and quality of the work to be performed. Failure to do so shall not relieve the Contractor of its obligation to carry out the provisions of the contract.

**CONTRACTOR'S QUALIFICATIONS**

Contractors must be engaged in snow and ice removal services and shall have been actively engaged in this field for a minimum of three years.

The City reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

The services to be supplied by the Contractor will include the removal of ice and snow from any or all sidewalk areas, handicap ramps, parking lots and all entrances and exits on the premises of the following areas (see attached maps):

1. Church Street Parking Garage
2. Market Space (old Lapaz parking lot)
3. Court Street Parking Garage
4. Citizens Way
5. Carroll Creek Parking Garage
6. Carroll Creek Way
7. Carroll Creek Parking Lot (including space #8)

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8. West Patrick Street Parking Garage
9. East All Saints Street Parking Garage
10. Delaplaine Way
11. Marc Train Station Parking Lot
12. Commerce Parking Lot (Board of Education)
13. Old Town and Old Carmack Parking Lot (on North Market Street)
14. All sidewalks around all parking garages

Note: Rubber blades must be used in all parking garages.

All building entranceways, exits, and sidewalks shall be clear of accumulation of snow, ice or slush.

Calcium chloride or a comparable product will be used to prevent icing on sidewalks. **The City will provide its chosen deicing agent for use. No sodium chloride or rock salt may be used on sidewalks or decking.** All chemicals shall be spread using a drop or broadcast style spreader to prevent clumping. The Contractor shall take care to prevent over-accumulation of chemical product and will sweep away excess chemicals from doorways to maintain safe conditions.

The Contractor assumes responsibility for any damage that occurs from placement of snow, including damage to shrubbery, plant materials, curbs, fire hydrants, light poles and railings. Care will also be taken to minimize the loss of parking spaces due to the piling of snow. Extra attention will be given to all handicap ramps and spaces.

As part of clearing the sidewalks, the Contractor will ensure that all fire hydrants are clear of snow during a snow event and will make sure there is access to the hydrants.

The Contractor shall conduct a facility-conditions assessment prior to snowfall and remit findings to the Project Manager. All damage at a location must be noted by the Contractor, including but not limited to curbs, signs, planters, light poles, asphalt, landscaping or turf areas. If damage is present, the Contractor must take appropriate measures to document that the damage is pre-existing; this can be done with photos and notated remarks. In any case, all pre-existing damage noted by the Contractor must be communicated to the Project Manager in writing.

The Project Manager or his representative and the Contractor will make a mutual determination where snow will be stacked/staged on site in a manner that will maximize available parking and avoid any safety issues.

The Contractor and/or the Street Superintendent or his representative may inspect the entire contracted area at any time during the season to assess possible damage to the property. All damage must be noted, including but not limited to curbs, signs, planters, light poles, asphalt, landscaping or turf areas. All new damage must be addressed and repaired no less than 60 days after notice to the Contractor by the Project Manager or his representative. The Project Manager

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shall determine the best course of action to repair any damage caused by snow plowing and chemical broadcast services. The Project Manager shall have the right to withhold funds until all repairs are completed and approved by him or his representative.

Snow and ice clearing shall be available on a continuous 24 hours per day and 7 day per week basis. The Contractor shall be required to begin services within one hour of any service request from the Project Manager or his representative. If Contractor wishes to pre-salt, Contractor must contact the Project Manager or his representative for approval.

The Contractor will be responsible to continue snow-clearing and ice control operations until bare pavement has been exposed and the snow and ice event has finished. Additional clearing of parking areas, sidewalks, entrances and exits may be necessary after snow and ice events have finished, and it is the responsibility of the Contractor to ensure these areas have been properly cleared. In the event precipitation intensifies to where additional equipment is needed to maintain the integrity of the facility (specifically front end loader, backhoe and dump truck to move or remove snow piles), the Contractor will notify the Project Manager and City equipment will respond as available.

Locations will be quoted collectively. The hourly rates bid by the Contractor will apply to all locations.

The Contractor shall supply to the Project Manager all contact numbers which will make the Contractor available seven days a week, twenty-four hours a day during any snow and/or ice event. Any service request received by the Contractor from the Project Manager or his representative must to be addressed within one hour of such request.

**NOTICE TO PROCEED**

The vendor shall initiate the work expeditiously upon notice by Michael Winpigler, Street Department Superintendent or his designee. Work shall begin no more than one (1) hour after Mr. Winpigler's notice to proceed and be continuous until all areas are cleared.

**CITY OF FREDERICK INSURANCE REQUIREMENTS**

Bidders must submit with their quotation proof of insurance meeting or exceeding the following requirements with Insurance Carriers possessing an A.M. Best rating A-VI or better.

The City of Frederick shall be named as an Additional Insured on each contractor/ subcontractor's General Liability and Umbrella policy. A Certificate of Insurance shall be submitted to The City of Frederick evidencing the following coverage with an unconditional 30 day notice of cancellation striking the "endeavor to" wording. This Certificate must be submitted before any work will be permitted at each job site.

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- A. Workers' Compensation Insurance-Statutory limits and Employer's Liability Insurance of \$1,000,000 bodily injury each accident/\$1,000,000 policy limit for each employee/\$1,000,000 per employee bodily injury by disease
  
- B. Commercial General Liability Insurance-This coverage must include premises/operations as well as products/completed operations with no exclusion for collapse, underground or explosion. Contractual Liability should also be included as well as a waiver of subrogation. The minimum required limits are as follows:
  - \$2,000,000 General Aggregate Limit
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Liability Limit
  - \$1,000,000 Each Occurrence Limit
  - \$50,000 Fire Damage Limit
  - \$5,000 Medical Expense Limit (Per Person)
  
- C. Business Automobile Insurance with a minimum of \$1,000,000 combined single limit of liability.
  
- D. Commercial Umbrella Insurance with a minimum limit of \$2,000,000 per occurrence.
  
- E. The Contractor shall require each subcontractor to maintain, at a minimum, the same coverage as outlined in A through D above.

The Contractor shall have executed and delivered to The City of Frederick a copy of all insurance certificates. All insurance policies under Coverage B and D shall name The City of Frederick as Additional Insured.

**TERMINATION FOR DEFAULT**

If the Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, The City of Frederick may terminate this Contract, in whole or in part, upon written notice without penalty to The City of Frederick. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of The City of Frederick as stated in the following section.

**TERMINATION FOR CONVENIENCE**

The City of Frederick may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of The City of Frederick. If this Contract is for supplies, products, equipment, or software, and is so terminated for convenience by The City of Frederick, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for

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services and so terminated, The City of Frederick shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**LOCAL PREFERENCE**

Pursuant to The City of Frederick Purchasing Rules and Regulation Section III, Subsection C, a preference credit of 10%, not to exceed \$3,000, shall be granted to a City of Frederick business and a preference credit of 5%, not to exceed \$1,500, shall be granted to a State of Maryland business when evaluating any competitive solicitation. The preference is only used for computational purposes to determine the winning quotation, and has no bearing on the actual price or cost to the City.

In order for a vendor to be considered for Local Preference, the vendor must fill out in its entirety and submit with their quote the “Local Vendor Preference Qualification Form” attached to this Request for Quotation.

END OF SECTION

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**QUOTATION FORM 1 of 2**

Deliver Quote to:  
[klbrown@cityoffrederick.com](mailto:klbrown@cityoffrederick.com)  
Fax: 301-600-3871  
  
**Purchasing Department  
111 Airport Drive East  
Frederick, Maryland 21701**

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**REQUEST FOR QUOTATIONS SHALL BE DUE  
December 1, 2016 BY 3:00 PM**

Name and Signature Requirements for Bids , Contracts and Proposals

The correct legal business name of the proposer must be used. A trade name (i.e. a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The bidders signature must conform to the following:

1. Where the bidder is a corporation, a corporate seal is required or a separate corporate officer must attest that the person signing is authorized to bind the corporation.
2. Where the bidder is a partnership, at least one general partner must sign.
3. Where the bidder is a sole proprietor, the owner of the company must sign.

CONTACT PERSON (PLEASE PRINT CLEARLY)

F.E.I.D. NUMBER

E-Mail

Terms: Net 30

PROPOSERS CORRECT LEGAL BUSINESS NAME

TELEPHONE NUMBER

ADDRESS

TOLL FREE NO.

REMITTANCE ADDRESS

FAX

**NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)**

**SIGNATURE OF ABOVE PERSON**

**DATE**

**(AFFIX CORP SEAL HERE)**

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QUOTATION FORM 2 of 2

All Quotations are to be in accordance with all Minimum Specifications and Proposed Scope of work. Any exception to the specifications shall be listed on the Quote Form. The specifications provided describe the various classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope shall not relieve the CONSULTANT from performing such work where required by any part of the specifications, or necessary to the satisfactory completion of the project.

ITEM	ITEM DESCRIPTION	PRICE
1	<b>Pickup Truck with Plow (including Operator)</b>	\$ _____ per hour _____ (in written words)
2	<b>Pickup Truck with Plow and attached Salt Spreader (including Operator)</b>	\$ _____ per hour _____ (in written words)
3	<b>Snow Blower with Operator</b>	\$ _____ per hour _____ (in written words)
4	<b>Manual Salt Spreader or Shovel with Operator</b>	\$ _____ per hour _____ (in written words)
	<b>Total</b>	\$ _____ _____ (in written words)

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**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Quotations and Minimum Specifications and any other documents accompanying or made a part of this Request for Quotation.

I hereby propose to furnish the goods or services specified in the Request for Quotation. I agree that my quote will remain firm for a period of up to 120 days in order to allow the City adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of The City of Frederick or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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**LOCAL VENDOR PREFERENCE QUALIFICATIONS**

Pursuant to The City of Frederick Purchasing Policies and Procedures Section III “C”, a preference credit of 10%, up to a value of \$3,000,00 shall be granted to a City of Frederick Business and a preference credit of 5%, up to a value of \$1,500.00 shall be granted to a State of Maryland Business when evaluating any competitive solicitation. In order to qualify for this preference, a vendor must meet all of the following criteria:

A. "City Business" means a business entity that (i) For at least one year immediately preceding the issuance of the relevant request for quotes or formal solicitation, has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located within the City; (ii) For the most recent tax year, has paid any business tax or real property tax due to the City; and (iii) Will use only subcontractors who meet the criteria of (i) and (ii).

B. "State Business" means a business entity that (i) For at least one year immediately preceding the issuance of the relevant request for quotes or formal solicitation, has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located within the State of Maryland; (ii) For the most recent tax year, has paid any business tax or real property tax due to a political subdivision of the State of Maryland; and (iii) Will use only subcontractors who meet the criteria of (i) and (ii).

Vendors claiming local or state preference for any Bid, Price Quote or RFP must submit an Affidavit of Eligibility (see next page) with their bid, quote response or proposal. Submit completed affidavits via mail or fax to the following location:

City of Frederick Procurement  
111 Airport Drive East  
Frederick, Maryland 21701  
Fax: 301-600-3871

For questions or assistance relating to the City’s Local Preference Policy contact the Purchasing Department.

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AFFIDAVIT OF ELIGIBILITY

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*This form is to be completed in its entirety by the prime vendor and submitted along with your Bid, Quote or Proposal. Incomplete forms will be rejected for preference evaluation.*

*In addition each vendor shall submit on the form provided below the name(s) of major subcontractors the vendor proposes to employ. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price. In order for a vendor to be considered for local preference points all major subcontractors must also qualify. Please fill out a form for each major subcontractor the vendor proposes to employ. Copy this form if additional forms are required and attach as submittals to Proposal. Incomplete forms will be rejected for preference evaluation.*

1. LEGAL NAME OF FIRM: \_\_\_\_\_

Mailing Address:

Physical Address (if different):

_____	_____
_____	_____
_____	_____

2. Year your business was established in The City of Frederick: \_\_\_\_\_

Year your business was established in the State of Maryland: \_\_\_\_\_

3. Does your business have more than one office in the State of Maryland?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, specify the office locations \_\_\_\_\_

4. Was the local business required to pay business and or real property tax for the most recent tax year?

Yes \_\_\_\_\_ No \_\_\_\_\_

If, Yes did the local business pay any of this tax to the City of Frederick ?

Yes \_\_\_\_\_ No \_\_\_\_\_

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Under penalty of perjury, the undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City of Frederick in an attempt to qualify for a local preference shall be prohibited from bidding on City of Frederick products and services for a period of one (1) year.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ (name), as \_\_\_\_\_ (position) of \_\_\_\_\_ (company) and he/she did acknowledge the foregoing instrument to be the act and deed of \_\_\_\_\_ (company), and that he/she is duly authorized to make this acknowledgement on its behalf.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

- (1) I am the \_\_\_\_\_ and duly authorized  
(Title)  
representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph (3) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents directly involved in obtaining contracts with the City of any county, bi-county agency, or subdivision of the state have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.
- (3) Except as described in Paragraph (4) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents has made payment to or provided loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties. I further acknowledge and understand that it is unlawful to make payment or to provide loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties and that violation of this provision is a misdemeanor punishable by a fine of not more than four hundred dollars (\$400.00), or imprisonment for not more than ninety (90) days, or both.
- (4) State "none" or, as appropriate, list any conviction, plea, or admission described in Paragraphs (2) and (3) above, with the date, court, official, or administrative body; and the sentence or disposition (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the requesting agency.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 160 of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to, bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the state or any of its agencies or subdivisions.

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

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name