

**HARFORD COUNTY HEALTH DEPARTMENT
PRICE AGREEMENT**

**BID NO. HCHD 18-003
URINE TOXICOLOGY DRUG TESTING**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between **HARFORD COUNTY HEALTH DEPARTMENT**, an agency of the Maryland Department of Health, hereinafter called the "Department" and **CONTRACTOR'S NAME**, hereinafter called the "Contractor".

WITNESSETH:

SECTION I: ITEM

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide urine toxicology drug testing for the Department during the term of the Agreement in accordance with the provisions of Invitation to Bid No. HCHD 18-003 and the Contractor's bid dated _____.

SECTION II: INCLUSIONS

The above-mentioned Invitation to Bid No. HCHD 18-003 and the Contractor's bid dated _____ are attached and incorporated herein by reference and each and all are made a part of this Agreement.

SECTION III: TYPE OF AGREEMENT

A. This is a Price Agreement under which the Department is obligated during the term of the Agreement to obtain its normal requirements for urine toxicology drug testing from the Contractor and the Contractor is obligated to provide urine toxicology drug testing which the Department requires in its operation.

B. Should an emergency arise for urine toxicology drug testing which cannot be supplied by the Contractor, the Department reserves the right to contract said services from other sources to meet these emergency needs without prejudice of the Agreement.

SECTION IV: QUANTITIES

Actual requirements may be more or less than quantities estimated in the bid. Additional quantities may be ordered during the period of time specified at unit prices set forth in the agreement. The Department also reserves the right not to order any quantities if it is found that such supplies or services are not required during the period of time

specified. Quantities stated in the bid are estimates and are not guaranteed amounts.

SECTION V: CONTRACT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total contract sum of Twenty Thousand Dollars and No Cents (\$20,000.00)

SECTION VI: PAYMENTS

A. The Department agrees to pay the Contractor as the consideration for the full and faithful performance of this Agreement at unit prices set forth in the above-mentioned Contractor's bid for the services ordered and received by the Department. Payment to the Contractor shall be within thirty (30) days upon receipt and acceptance of invoices covering services provided during the month.

B. Invoices will be submitted by the 15th of each month. Invoices must include the Contractor's name and address, Social Security Number or Federal Identification Number (FEIN), and the amount due.

All invoices are to be mailed or personally delivered to:

Harford County Health Department
Attn: Accounts Payable
120 S. Hays Street
Bel Air, Maryland 21014

SECTION VII: WARRANTIES

A. Title of goods conveyed to the Department shall be good and its transfer rightful.

B. The goods shall be delivered free from any security interest or other lien or encumbrance.

C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: TERMS

A. The term of this Agreement shall be for one (1) year from date of execution of Agreement with the Department having the exclusive option of extending the Agreement for two (2) additional, one (1) year periods at the same terms, conditions and prices. The option to extend shall be exercised in writing no more than thirty (30) days prior to the expiration of the current Term.

B. This Agreement may be canceled or terminated by the Department for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

SECTION IX: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION X: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION XI: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this invitation for bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement documents, then the Department, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor. Any written notices required by this Agreement shall be

deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

NAME OF CONTRACTOR
ATTN:
ADDRESS

Any notice required by this Agreement is to be sent to the Department at:

Harford County Health Department
Madeline Kikola
Attn: Bid No. HCHD 18-003
P.O. Box 797
Bel Air, Maryland 21014

SECTION XII: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Health Department Procurement Officer. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

SECTION XIV: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.) each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

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

WITNESS/ATTEST:

NAME OF CONTRACTOR

By: _____

Authorized Signature

Print Name

WITNESS/ATTEST:

HARFORD COUNTY HEALTH DEPARTMENT

By: _____

Russell Moy, MD, MPH
Acting Health Officer

SAMPLE