



STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
2003 C COMMERCE PARK DRIVE
ANNAPOLIS, MARYLAND 21404-0466

INVITATION FOR BIDS (IFB) NO K14-0024-83B

FOR
2014 CIVIL AND SPECIAL PROCEEDINGS FILE FOLDERS

ISSUED:
September 20, 2013

RESPONDENT MUST BE ABLE TO DELIVER ON TIME: DECEMBER 13, 2013

WARNING: A prospective bidder who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective bidder's name and mailing address so that amendments to the Invitation for Bids or other communications can be sent to the prospective contractor. Failure to contact the Issuing Office may result in non-receipt of important information.

Minority Business Enterprises are encouraged to respond to this Invitation for Bids.

Procurement and Contract Administration
<http://www.mdcourts.gov>

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
2003 C Commerce Park Drive
ANNAPOLIS, MARYLAND 21404-0466**

INVITATION FOR BIDS (IFB) NO. K14-0024-83B

IFB Issue Date: September 20, 2013

IFB Issuing Office: Department of Procurement and Contract Administration

Procurement Officer: Lisa Peters
(410)260-1265
Lisa.peters@mdcourts.gov

Bids are to be sent to: Department of Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401

Attention: Lisa Peters

Pre-Bid Conference: Not Applicable

Closing Date and Time: October 11, 2013 at 2:00 pm (EST)

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SECTION 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this IFB is to provide information to bidders interested in submitting a bid to meet the State's requirements for furnish and delivery of approximately 290,100 Civil File Folders and 98,250 Special Proceedings File Folders. This IFB implies no obligation on the part of the Maryland Judiciary.

1.2 Issuing Office

The sole point of contact for this solicitation is the Procurement Officer:

Lisa Peters
Department of Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401

1.3 Procurement Method

This procurement shall be conducted under the Competitive Sealed Bidding process according to the Procurement Policy for the Maryland Judiciary.

1.4 Closing Date

Your bid must arrive at the aforementioned office (Section 1.2) no later than 2:00 pm on **October 11, 2013, 2:00 p.m. EST**, in order to be considered. Bids shall be marked **IFB No. K14-0024-84B Civil and Special Proceedings File Folders**, on the outside of the envelope.

Requests for extensions of this date or time will not be granted. Bidders mailing bids should allow sufficient mail and internal delivery time to ensure timely receipt by the Issuing Office. Bids **may not** be submitted by e-mail or facsimile.

1.5 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. AOC means Administrative Office of the Courts
- b. Contract means the contract attached to this IFB as Exhibit A
- c. Contractor means the selected bidder
- d. Days means calendar days
- e. Local Time means the Eastern Time Zone as observed by the State
- f. MBE means the Minority Business Enterprise
- g. Bidder means an entity that submits a proposal in response to this IFB

- h. Procurement Officer means the State representative responsible for this IFB, for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this IFB is Lisa Peters.
- i. IFB means the Invitation for Bids for Civil and Special Proceedings Folders, # K14-0024-83B dated September 20, 2013, including any and all amendments.
- j. Contract Manager means State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. IFB Section 1.8 identifies the Contract Manager for this contract.
- k. State of Maryland business hours means 8:00 am – 5:00 pm Monday – Friday.

1.6 Pre-Bid Conference

A pre-bid conference will not be held.

1.7 Questions/Inquiries

All questions must be submitted in writing to Lisa Peters by October 8, 2013 at noon. Questions will be accepted by email at lisa.peters@mdcourts.gov.

1.8 Contract Manager

The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The Contract Manager will be assigned after award.

The AOC may change the Contract Manager at any time by written notice to the Contractor.

1.9 Contract Type

The contract resulting from this Solicitation will be a fixed price contract.

1.10 Term of Contract

The Contract resulting from this IFB shall be for a base period of three years. The State shall have the sole right to exercise up to two, one-year renewal options at its discretion. All prices for rates and terms as offered in Exhibit E are binding on the Contractor for the full term of the Contract, including renewal options.

In the event that Contractor's paper cost increase after the first year of the contract, the Procurement Officer may, upon its receipt of a written notice by Contractor, requesting to pass on such increase, elect to authorize a proportional increase of the contract price; providing, however, that such request is fully documented and supported in writing by the paper mill or paper distributor. The contractor may only request one increase per year.

It is hereby understood by the parties that this escalation clause shall be exclusively applied to increases in paper cost, which may materialize over the duration of this Contract and may not be construed to allow any other increases of operation expenses, overhead or profit, which may occur over the said duration.

1.11 Bid Opening

The Procurement Office shall hold all bids in a secure place until the due date, after which time the bids if any, will be opened in the presence of at least two State employees and a bid tabulation of bids will be prepared.

1.12 Duration of Bid Offer

Bids shall be valid and irrevocable for 180 days following the closing date for this IFB. This period may be extended by written agreement between a Bidder and the Procurement Officer.

1.13 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date, amendments will be provided to all prospective bidders that were sent this IFB or otherwise are known by the Issuing Office to have obtained this IFB and posted on the Department of Procurement and Contract Administration's website and eMarylandMarketplace. Amendments made after the due date will be sent only to those bidders who submitted a timely bid.

Acknowledgment of the receipt of all amendments issued to this IFB must be stated in the transmittal letter accompanying the bid submission. Acknowledgement of the receipt of amendments issued after the bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the bidder from complying with all terms of any such amendment.

1.14 Cancellation of the IFB; Rejection of all Bids

The Procurement Officer may cancel this IFB, in whole or in part, or may reject all bids submitted in response to the IFB whenever this action is determined to be in the Maryland Judiciary's best interest.

1.15 Bid Acceptance

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, or to waive or permit cure of minor irregularities. Bidders whose bids are not accepted will be notified in writing. All bidders should ensure that their bid in response to this IFB is their best and final offer.

1.16 Multiple or Alternative Bids

Neither multiple nor alternative bids will be accepted.

1.17 Incurred Expenses

Neither the State nor the AOC shall be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB.

1.18 Protests

A bidder may protest the proposed award or the award of a contract for this procurement. Any protest must be filed in accordance with Article VI, Section 1 of the Procurement Policy of the Maryland Judiciary.

1.19 Public Information Acts Notice

Bidders should give specific attention to the identification of those portions of their bid that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

1.20 Minority Business Enterprises Encouragement

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified MBEs participate.

An MBE subcontract participation goal of 20 % has been established for this procurement. By submitting a response to this solicitation, the bidder agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation requires an MBE subcontractor participation goal (see above paragraph), bidders are required to submit as part of the bid proposal package the following forms:

MJ-EE0-03 – Schedule for participation of Minority Business Enterprise
MJ-EEO-04 – Minority Contractor Project Disclosure and Participation Statement
Outreach Efforts Compliance Statement

The forms are posted on the Office of Fair Practice/Minority Business Enterprise Compliance website (<http://mdcourts.gov/fairpractices/index.html>). Failure to submit the required forms shall result in your bid being deemed non-responsive.

1.21 Compliance with Law; Arrearages

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract. By submitting a bid in response to this IFB, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing 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 the contract if selected for contract award.

1.22 Bid/Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany any bid. A copy of this affidavit is included as Exhibit B of this IFB.

1.23 Mandatory Contractual Terms

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have agreed to and accepted all contract terms and conditions set forth in the state's Standard Contract Agreement included as Exhibit C of this IFB. A bid that takes exception to these terms will be rejected.

1.24 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential bidder complete registration prior to the due date for receipt of bids. A bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.25 Bidder Responsibilities

The State will enter into contractual agreement only with the selected bidder. The selected bidder shall be responsible for all products and services required by this IFB. All subcontractors must be identified and a complete description of their role relative to the bid must be included in the bidder's response. If a bidder that seeks to perform or provide the services required by this IFB is subsidiary of another entity, all information submitted by the bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the bidder unless the parent organization will guarantee the performance of the subsidiary. If applicable, the bidder's response must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

SECTION 2 - SCOPE OF SERVICES

2.1 General

The Contractor shall provide all labor, materials, and expertise required to furnish and deliver approximately 290,100 Civil File Folders and approximately 93,250 Special Proceedings Folders to various District Court locations within the state of Maryland. The listed quantities are estimates only.

All folders MUST be delivered to all designated District Court locations no later than December 13, 2013. Refer to the attached Exhibit A for estimated delivery quantities and locations. All shipments shall be inside delivery. **Upon request samples can be viewed** at the 2003 C Commerce Park Drive, Annapolis, Maryland 21401. Please contact Lisa Peters (410) 260-1265.

Work shall be performed in accordance with the attached specifications and Maryland Judiciary Terms and Conditions.

2.2 Contractor's Responsibilities

The Contractor shall furnish and deliver Civil and Special Proceedings folders to various District Court locations within the state of Maryland. All work shall be performed in accordance with the specifications and samples.

2.3 Maryland Judiciary's Responsibility

Not applicable.

2.4 Specifications

The Civil File Folder must meet the minimum specifications as follows:

Quantity and Size:

290,100 Shelf File folders, DC/CV 1F, white, 11 pt. pre-numbered as per the attached shipping/imprint list. Top and side tab style.

Size:

Exactly 9 ½" x 8 ⅞" x 12"

Top Tab/Bar code and Case Number:

Color stripe the entire top tab in the **Yellow** color **YE** . On the left side of top tab, print actual case number, consisting of 4-digit district code, dash, 7-digit case number code, dash, 4-digit year code 2014 in black ink. On the right side of top tab, print bar code (code 3 of 9) representing case number as shown on sample. The bar coded case number must have "00" inserted at the beginning of the 5-digit case number as shown on sample, and will not include dashes. The case number and bar code labels must be laminated or otherwise reinforced to prevent smudges and tears.

**Exception:* District # 06 needs to have 4th digit left blank, but with a line and will look like this "060_". However, the bar code should read "0601".

If in the process of affixing bar code labels to the folders, the vendor uses the wrong label, a new label must be created for the proper folder. Do not attempt to remove the label and tape it to the proper folder. Taping will not allow our wand scanners to pick up the bar code characters.

Side Tab and Laminated Strip Label:

Color-coded strip labels or individual labels to be attached to right side tab. Strip label or individual label must be laminated to prevent tearing or smudges. Top label is one label for the year (**14**), then the 5-digit case number, consecutive, beginning with 00001 for each location. Do not include the 4-digit district code in the side labels. Note that the 2-digit year label is first on the side tab label, to read from top to bottom. Labels are to resemble TAB Products labels to coincide with existing filing systems. Number must appear on the front and back of labels.

The Special Proceedings File Folders must meet the minimum specifications as follows:

Quantity and Size:

98,250 Shelf File folders, DC/CV 1F, blue, 11 pt. pre-numbered as per the attached shipping/imprint list. Top and side tab style.

Size:

Exactly 9 ½” x 8 ⅞” x 12”

Top Tab/Bar code and Case Number:

Color-stripe the entire top tab in the **Yellow** color **YE**. On the left side of top tab, print actual case number, consisting of 4-digit district code, dash, SP, 5-digit case number code, dash, 4-digit year code 2014 in black ink.

**Exception:* District # 06 needs to have 4th digit left blank, but with a line and will look like this “060_”. However, the bar code should read “0601”.

On the right side of top tab, print bar code (code 3 of 9) representing case number as shown on sample. The bar coded case number must have “SP” inserted at the beginning of the 5-digit case number as shown on sample, and will not include dashes. The case number and bar code labels must be laminated or otherwise reinforced to prevent smudges and tears.

If in the process of affixing bar code labels to the folders, the vendor uses the wrong label, a new label must be created for the proper folder. Do not attempt to remove the label and tape it to the proper folder. Taping will not allow our wand scanners to pick up the bar code characters.

Side Tab and Laminated Strip Label:

Color-coded strip labels or individual labels to be attached to side tab. Strip label or individual label must be laminated to prevent tearing or smudges. Top label is one label for the year (**14**), then the 5-digit case number, consecutive, beginning with 00001 for each location. Do not include the 4-digit district code in the labels. Note that the 2-digit year label is first on the side tab label, to read from top to bottom. Labels to resemble TAB Products labels to coincide with existing filing systems. Number must appear on the front and back of labels.

Delivery:

Complete and final delivery **MUST** be accomplished to all locations no later than **December 13, 2013**. The purchase order will include a clause that specifies “Acceptance of the Purchase Order guarantees full and complete delivery by December 13, 2013.” Liquidated damages in the amount of \$100 per day for each day that delivery is not complete to each location on the shipping list will be imposed if delivery is not complete by the specified date.

Upon request, Vendor must submit sample of label and folder. If requested, the sample must be approved by the Chief Clerk of the District Court prior to awarding the bid.

2.5 Delivery Requirements

INSIDE DELIVERY IS REQUIRED ON ALL DELIVERIES.

2.6 Estimated Quantities

AOC reserve the right to increase or decrease the number of units as required. Quantities are approximate and the unit rate bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

2.7 Payment

Subject to the delivery of the product and its acceptance by the AOC, successful respondent may invoice the AOC for all appropriate charges for the product supplied. All such charges shall be derived in accordance with the prices originally quoted on the bid work sheet, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the Contract terms and conditions, then AOC shall cause said invoice to be paid timely.

2.8 Insurance Requirements

- 2.8.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC. By submitting a bid in response to this solicitation, the bidder warrants that it is able to provide evidence of insurance required by this section.

Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this IFB, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

2.8.2 The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.

2.8.3 Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

- A. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
- B. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

2.8.4 Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

2.8.5 The insurance required under sub-paragraphs (A),(B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

2.8.6 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.

SECTION 3 – BID FORMAT/BASIS FOR AWARD

3.1 Bid Format

3.1.1 The Bidder must submit a transmittal letter on the bidder's stationery. The sole purpose of the transmittal letter is to transmit the bid. It should be brief and signed by an individual who is authorized to commit the bidder to the services stated in this IFB. Submit the transmittal letter with the following documents to the Issuing Office (see IFB Section 1.2) prior to the submission deadline:

- Bid Sheet (IFB Attachment D) signed by authorized personnel
- sample
- Completed Bid/Proposal Affidavit with Resident Agent (IFB Attachment B)

Bids must be submitted in a sealed envelope that clearly indicates it contains a bid.

3.1.2 The insurance certificate requirements as described in IFB Section 2.7 must be received by the Procurement Officer within 10 calendar days of the notice of intent to award. In the event the insurance certificate is not received within 10 calendar days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, the Procurement Officer reserves the right to withdraw the award.

3.2 Basis for Award

Upon determination of the most favorable bid, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Procurement Officer shall, after obtaining all required approvals, award the contract to that bidder.

ATTACHMENT A – STANDARD CONTRACT AGREEMENT

Contract number: **K14-0024-83B**

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS **Civil and Special Proceeding File Folders**

STANDARD TERMS AND CONDITIONS

This Contract is made this _____ day of _____ 2013, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

1. Scope of Contract

- 1.1 The Contractor shall provide **Civil and Special Proceeding File Folders** (hereinafter the “Goods”) **and/or services** (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated **September 19~~20~~, 2013** and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit B: Contractor’s Proposal dated **date of response** and subsequent BAFO dated _____ **2013** (collectively referred to as “the Proposal”)

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is for a base of three year. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including two additional successive one-year terms, if any.

3. Consideration and Payment

- 3.1 In consideration of the satisfactory performance of the **services and delivery of the Goods**, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed \$..... (the "NTE Amount").
- 3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. **(Delete the following if not applicable** Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any 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 Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

5. Patents and Copyrights, if applicable

- 5.1 If the Contractor furnishes any design, device, material, process, code, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license for AOC's use of such item or items.
- 5.2 The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 5.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the AOC the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 5.4 If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

6. Non-hiring of Employees

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

7. Non-employment of Contractor's employees

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

8. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

9. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

10. Amendments

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

11. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; 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.

12. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona

fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

13. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Cause

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

15. Termination for Convenience

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

16. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

17. Suspension of Work

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

18. Pre-existing Regulations

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

19. Financial Disclosure

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

20. Political Contribution Disclosure.

The Contractor shall comply with Title 14 of the Election Law of Maryland.

21. Right to Audit

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

22. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract, which such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

23. Cost and Price Certification

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

24. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

25. Indemnification

- 25.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 25.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

26. Conflict of Interest

- 26.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 26.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 26.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- 26.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

26.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

27. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State: Lisa Peters, Procurement Officer
2003 C Commerce Park Drive
Annapolis, Maryland 21401

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2013

Contractor:

_____(SEAL)
Signature
Authorized Representative

Date: _____

Maryland Judiciary

By: _____
Gisela Blades Executive Director
Procurements and Contract Administration

Date: _____

Approved for form and legal sufficiency this ____ day of _____, 2013

David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

Pamela Harris
State Court Administrator

Date: _____

Approved:

_____(SEAL)
Hon. Mary Ellen Barbera
Chief Judge, Court of Appeals

Date: _____

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT
ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE
AND PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [Contractor] and that I possess the legal authority to make the Affidavit on behalf of myself and the Contractor 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 Contractor (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 a 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 persons) involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) been convicted of any criminal violation of a state or federal antitrust statute;
- (3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;
- (4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) been found civilly liable under a state or federal antitrust statute for acts or omission in connection with the submission of proposals or proposals for a public or private contract;

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate 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) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any or 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 persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The 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 Section 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 reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying proposal or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying proposal or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor 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 Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 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 it's 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. By submission of its proposal or offer, the Contractor, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the Contractor shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the Contractor knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the Contractor has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about;

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by subsection 2(b), above;

(h) Notify its employees in the statement required by subsection 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within ten (10) days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under subsection 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of subsection 2(a)-(j), above.

2. If the Contractor is an individual, the individual shall certify and agree as set forth in subsection 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The Contractor named above is a domestic _____, foreign _____, 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 Contractor 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 Assessment and Taxation, and the Department of Economic and Employment Development, as applicable and will have all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the contract, and that the Contractor 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.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above Contractor 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)

ATTACHMENT C – CONTRACT AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the (Title) _____,
and the duly authorized representative of
(Contractor) _____, and that I possess the
legal authority to make this Affidavit on behalf of myself and the Contractor for which I am
acting.

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic _____
foreign _____ (check one) 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 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)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged
for payment of all taxes due to 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 to the State of Maryland prior to final settlement.

**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: _____
(Affiant)

ATTACHMENT D - PRICE BID – IFB K14-0024-83B

Maryland Judiciary
2003 C Commerce Park Drive
Annapolis, MD 21401

The bid price, based on the specification from the Invitation for Bids No.K14-0024-83B

Furnish and deliver Civil and Special Proceeding File Folders as specified for each year as specified:

Base Year 1

FY 2014 Civil (White) File Folders

Price per thousand for 290M.....\$_____.

Price per thousand for 300M.....\$_____.

Price per thousand for 310M.....\$_____.

Base Year 2

FY 2015 Civil (White) File Folders

Price per thousand for 290M.....\$_____.

Price per thousand for 300M.....\$_____.

Price per thousand for 310M.....\$_____.

Base Year 3

FY 2016 Civil (White) File Folders

Price per thousand for 290M.....\$_____.

Price per thousand for 300M.....\$_____.

Price per thousand for 310M.....\$_____.

Optional Year 1

FY 2017 Civil (White) File Folders

Price per thousand for 290M.....\$_____.

Price per thousand for 300M.....\$_____.

Price per thousand for 310M.....\$_____.

Optional Year 2

FY 2018 Civil (White) File Folders

Price per thousand for 290M.....\$_____.

Price per thousand for 300M.....\$_____.

Price per thousand for 310M.....\$_____.

Special Proceeding File Folders per Thousand:

Base Year 1

FY 2014 Special Proceeding (Blue) File Folders

Price per thousand for 100M.....\$_____.

Price per thousand for 110M.....\$_____.

Price per thousand for 120M.....\$_____.

Base Year 2

FY 2015 Special Proceeding (Blue) File Folders

Price per thousand for 100M.....\$_____.

Price per thousand for 110M.....\$_____.

Price per thousand for 120M.....\$_____.

Base Year 3

FY 2016 Special Proceeding (Blue) File Folders

Price per thousand for 100M.....\$_____.

Price per thousand for 110M.....\$_____.

Price per thousand for 120M.....\$_____.

Optional Year 1

FY 2017 Special Proceeding (Blue) File Folders

Price per thousand for 100M.....\$_____.

Price per thousand for 110M.....\$_____.

Price per thousand for 120M.....\$_____.

Optional Year 2

FY 2018 Special Proceeding (Blue) File Folders

Price per thousand for 100M.....\$_____.

Price per thousand for 110M.....\$_____.

Price per thousand for 120M.....\$_____.

- **All bid prices shall include inside delivery.**

Fed ID # _____

Address (must include street address)

Type or Print Name and Title

Contact Phone Number

Email Address

Signature

Date

Exhibit A

2014 Civil File Folders				
SHIPPING/IMPRINT LIST (Folders with strip labels)				
INSIDE DELIVERIES REQUIRED - Straight Truck with Power Lift Gate				
DIST	ADDRESS	QUANTITY	BARCODE SEQUENCE	CONTACT
1-1	District Court of Maryland Baltimore City 500 N. Calvert St. Baltimore, MD 21202	48,000	0101-0000001-2014 to 0101-0048000-2014	Eugenia Tyson 410-878-8920
2-1	District Court of Maryland Dorchester County 310 Gay Street Cambridge MD 21613-1813	2,000	0201-0000001-2014 to 0201-0002000-2014	Darlene Johnson 410-901-1426
2-2	District Court of Maryland Somerset County 12155 Elm St., Suite C Princess Anne MD 21853	1,800	0202-0000001-2014 to 0202-0001800-2014	Connie Tyler 410-845 4776
2-3	District Court of Maryland Wicomico County 201 Baptist Street, 2nd Floor Salisbury MD 21801-4971	10,000	0203-0000001-2014 to 0203-0001000-2014	Connie Hurley 410-713-3510
2-4	District Court of Maryland Worcester County 301 Commerce Street Snow Hill, MD 21863-1007	3,500	0204-0000001-2014 to 0204-0004000-2014	Elnora Gibson 410-219-7841
2-5	District Court of Maryland Worcester County 6505 Coastal Highway Ocean City, MD 21842		none	N/A
3-2	District Court of Maryland Cecil County 170 E. Main Street Elkton, MD 21921	4,500	0302-0000001-2014 to 0302-0004500-2014	Cheryl Miller 410-996-2719
3-3	District Court of Maryland Kent County 103 N. Cross Street Chestertown MD 21620-1511	1,200	0303-0000001-2014 to 0303-0001200-2014	Deborah Williams 410-810-3363
3-4	District Court of Maryland Queen Anne's County 120 Broadway, Box 1 Centreville, MD 21617-1092	1,400	0304-0000001-2014 to 0304-0001400-2014	Lynda Justice 410-819-4002
3-5	District Court of Maryland Talbot County 108 W. Dover Street Easton MD 21601	2,000	0305-0000001-2014 to 0305-0002000-2014	Gerri Sponholtz 410-819-5851
3-6	District Court of Maryland Caroline County 207 S. Third Street Denton MD 21629-1229	1,800	0306-0000001-2014 to 0306-0001800-2014	Amily Bowman 410-819-4600
4-1	District Court of Maryland Calvert County 200 Duke Street, Room 2200 Prince Frederick, MD 20678	3,250	0401-0000001-2014 to 0401-0003250-2014	Carolyn Kitchen 443-550-6705
4-2	District Court of Maryland Charles County 11 Washington Ave. LaPlata MD 20646	7,000	0402-0000001-2014 to 0402-0007000-2014	Brenda Giammerino 301-934-5037

4-3	District Court of Maryland St. Mary's County 23110 Leonard Hall Dr. Leonardtown MD 20650	3,000	0403-0000001-2014 to 0403-0003000-2014	Dawn Dougherty 301-880-2727
5-2	District Court of Maryland Prince George's County 14735 Main Street, Rm 173B Upper Marlboro MD 20772-3042	51,000	0502-0000001-2014 to 0502-00051000-2014	Kirk Swann 301-298-4054
6-1	District Court of Maryland Montgomery County 191 E Jefferson Street Rockville MD 20850-2325	40,000	060_-0000001-2014 to 060_-00040000-2014 *Leave 4th digit blank, but with a line "060_". However, barcode should read "0601."	Timothy Jones 301-563-8880
7-2	District Court of Maryland Anne Arundel County 7500 Ritchie Highway, 2nd fl., Room 205 Glen Burnie MD 21061	25,000	07020000001-2014 to 07020012500	Sheryl Hines 410-260-1810
8-4	District Court of Maryland Baltimore County, Attn: David Butler 120 E. Chesapeake Avenue Towson MD 21286-5307	49,000	0804-0000001-2014 to 0804-00049000-2014	David Butler 410-512-2073
9	District Court of Maryland Harford County 2 S. Bond St., Suite 100 Risteau MSC Bel Air MD 21014-3737	9,000	0901-0000001-2014 to 0901-0009000-2014	Patricia Hoffman 410-836-4516
10-1	District Court of Maryland Howard County 3451 Courthouse Drive Ellicott City MD 21043	6,800	1001-0000001-2014 to 1001-00006800-2014	Kelly Parks 410-480-7703
10-2	District Court of Maryland Carroll County 101 N. Court Street Westminster MD 21157	4,000	1002-0000001-2014 to 1002-00004000-2014	Mary Kay Smith 410-871-3503
11-1	District Court of Maryland Frederick County 100 W. Patrick St. Frederick MD 21701	7,500	1101-0000001-2014 to 1101-00007500-2014	Cheryl Hipkins 301-600-2924
11-2	District Court of Maryland Washington County 36 W. Antietam Street Hagerstown MD 21740-4867	5,600	1102-0000001-2014 1102-00005600-2014	Kristin Holden 240-420-4647
12-1	District Court of Maryland Allegany County 123 South Liberty Street, 2nd Floor Cumberland, MD 21502-3005	2,000	1201-0000001-2014 to 1201-00002000-2014	Diane Viar 301-723-3115
12-2	District Court of Maryland Garrett County 205 S. Third Street Oakland MD 21550-1526	750	1202-0000001-2014 to 1202-0000750-2014	Amy Bosley 301-334-8022
TOTAL		290,100		

2014 Special Proceedings File Folders

SHIPPING/IMPRINT LIST (Folders with strip labels)

INSIDE DELIVERIES REQUIRED - Straight Truck with Power Lift Gate

DIST	ADDRESS	QUANTITY	BARCODE SEQUENCE	CONTACT
1-1	District Court of Maryland Baltimore City 1400 E. North Ave. Baltimore, MD 21213	20,000	0101-SP00001-2014 to 0101- SP20000-2014	Will Vlanges 410-878-8645
2-1	District Court of Maryland Dorchester County 310 Gay Street Cambridge MD 21613-1813	800	0201-SP00001-2014 to 0201- SP00800-2014	Darlene Johnson 410-901-1426
2-2	District Court of Maryland Somerset County 12155 Elm St., Suite C Princess Anne MD 21853	300	0202-SP00001-2014 to 0202-SP00300-2014	Carol Llewellyn-Jones 410-845-4776
2-3	District Court of Maryland Wicomico County 201 Baptist Street (2nd Flr.) Salisbury MD 21801-4971	1,200	0203-SP00001-2014 to 0203- SP01100-2014	Connie Hurley 410-713-3510
2-4	District Court of Maryland Worcester County 301 Commerce Street Snow Hill MD 21863	400	0204-SP00001-2014 to 0204-SP00400-2014	Elnora Gibson 410-219-7841
2-5	District Court of Maryland Worcester County 6505 Coastal Hwy. Ocean City, MD 21842	250	0205-SP00001-2014 to 0205-SP00250-2014	Christine Morris 410-520-5121
3-2	District Court of Maryland Cecil County 170 E. Main Street Elkton MD 21921	1,500	0302-SP00001-2014 to 0302-SP01500-2014	Cheryl Miller 410-996-2719
3-3	District Court of Maryland Kent County 103 N. Cross Street Chestertown MD 21620-1511	200	0303-SP00001-2014 to 0303-SP00300-2014	Deborah Williams 410-810-3363
3-4	District Court of Maryland Queen Anne's County 120 Broadway, Box 1 Centreville, MD 21617	500	0304-SP00001-2014 to 0304-SP00500-2014	Lynda Justice 410-819-4002
3-5	District Court of Maryland Talbot County 108 W. Dover Street Easton MD 21601	600	0305-SP00001-2014 to 0305-SP00500-2014	Gerri Sponholtz 410-819-5851
3-6	District Court of Maryland Caroline County 207 S. Third Street Denton MD 21629-1229	500	0306-SP00001-2014 to 0306-SP00500-2014	Amily Bowan 410-819-4600
4-1	District Court of Maryland Calvert County 200 Duke Street, Room # 2200 Prince Frederick, MD 20678	2,300	0401-SP00001-2014 to 0401- SP01000-2014	Carolyn Kitchen 443-550-6705
4-2	District Court of Maryland Charles County 11 Washington Ave. LaPlata MD 20646	2,500	0402-SP00001-2014 to 0402- SP02700-2014	Brenda Giammerino 301-934-5037

4-3	District Court of Maryland St. Mary's County 23110 Leonard Hall Dr. Leonardtown MD 20650	1,500	0403-SP00001-2014 to 0403- SP01500-2014	Dawn Dougherty 301-880-2727
5-1	District Court of Maryland Prince George's County 4990 Rhode Island Ave. Hyattsville, MD 20781	10,000	0501-SP00001-2014 to 0501- SP10000-2014	Susan Williams 301-298-4054
5-2	District Court of Maryland Prince George's County 14735 Main Street, Rm 173B Upper Marlboro MD 20772-3042	13,000	0502-SP00001-2014 to 0502- SP13000-2014	Kirk Swann 301-298-4054.
6-1	District Court of Maryland Montgomery County 191 E Jefferson Street Rockville MD 20850-2325	10,000	060 _SP00001-2014 to 060 _SP10000-2014 *Leave 4th digit blank, but with a line "060 _". However, barcode should read "0601."	Timothy Jones 301-563-8880
7-2	District Court of Maryland Anne Arundel County 7500 Ritchie Highway, 2nd flr., Rm. 205 Glen Burnie MD 21061-3756	7,500	0702SP00001-2014 to 0702SP03750-2014	Sheryl Hines 410-260-1810
8-4	District Court of Maryland Baltimore County, Attn: David Butler 120 E. Chesapeake Avenue Towson MD 21286-5307	14,000	0804-SP00001-2014 to 0804- SP15000-2014	David Butler 410-512-2073
9	District Court of Maryland Harford County 2 S. Bond St., Suite 100 Risteau MSC Bel Air MD 21014-3737	2,500	0901-SP00001-2014 to 0901- SP02200-2014	Patricia Hoffman 410-836-4516
10-1	District Court of Maryland Howard County 3451 Courthouse Drive Ellicott City MD 21043-4377	1,700	1001-SP00001-2014 to 1001- SP01600-2014	Kelly Parks 410-480-7703
10-2	District Court of Maryland Carroll County 101 N. Court Street Westminster MD 21157-5156	1,500	1002-SP00001-2014 to 1002- SP01500-2014	Mary Kay Smith 410-871-3503
11-1	District Court of Maryland Frederick County 100 W. Patrick St. Frederick MD 21701	1,800	1101-SP00001-2014 to 1101- SP01800-2014	Cheryl Hipkins 301-600-2924
11-2	District Court of Maryland Washington County 36 W. Antietam Street Hagerstown MD 21740-4867	2,400	1102-SP00001-2014 1102- SP02800-2014	Kristin Holden 240-420-4647
12-1	District Court of Maryland Allegany County 123 South Liberty Street, 2nd Floor Cumberland, MD 21502-3005	900	1201-SP00001-2014 to 1201-SP00800-2014	Diane Viar 301-723-3115
12-2	District Court of Maryland Garrett County 205 S. Third Street Oakland MD 21550-1526	400	1202-SP00001-2014 to 1202-SP00350-2014	Amy Bosley 301-334-8022
TOTAL		98,250		