

**MARYLAND JUDICIARY**

**STATE OF MARYLAND**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARYLAND JUDICIAL CENTER  
580 TAYLOR AVENUE, 4th FLOOR  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR BID  
K10-0096-84F**

**DISTRICT COURT CHARLES COUNTY – COURTROOM SEATING  
(PEWS/BENCHES)**

**ISSUE DATE: MARCH 25, 2010  
DUE DATE: APRIL 16, 2010**

**WARNING:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the solicitation or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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**SECTION I  
GENERAL INFORMATION**

A. No Obligation

This inquiry implies no obligation on the part of the State of Maryland or the Maryland Judiciary.

B. Respondent's Agent

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer(s). To be signed by any other official, a Power of Attorney must be attached to the bid.

Your signature on the signature page of this bid form hereby provides the State of Maryland - Maryland Judiciary your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

**It shall be clearly understood that by submitting a bid in response to this solicitation, a bidder shall be deemed to have accepted all terms, conditions and requirements set forth in these specifications, terms and general conditions, unless otherwise clearly noted and explained in its bid.**

C. Procurement Office Mailing Address

**Proposals shall be addressed to:  
ATTN: Colleen Cantler  
Procurement and Contract Administration  
Administrative Office of the Courts  
Maryland Judicial Center  
580 Taylor Avenue, 4th Floor  
Annapolis, Maryland 21401**

D. Questions/Inquiries

All questions shall be submitted in writing to Colleen Cantler at [colleen.cantler@mdcourts.gov](mailto:colleen.cantler@mdcourts.gov), telephone (410) 260-1581 or Kevin Jones at [kevin.jones@mdcourts.gov](mailto:kevin.jones@mdcourts.gov), telephone (410) 260-1411.

Questions will also be accepted by FAX at (410) 260-1749.

E. Closing Date

Bids shall be delivered to the aforementioned office on or before **April 16, 2010, no later than 12:00 P.M.**, in order to be considered. Offerors who mail bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Bids or unsolicited offers arriving after the closing time and date will not be considered. Bids shall be marked **RFB No. K10-0096-84F; DISTRICT COURT CHARLES COUNTY – COURTROOM SEATING (PEWS/BENCHES)** on the outside of the envelope.

F. Pre-Bid Conference/Site Visit:

The pre-bid conference is scheduled for April 1, 2010, 10:00am, at the new Charles County District Court in Charles County, 200 Baltimore Street, LaPlata Maryland, 20646-3070.

G. Bid Opening

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

H. Duration of Bid Offer

Bids shall be valid and irrevocable for one hundred and eighty (180) days following the closing date for this Solicitation. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the Solicitation

If the AOC Procurement Officer finds it necessary to revise any part of this Solicitation, an addendum will be provided to all contractors known to have received the Solicitation. Acknowledgment of the receipt of all amendments, addenda, and changes if issued shall be returned to the Procurement Officer, in writing, with the proposal.

J. Cancellation of Solicitation

The AOC Procurement Officer may cancel this Solicitation, in whole or in part, at any time.

K. Incurred Expenses

Neither the State or the AOC or any of their officers or employees shall be responsible for any cost incurred by any Offeror in preparing and/or submitting a proposal.

L. Economy of Preparation

Bids should be prepared simply and economically, providing a concise and straightforward description of the Contractor's offer to meet the requirements set forth in the Solicitation.

M. Public Information Act Notice

An offeror should identify those portions of its bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed.

N. Subcontractors

The AOC will enter into an agreement with the selected offering Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this Solicitation. Subcontractors, if any, shall be identified and a complete description of their role relative to this proposal shall be included at the time of the proposal opening.

O. Type of Contract

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

P. General Contractual Conditions

Any contract resulting from this RFB will contain the general provisions included in **Appendix 1**. Additionally, this RFB, including the Scope of Work, and the successful Offeror's bid will be incorporated by reference and made a part of the contract.

Q. Bid/Proposal Affidavit

Each bid shall include a completed Bid/Proposal Affidavit. A copy of the affidavit is included in **Appendix 2** of this RFB.

R. Conflict of Interest Affidavit and Disclosure

All prospective vendors that submit a response to this solicitation shall complete **Appendix 3** to this solicitation, titled *Conflict of Interest Affidavit and Disclosure*. In this solicitation the term "Conflict of interest" means that, because of other activities or relationships with other persons: (i) A person is unable or potentially unable to render impartial assistance or advice to the State; (ii) The person's objectivity in performing the contract work is or might be otherwise impaired; or (iii) A person has an unfair competitive advantage.

Offerors should be aware that if the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer and that after award, the State may terminate the contract, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest. If the contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest before or after award and did not disclose it or misrepresented relevant information to the procurement officer, the State may terminate the contract for default, institute proceedings to debar the contractor from further State contracts, or pursue other remedies as may be permitted by law or the contract. If the conflict of interest involves an employee of the judiciary, disciplinary action may be taken against the employee.

S. Contract Affidavit

Offerors are advised that if a contract is awarded as a result of this Solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in **Appendix 4** for information purposes only. The Contract Affidavit is not required to be submitted with this proposal. The terms set forth in the Contract Affidavit are mandatory and not subject to negotiation.

#### T. Competitive Sealed Bid Procurement Method

Respondents shall submit one copy of their bid, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected. The procurement officer shall initially review each submission for responsiveness and responsibility. Bids determined to be not responsive, or bidders determined to be not responsible shall be rejected.

The contract will be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in this Invitation for Bids, and is either the most favorable bid price, or the most favorable evaluated bid price.

#### U. Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of the Maryland Judiciary that certified minority business enterprises participate on Judiciary's supply, maintenance, general miscellaneous and service procurements.

An MBE subcontract participation goal of Fifteen percent (15%) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If this solicitation carries an MBE subcontractor participation goal (see above paragraph), respondents 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

These forms can be found on our website: <http://www.mdcourts.gov/procurement/bids.html>

Failure to submit the required forms will result in your bid proposal being deemed non-responsive.

## SECTION II SPECIFICATIONS

### A. General

The District Court of Maryland is seeking a contractor for the furnishing and installation of new courtroom seating (pews) for Courtrooms, Courtroom “Well” areas and Hallways at the new Charles County District Court located at 11 Washington Avenue, LaPlata Maryland, 20646-3070. Work shall be performed in accordance with the attached specifications and the Maryland Judiciary Terms and Conditions.

### B. Contractor Responsibilities

Bidders are to provide pricing for four (4) courtrooms. Three Courtrooms will be outfitted, however, there is no guarantee that the fourth courtroom will be awarded in this contract. Note: Contractor shall submit Bid for four (4) courtrooms. A fourth (4th) Courtroom may be awarded at the sole option and discretion of the District Court of Maryland.

In addition to the courtrooms, Contractor shall furnish and install the following additional seating with the same specifications as the courtroom benches.

For the Courtroom Well Areas: eight (8) Ten (10) foot Benches with ends (two each per courtroom)

For the Hallway Areas (second floor): two (2) fifteen (15) foot benches and one (1) eight (8) foot bench. Drawing of designated areas to be attached.

Contractor is required to hold its bid price for two (2) years in the event that courtroom seating is purchased and installed for the fourth Courtroom under this Contract. Please note that after one year, the Maryland Judiciary will pay increases for the price of lumber that come from the manufacturer. These increases must be documented in writing from the manufacturer and they are only intended to cover manufacturer's increases. The Contractor may not increase their profit, overhead or any other costs.

- Courtroom seating specifications and architectural drawings of courtrooms are attached.
- The successful bidder shall be responsible for providing shop drawings that will be subject to review and approval by the District Court of Maryland. The drawings should maximize seating but take into account all jurisdictional codes. At a minimum, however, the center aisle shall not be more than five (5) foot wide with one (1) foot spacing between pew end and adjacent wall.
- Additionally, the bid should reflect a cost proposal for red oak wood type as well as one for hard maple.
- The Architect’s drawing provided in this Scope of Work is 3/16” SCALE. All Drawings submitted in response to this Solicitation must be 1/4" SCALE.
- Qualifications - Contractor shall have at least five (5) years experience in providing similar benches and pews. This experience must be under the contractor’s company name from which this response has been submitted.

- Contractor may be working in a building under construction and must coordinate with the general contractor for access and other matters while on site.
- Contractor shall coordinate all activity and scheduling through the District Court Facilities Administrator, Mr. Joe White. Contractor shall be required to provide a brief written progress report to Mr. White on the Friday of each week. If Friday is a holiday, report is due the day before. Format of the report will be established by Mr. White.
- All work needs to be completed by July 15, 2010 (Contractor shall be allotted standard twelve (12) week time frame if necessary for manufacturing of product).
- Prevailing wage or union labor requirements do not apply to this project.

## **COURTROOM SEATING SPECIFICATIONS:**

### **PART I - GENERAL**

#### **1.1 SUMMARY**

A. Pews and Benches

B. Provide supplementary and miscellaneous items, anchorage, braces, fasteners and devices incidental to or necessary for a sound and secure installation.

C. Successful Respondent (awarded vendor of this Contract only) must supply layouts and shop drawings that conform to ADA regulations and meet the complete satisfaction of the District Court Facilities Administrator. Contractor is required to alter or reproduce layouts and drawings until they meet the complete satisfaction of the District Court Facilities Administrator.

D. Benches should match as close as possible, to the design of the existing courtroom benches, if applicable.

E. Courthouse is not under LEEDS (Leadership in Energy and Environmental Design) Certification. FSC (Forest Stewardship Council) lumber does NOT have to be used.

#### **1.2 REFERENCES**

A. AS1M E 84 - Test method for Surface Burning Characteristics of Building Materials.

B. Architectural Woodwork Institute (AWI); seventh edition, 1997.

#### **1.3 SUBMITTALS**

A. Samples and Shop Drawings:

1. Finish wood sample: 12" x 12" with factory finish.
2. Shop drawings showing construction and dimensioning.
3. Warranty

B. Submit certification of source of material.

#### **1.4 QUALITY ASSURANCE**

A. Quality of Construction: A WI Premium grade.

B. Fabricator qualifications: Minimum of five years of documented successful experience in fabricating and installing work items similar in type and quality to those required for this project.

C. Single-source fabrication and installation responsibility: Engage a qualified fabricator to assume undivided responsibility for work of this section, including fabrication, finishing and installation.

D. Certification: All solid wood and veneers shall be from a maintained or sub stained forest.

#### **1.5 PRODUCT DELIVERY, STORAGE AND HANDLING**

A. Protect pews and benches during transit, delivery, storage, and handling to prevent damage, soilage and deterioration.

B. Coordinate anchorage items for installation.

C. Coordinate for staging and installation of products.

D. Contractor is fully responsible for transporting benches to the second floor. Elevators may be used but primary access may be the stairwell depending upon the length of the benches. General Contractor will not assist in any fashion.

#### **1.6 PROJECT CONDITIONS**

A. Environmental conditions: Obtain and comply with manufacturer/ fabricator/installer coordinated advice for optimum temperature and humidity conditions for pews and benches during storage and installation. Install work of this section only when these conditions have been attained and stabilized so that woodwork is within plus or minus 1.0 percent of optimum moisture content from date of installation through remainder of construction period.

#### **1.7 WARRANTY**

A. Provide manufacturer/fabricator 5 year warranty for material and workmanship.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

A. Acceptable Manufacturers/Fabricators (BS3)

1. Church Interiors Inc., High Point, North Carolina
2. Rainsville Church Pew Mfg. Co., Rainsville, Alabama
3. Imperial Woodworks, Inc, Waco, Texas

4. Virginia Church Furniture, Inc., Pulaski, Virginia
6. New Holland Custom Woodwork, New Holland, PA
7. Sauder Manufacturing Co., Archibold, Ohio
8. Approved equivalent.

## **2.2 MATERIALS**

A. Bench: Continuous wood veneer back; seat with wood supports; end panels with solid caps.

1. Fabricate per approved shop drawings.
2. Adhesives: Type II (moisture resistant).
3. Back: Laminated real wood veneer or solid wood with solid wood edge band.
4. Seat: Laminated real wood veneer or solid wood.
5. Supports: Laminated real wood veneer or solid wood.
6. End Panels: solid wood, plain design with armrest.
7. All exposed wood:
  - a. Type: Red Oak (provide alternate cost for hard maple as well)
  - b. Cut: Flat Cut
  - c. Solid Wood: Premium 1
  - d. Veneer: Premium 1; minimum 1/28" thick.
8. Continuous length benches in excess of 16 ft in length joined with fully concealed locking mechanical connector with spline or dowel joint alignment.
9. Mechanically fasten to floor with concealed fasteners at each support panel.

## **2.3 FABRICATION**

A. Profiles and Sizes Indicated on Drawings or in Product Data Sheet.

1. Laminations: Seven plies of 1/8" core and two piles of 1/16" cross band hardwood, laminated with grain perpendicular to face veneers and to each other, to form a one piece balanced unit 1" thick. Body form shall be bonded under controlled hot press methods, using urea formaldehyde resin adhesives.
2. Face and Back Veneer: Grain of exposed veneers of seating shall run horizontal along contour of body. Body shall be fitted with matching solid stock edging, top rail and nosing.
3. Edging: 1" exposed edging thickness, fitted with tongue and groove joint and glued to body. End edging shall be mitered to top rail and nose edging. Surfaces shall be sanded flush with body to produce a hairline joint with eased corners.
4. Body Supports: 3" thick with particleboard core with 1/16" cross band and face veneers as specified above. Exposed edges faced with matching solid stock or veneer so that no crossbanding is exposed. Support shall be attached to seat body by four alternating concealed bolt fasteners. Bolt head plugged with Cherry buttons. Bottom of supports fabricated with provisions for scribing to floor and routed for concealed floor anchorage. Holes plugged with buttons. Maximum spacing shall be 5'-9".

B. Assembly of Pews: Assemble all structural and stress areas by anchoring steel wood screws into solid Red Oak (or hard maple). The seat and back shall be attached together with 1-1/4" #10 wood screws spaced at 9" intervals countersunk and covered with Red Oak (hard maple) flush molding. The ends are to be routed 1/2" to receive pew body and cap rail. Back body shall be secured in routing to ends with wooden wedges and three 1-1/2" #10 wood screws. Seat body shall be secured with wooden wedges, cleats and 1-1/2" #10 wood screws. Screwheads on back shall be covered with Red Oak (hard maple) flush molding. Supports shall be attached to back with two 2-1/4" wood screws, countersunk and plugged with

wooden plugs to match finish. Supports shall be attached to seat with two steel right angle brackets and four 3/4" #10 wood screws. Additionally, all benches must contain pew ends with arm rests.

## **2.4 FINISH**

A. AWI Finish System #2; Premium Grade; Transparent; factory finish.

1. Stain: Match existing courtroom bench finish
2. Comply with A WI Section 1500; factory finishing.

B. Coordinate finish and color of stain with existing courtroom finish.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

A. Verify suitability of facilities to receive items.

B. Notify the Owner in writing, of conditions detrimental to commencement of installation.

C. Installation constitutes acceptance of responsibility for performance.

D. Coordinate installation with work of other trades.

### **3.2 INSTALLATION**

A. Non-applicable.

B. Install pews and benches according to manufacturer's recommendations

C. Installation: Pews may be assembled at the jobsite. Scribe each support to conform to irregularities that may occur in the floor.

1. Each end shall be fastened to the floor with two fasteners.

### **3.3 ADJUSTING**

A. Repair damaged and defective pew and bench finish work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace pews and benches.

1. Adjust joinery for uniform appearance.

### **3.4 CLEANING**

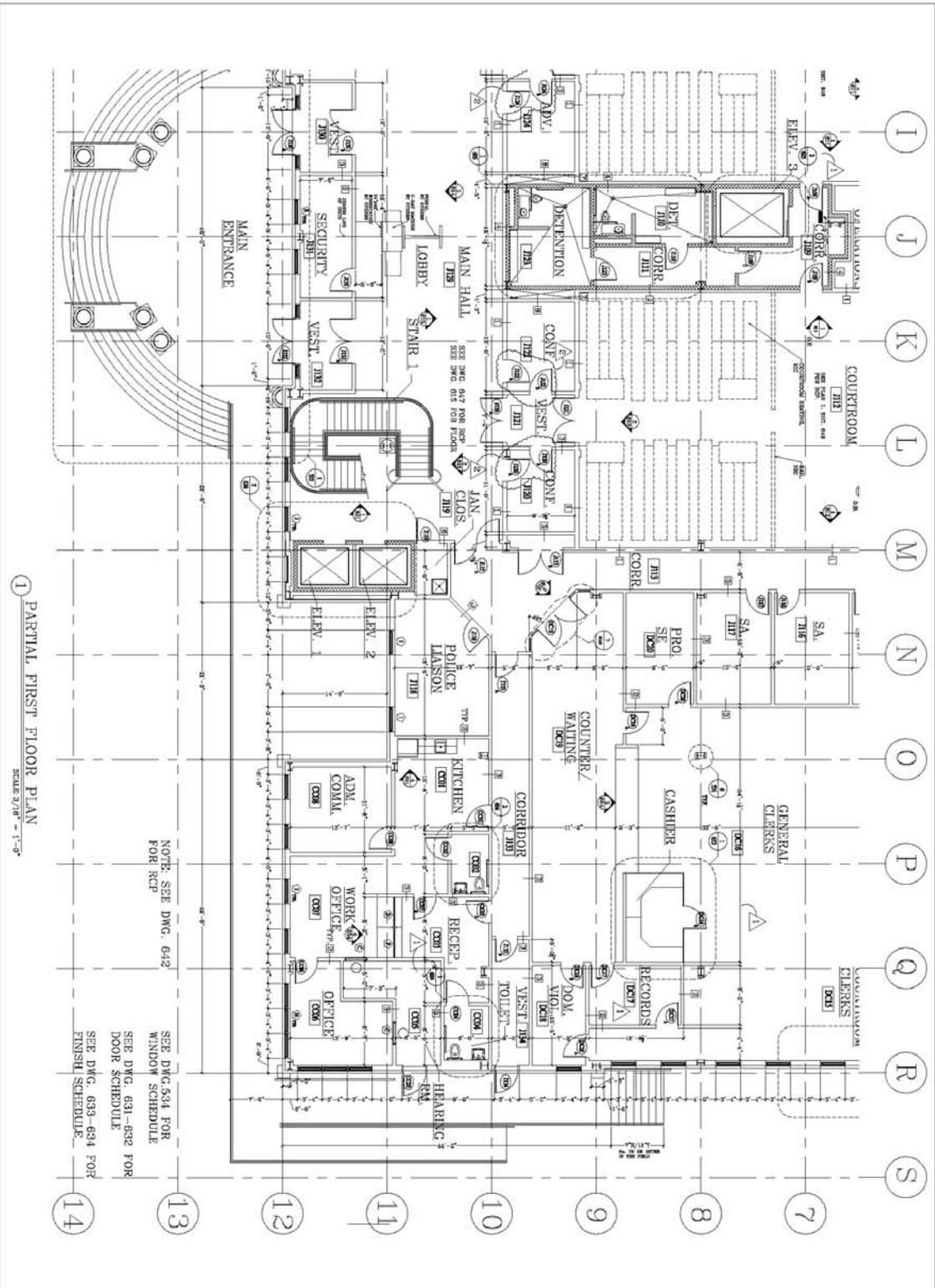
A. Clean finished work on exposed and semi-exposed surfaces. Touch-up shop applied finishes to restore damaged or soiled areas.

### **3.5 PROTECTION**

A. Installer shall advise all trades of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

### **DURATION OF CONTRACT**

Once awarded, the Contract shall remain in force for a period not to exceed two (2) years from the date of execution.



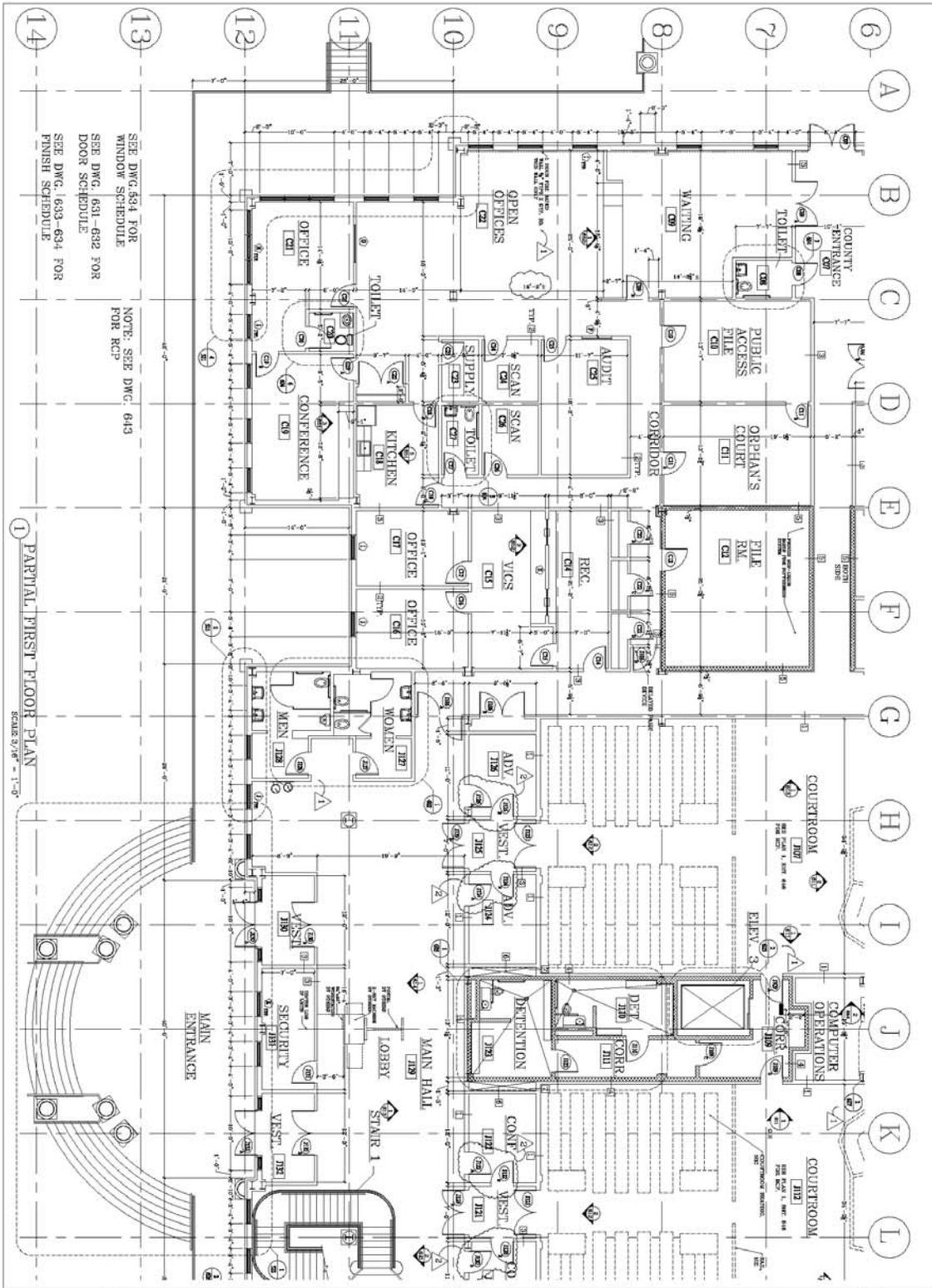
1 PARTIAL FIRST FLOOR PLAN  
SCALE 3/16" = 1'-0"

422  
DATE: 9.18.07  
DWG. NO. 00-000

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC  
300 CHARLES STREET, SUITE 4  
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

EXPANSION OF CHARLES COUNTY COURTHOUSE  
LA PLATA, MARYLAND

PROJECT NO. 4  
DATE: 9.18.07  
DWG. NO. 00-000



SEE DWG. 634 FOR WINDOW SCHEDULE  
 SEE DWG. 631-632 FOR DOOR SCHEDULE  
 SEE DWG. 633-634 FOR FINISH SCHEDULE

NOTE: SEE DWG. 613 FOR RCP

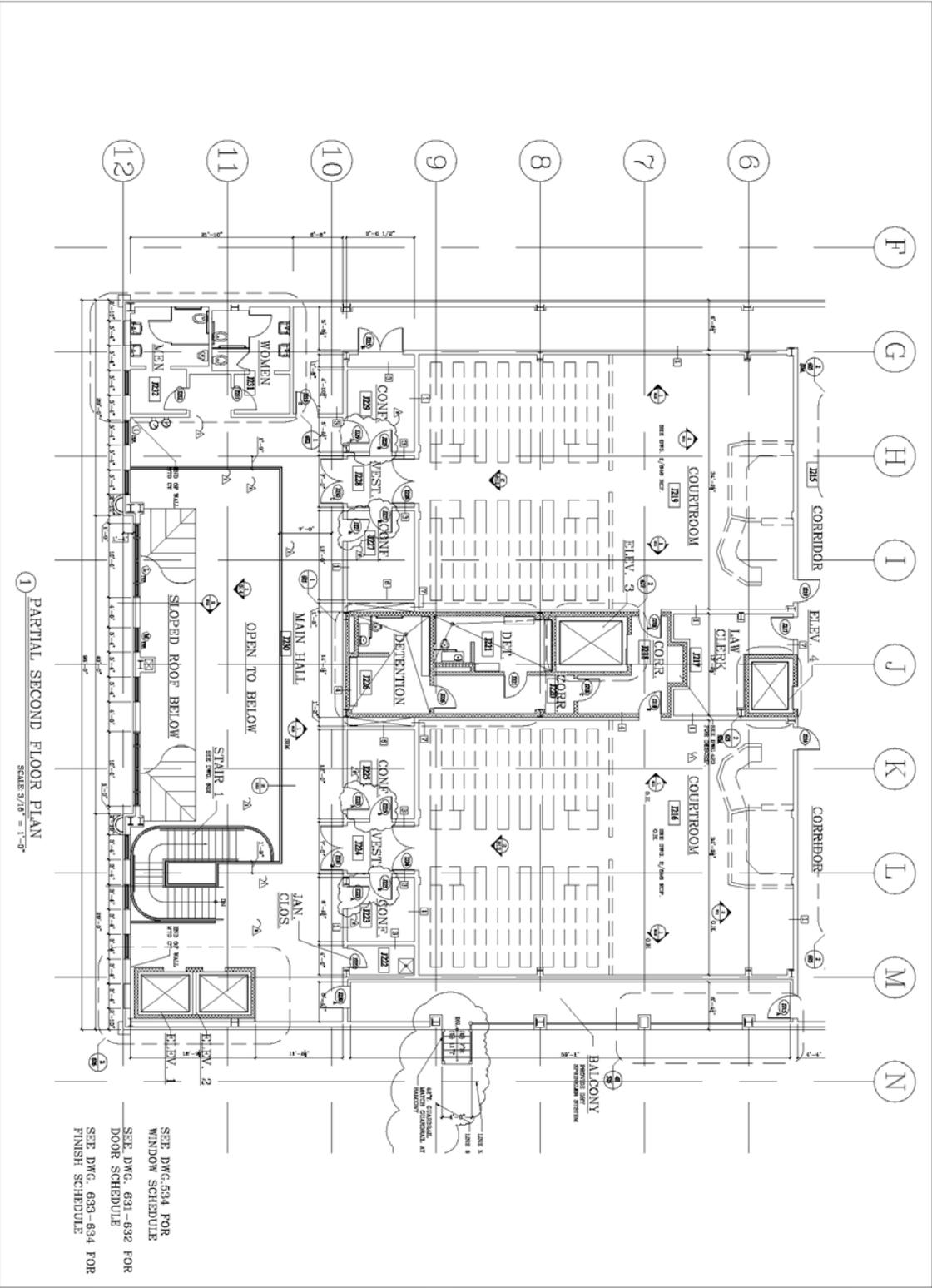
1 PARTIAL FIRST FLOOR PLAN  
 SCALE 3/16" = 1'-0"

423

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC  
 300 CHARLES STREET, SUITE 4  
 P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

EXPANSION OF CHARLES COUNTY COURTHOUSE  
 LA PLATA, MARYLAND

DATE: 8.15.07  
 DRAWN BY: [Signature]



1 PARTIAL SECOND FLOOR PLAN  
SCALE 3/16" = 1'-0"

SEE DWG. 633-634 FOR  
FINISH SCHEDULE  
SEE DWG. 631-632 FOR  
DOOR SCHEDULE  
SEE DWG. 634 FOR  
WINDOW SCHEDULE

432  
REV. 07  
9.11.16  
08.15.16

R.L. LITTEN & ASSOCIATES, ARCHITECTS, LLC  
300 CHARLES STREET, SUITE 4  
P.O. BOX 1920, LAPLATA, MD 20646 (301) 934-1471

EXPANSION OF CHARLES COUNTY COURTHOUSE  
LA PLATA, MARYLAND

PROPOSED  
NOV. 4  
CON. 3  
REV. 10.10.16

Delivery requirements:

**\* INSIDE DELIVERY IS REQUIRED ON ALL DELIVERIES**

C. Maryland Judiciary's Responsibilities

Non-applicable

D. Estimated Quantities

AOC reserves the right to increase or decrease the number of units as required. Unit rate bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

E. 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 timely paid.

F. Indemnification of the Administrative Office of the Courts

The Contractor shall indemnify the AOC and the Judiciary against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

The AOC and Judiciary have 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.

The AOC/Judiciary have 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.

The Contractor shall immediately notify the Procurement Officer of any claim or suit 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 will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

The Contractor agrees to indemnify, protect and save harmless AOC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

G. Insurance Requirements

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 an offer to this solicitation, the offeror 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.

The Insurance Certificate mentioned hereinabove must be received by the AOC Office of Procurement within ten (10) days of the notice of intent to award the Contract. In the event the Insurance Certificate is not received within ten (10) days after the date of the notice of intent to award, or if such certificate is insufficient respecting the limits and scope specified herein, then the AOC Office of Procurement reserves the right to award the Contract to another respondent. **Time is of the essence.**

All insurance policies required by this section, or elsewhere in the Contract, shall be so endorsed as to provide that the insurance carrier will be responsible for giving immediate and positive notice to AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the successful respondent, at least sixty (60) days prior to any such cancellation or restriction. Said insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

Please note that 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 these specifications, 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.

#### **A. WORKER'S COMPENSATION**

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.

#### **B. LIABILITY INSURANCE**

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:

1. 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.

2. 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.

### **C. 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.

### **D. SCOPE OF INSURANCE AND SPECIAL HAZARDS**

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.

### **E. SUBCONTRACTOR'S INSURANCE**

If 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.

**PRICE WORK SHEET  
SOLICITATION NO. K10-0096-84F**

Furnish and install new courtroom seating (pews) for three (3) and possibly four (4) courtrooms at the new Charles County District Court located at 200 Baltimore Street, LaPlata Maryland, 20646-3070. Work shall be performed in accordance specifications in Section II, Specifications of this RFB and with the Maryland Judiciary Terms and Conditions.

Bidders are to provide pricing for three (3) courtrooms and add alternate price for the fourth courtroom. There, however, is no guarantee that the fourth courtroom will be awarded in this contract. Note: Contractor shall submit Bid for four (4) courtrooms.

A fourth (4th) Courtroom may be awarded at the sole option and discretion of the District Court of Maryland. Contractor is required to hold its bid price for two (2) years in the event that courtroom seating is purchased and installed for the fourth Courtroom under this Contract. Please note that after one year, the Maryland Judiciary will pay increases for the lumber that come from the manufacturer. These increases must be documented in writing from the manufacturer and they are only intended to cover manufacturer's increases. The Contractor may not increase their profit, overhead or any other costs.

<b>Courtroom Seating</b>	<b>Cost</b>			
	<b>Red Oak (\$ price per Bench)</b>	<b>Hard Maple (\$ price per bench)</b>	<b>Total Price \$ (Red oak)</b>	<b>Total Price \$ (Hard Maple)</b>
Courtroom #1 seating for the new District Court in Charles County				
Courtroom #2 seating for the new District Court in Charles County				
Courtroom #3 seating for the new District Court in Charles County				
Courtroom seating for Courtroom #4 for the new District Court in Charles County ( <b>alternate</b> )				
			<b>\$ Grand Total (Red Oak)</b>	<b>\$ Grand Total (Hard Maple)</b>
<b>GRAND TOTAL (COURTROOMS)</b>				
<b>Well and Hallway Seating</b>	<b>Cost</b>			
	<b>Red Oak (\$ price per Bench)</b>	<b>Hard Maple (\$ price per bench)</b>	<b>Total Price \$ (Red oak)</b>	<b>Total Price \$ (Hard Maple)</b>
Courtroom Well areas Eight (8) ten (10) foot benches with ends				
Hallway Areas two (2) fifteen (15) foot benches and one (1) eight (8) foot bench	15 ft:	15 ft.	15 ft.	15 ft.
	8 ft.	8 ft.	8 ft.	8 ft.
<b>Grand Total (Well and Hallway)</b>				

- **Total Amount of Bid (all inclusive):** \_\_\_\_\_

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, MILEAGE, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Bid Compiled By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

AOC SOLICITATION NO. K10-0096-84F  
SIGNATURE PAGE

DATE BID SUBMITTED: \_\_\_\_\_

COMPANY OF RESPONDENT (Print or Type): \_\_\_\_\_

NAME/TITLE OF RESPONDENT (Print or Type): \_\_\_\_\_

\_\_\_\_\_

ADDRESS OF RESPONDENT (Print or Type):

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

TELEPHONE \_\_\_\_\_ FACSIMILE \_\_\_\_\_

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

SIGNATURE OF RESPONDENT \_\_\_\_\_

ACCEPTED FOR AOC: \_\_\_\_\_

## APPENDICES

### Appendix 1

#### Mandatory Terms and Conditions for Contracts Administrative Office of the Courts (AOC)

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and Name of contracting business *(The “Contractor”)*.

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

#### 1. Scope of Contract

- 1.1 The Contractor shall provide xxxxxxxxx as described in the attached agreement in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:
- Exhibit A: Contract Affidavit
  - Exhibit B: Solicitation (Request for Bids/Proposals or Request for Quote)
  - Exhibit C: Contractor’s Proposal or Quote (includes technical and price proposal)
- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B 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.
- 1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, 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 shall 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.

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

Once awarded, the Contract shall remain in force for a period not to exceed two (2) years from the date of execution.

Contractor is required to hold its bid price for two (2) years in the event that courtroom seating is purchased and installed for the fourth Courtroom under this Contract. Please note that after one year, the Maryland Judiciary will pay increases for the price of lumber that come from the manufacturer. These increases must be documented in writing from the manufacturer and they are only intended to cover manufacturer's increases. The Contractor may not increase their profit, overhead or any other costs.

## 3. Consideration and Payment

- 3.1 The Contractor shall be compensated for xxx. The total price for the goods/services to be provided by Contractor under the contract shall be *xx dollars (\$)*.
- 3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.
- 3.3 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.

## 4. Definitions [ *Only use this section or portions thereof, if applicable to purchase involved* ].

For the purpose of this Agreement, the following definitions shall apply:

- 4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.
- 4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.

- 4.3 “System” means the system as provided by this Agreement
- 4.4 “Type I Materials” means Material that is created under this Agreement.
- 4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.

## 5. Ownership and Rights in Data

Section 5 applicable \_\_\_\_\_ or non-applicable \_\_\_\_\_ [*the language in this section applies to software, computer engineering and related situations. It would not be applicable in situations involving the purchase of furniture and related items for example*].

- 5.1 The Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System’s performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., “off the shelf” software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM’s standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.
- 5.2 The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.

- 5.3 The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.
- 5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

**6. Warranties The Contractor hereby represents and warrants that:**

- 6.1 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;
- 6.2 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;
- 6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 6.4 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;

**7. Patents, Copyrights**

- 7.1 If the Contractor furnishes any design, device, material, process, 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 to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 7.3 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 will, at its option and expense: a) procure for the State 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.
- 7.4 If the Contractor obtains or uses for purposes of this Contract any design, device,

material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, 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.

- 8. 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.
- 9. Disputes** Any claim regarding the proper interpretation of this agreement 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 issuance*].
- 10. Maryland Law** The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article 12-204.
- 11. 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.
- 12. Non-discrimination in Employment** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment 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.
- 13. 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 agreement, 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 agreement.
- 14. 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 State'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 State 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 State

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.

**15. 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 State 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 State's option, become the State's property. The State 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 State can affirmatively collect damages.

**16. Termination for Convenience** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole or, from time to time, in part whenever the State shall determine that such termination is in the best interest of the State. The State 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.

**17. Delays and Extensions of Time** The Contractor agrees to perform this agreement 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 a State 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.

**18. Suspension of Work** The State 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 convenience of the State.

**19. Pre-existing Regulations** The applicable statutes and regulations of the State of Maryland in effect at the time of this agreement are incorporated in this agreement.

**20. Financial Disclosure** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these 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.

**21. Political Contribution Disclosure** The Contractor shall comply with the provisions of Title 14 of the Election Law of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws 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.

**22. Retention of Records** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

**23. 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 Department.

**24. Cost and Price Certification** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [*Insert proper date*]. 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 [*Insert proper date*] was inaccurate, incomplete, or not current.

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

**26. Indemnification**

26.1 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.

- 26.2 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.
- 26.3 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.
- 26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit 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 will cooperate, assist and consult with the AOC in the defense or investigation of any claim, suit, or action made or filed against the AOC as a result of or relating to the Contractor's performance under this Contract.

**27. Public Information Act Notice**

Offerors shall give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to ' 10-617(d) of the State Government Article, Annotated Code of Maryland, or other law relating to access to public records. *[Including, Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any part of a proposal the offer may be contacted, as circumstances allow, to express its views on the availability of requested information, however, the final decision on release of any information rests with the Judiciary.]*

**28. Conflict of Interest**

A. "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 person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "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.

C. 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.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

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E. 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 agreement as well as disciplinary action against an employee for whom a conflict exists.

**29. 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:** Susan Howells, Executive Director  
Procurement and Contract Administration  
Maryland Judicial Center  
580 Taylor Ave.  
Annapolis, Maryland 21401  
(410) 260-1410

**Contractor:**

In Witness Whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Approved for form and legal sufficiency, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Legal**

\_\_\_\_\_  
David R. Durfee Jr.  
Director of Legal Affairs

**Contractor**

\_\_\_\_\_  
Signature  
Authorized Representative

Date: \_\_\_\_\_

**Reviewed:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator

Date: \_\_\_\_\_

**State of Maryland:**

\_\_\_\_\_  
Robert M. Bell, Chief Judge  
Court of Appeals

Date: \_\_\_\_\_

**Appendix 2**

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 of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the 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)

**Appendix 3**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "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 person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" includes a bidder, offeror, 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.

C. The bidder or offeror 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.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain details-attach additional sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential **conflict of interest** arises after the date of this **affidavit**, the bidder or offeror 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 bidder or offeror 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.

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)

**Appendix 4**

**CONTRACT AFFIDAVIT**

21. 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.

**2. 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)