

JUDICIARY

STATE OF MARYLAND

ADMINISTRATIVE OFFICE OF THE COURTS

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

K10-0097-84F

REQUEST FOR BID

**JANITORIAL SERVICES FOR
DISTRICT COURT LOCATIONS**

ISSUE DATE: FEBRUARY 3, 2010

DUE DATE: FEBRUARY 26, 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

A. Summary Statement

1. The contractor will provide full-time janitorial services for the various Maryland Judiciary locations within the Annapolis Commerce Park, Annapolis, MD. District Court Building, Annapolis Maryland. The contractor must have proof of previous experience in providing janitorial services for projects of similar size and nature. A listing of previous projects must be submitted with the bid and shall include: institution, building(s) name, address, and square footage. The experience of officials gained prior to the formation of a corporation or other business entity may be considered when evaluating responsibility of the bidder. The exact locations are detailed in the specifications under Section II of this solicitation.

2. Contract shall be performed in accordance with this solicitation and the Maryland Judiciary's Mandatory Terms and Conditions attached.

B. Background n/a

C. Procurement Office Mailing Address

**Bids shall be addressed to:
ATTN: Karen Hoang
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 Karen Hoang at karen.hoang@mdcourts.gov, telephone (410) 260-1582 or Kevin Jones at kevin.jones@mdcourts.gov, telephone (410) 260-1411. Questions will also be accepted by FAX at (410) 260-1749

E. Closing Date

Sealed bids shall arrive at the aforementioned office no later than 12 p.m. on or before February 26, 2010 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 amendments to bids arriving after the closing time and date will not be considered. Bids are to be marked on the outside of the envelope.

F. Site Survey/Pre-Bid Conference will be held on **February 18, 2010 at 10:00 a.m. at the District Court Warehouse, 2002A Industrial Drive, Annapolis, MD 21401.**

G. Bid Opening

The Procurement Office shall hold all bids and modifications in a secure place until the due date, after

which time the bids and modifications, if any, will be opened in the presence of at least two State employees and a 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 Statement of Work, and the successful Offeror's proposal will be incorporated by reference and made a part of the contract.

Q. Bid/Proposal Affidavit

The attached Bid/Proposal Affidavit shall be completed and returned with the contractor's bid.

R. 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 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.

S. Competitive Sealed Bid Procurement Method

Respondents shall submit four copies of their quote, 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.

T. 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 **ZERO (0%)** 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 a MBE Subcontractor Participation Goal is designated for this solicitation, respondents are required to submit, as part of the bid/proposal package, the forms specified below. Failure to furnish the required forms may result in the bid/proposal being deemed non-responsive.

- * MJ-EEO-03 – Schedule for participation of Minority Business Enterprise
- * MJ-EEO-04 – Minority Contractor Project Disclosure and Participation

Statement

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.

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

Section II – Specifications

A. Scope of work

1. The contractor will provide full-time janitorial services for the various Maryland Judiciary locations within the Annapolis Commerce Park, Annapolis, MD. The locations to be provided services and the detailed square footage are as followed:

	<u>Total Sq. Ft.</u>	Office & Restrooms <u>Sq. Ft.</u>	Warehouse <u>Sq. Ft.</u>
DISTRICT COURT OF MARYLAND			
Warehouse - 2002A Industrial Drive	32,467	5,400	27,067
AOC Warehouse - 2002E Industrial Drive	3,000	0	3,000
JIS Micro Group - 2004A Industrial Drive	5,000	2,000	3,000
Data Entry - 2020 Industrial Drive	5,400	5,400	N/A
Traffic Processing- 905 Commerce Road	2,648	2,648	N/A
Macro/ Dist Ct - 903 Commerce	5,378	5,378	
TOTAL	53,893	15,776	33,067

2. The Contractor shall furnish all labor, equipment and supplies necessary to perform the daily, bi-weekly, weekly, and monthly cleaning of these buildings in strict conformance with the standards specified in these Detailed Specifications.

2. WORK EXCLUDED FROM THIS CONTRACT

All mechanical rooms, electrical rooms, and any areas used exclusively by building maintenance personnel are excluded from this contract.

B. Contractor's Responsibilities

1. HOURS WHEN WORK MAY BE PERFORMED

Hours to be determined by the District Court and the Contractor; however, all work is to be completed by 4:30 P.M.

2. SUPPLIES

2.1 Supplies will be furnished by the Contractor including all janitorial supplies, paper products, and materials necessary to properly perform the duties under this agreement.

2.2 Contractor is required to furnish those sanitary products, which are compatible with the machines provided at the facility. Contractor is required to service and maintain those machines for proper operation.

3. **SERVICE TO BE SUPPLIED BY THE DISTRICT COURT**

3.1 The District Court will supply the Contractor with light, heat, power, hot and cold water for the cleaning of the building. (Note: Hot water temperature is regulated by the States energy guidelines and cannot be increased above the current guidelines temperature.)

3.2 The District Court will provide janitorial closets, where possible, for the housing of the Contractor's equipment and supplies. These closets will be supplied with locks to safeguard the Contractor's property. The Contractor must maintain these closets in a clean, neat and orderly condition. Keys to the janitorial closets will be the responsibility of the Contractor. Should the Contractor loose these or any other building keys, he shall be responsible for the cost of replacing or rekeying the locks so affected.

3.3 The District Court will supply large trash receptacles (dumpsters) for the final disposal of trash collected in the building. The Contractor shall deposit all trash collected in the building in the receptacle provided and insure that all lids, doors or other openings to the receptacle are closed and latched.

4. **JANITORIAL TASKS**

The buildings must be cleaned at the frequency and to the standards as detailed in these specifications. The District Court Designee will determine whether the tasks have been performed and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reduction in the Contractor's monthly invoice.

4.1 TASK: D-1 Empty Trash Cans and Remove Trash

FREQUENCY: Daily

LOCATIONS: General Offices, Executive Offices, Conference Rooms, Corridors, Lounges, Restrooms.

STANDARDS:

1. Collect and remove all litter in the facility. Empty all designated containers used in collection of recycled aluminum, newspapers or office paper. Empty containers into designated repository located within or near the facility. Return emptied containers to original locations, all soiled containers are to be damped wiped cleaned.
2. All small loose trash is placed in large plastic bags and deposited in dumpster provided. Large plastic bags are closed and tied and are free from holes which would allow trash or liquid to escape.
3. Dumpster doors are left closed and latched.
4. All emptied trash cans have liners that are free of soil and stains caused by liquids, coffee grounds, cigarette ashes, food, garbage or any other substance which creates an odor or will adhere other trash to the side of the liner.
5. All items marked as "trash" are removed and boxes are broken down prior to placement in dumpster.

4.2 TASK: D-2 Refill Paper Towels, Toilet Tissue, and Liquid Hand Soap

FREQUENCY: Daily

LOCATION: Restrooms

STANDARDS:

1. All paper towel dispensers are filled to 3/4 capacity and paper towels are

dispensed easily and correctly from dispenser.

2. All toilet paper dispensers have at least ½ roll of toilet paper and rolls are properly installed in dispensers.
3. All hand soap dispensers are filled 3/4 capacities with the proper ratio of 1 part soap to 2 parts water. That the soap dispenser has been accessed properly and the dispenser has been restored to proper operating condition.

4.3 TASK: D-3 Clean and Disinfect Basins, Toilets, Urinals and Sanitary Napkin Depositories.

FREQUENCY: Daily

LOCATIONS: Restrooms

STANDARDS:

1. Basins, counter top and plumbing disinfected and free of stains, dirt, hair, smudges, smears and water spots. Chrome fixtures or pipes shined.
2. Toilets and urinals disinfected and free of stains, dirt, hair, smudges, smears, water spots, encrustation and rust. Toilets seats free of stains, dirt, hair, smudges, smears, and water spots on both top and bottom surfaces.
3. Sanitary napkin depositories emptied, disinfected and are free of dirt, hair, smudges, smears, water spots, encrustation rust or odor. Exterior of depositories are free of smears, film and haze. Contents of depositories bagged in plastic bags, plastic bags tied and deposited in the dumpster.

4.4 TASK: D-4 Vacuum all Carpeted Areas

FREQUENCY: Daily

LOCATIONS: General Office, Executive Offices, Carpeted Corridors, Carpeted Reception Areas, Carpeted Lounges, and Conference Rooms.

STANDARD:

1. Carpets are to be free of all dirt, dust, paper clips, small pile of paper or other trash.
2. Furniture is to be returned to its original position.

4.5 TASK: D-5 Vacuum Floor Mats

FREQUENCY: Daily

LOCATIONS: Lobbies, and Corridors.

STANDARDS:

1. All dirt, dust, and trash removed from floor mats.
2. Floor mats returned to their original positions.

4.6 TASK: 2XW-1 Spot Clean Building Surfaces

FREQUENCY: Mondays and Wednesdays

LOCATIONS: Lobbies, General Offices, Executive Offices, Judge's Chambers, Conference Rooms, Corridors, Lounges, and Restrooms.

STANDARD:

All vinyl, painted or ceramic tile walls and restrooms partitioning shall be free of smudges, smears, marks, dirt, fingerprints or other soil. Surfaces will be free of detergent residue, streaks, film or haze.

4.7 TASK: W-1 Spot Clean Carpets Stains

FREQUENCY: Weekly

LOCATIONS: All Carpeted Areas

STANDARD:

Carpet is to be free of stains, spots or marks of any kind which can be removed by carpet cleaners.

4.8 TASK: W-2 Dust all Horizontal Surfaces

FREQUENCY: Weekly

LOCATIONS: General Offices, Executive Offices, Lobbies, Corridors, Lounges, and Conference Rooms

STANDARDS:

All window ledges, desks, file cabinets, storage cabinets, wooden furniture, Venetian blinds, tables, bookcases, and all other horizontal surfaces are to be free of dust and trash. Also, the dusting of all air grilles and ceiling diffusers with a damp cloth.

4.9 TASKS: W-3 Dust Vertical Surfaces

4.10

FREQUENCY: Weekly

LOCATIONS: Executive Offices, General Offices, Lobbies, Lounges, and Conference Rooms.

STANDARDS:

All dust removed from all vertical surfaces in the above areas.

4.10 TASKS: W-4 Cleaning of File Room Floors- This task pertains to the 35,174 square feet of warehouse space

FREQUENCY: Weekly

LOCATIONS: File Access

STANDARDS:

1. All dirt, dust, and trash removal from floors.
2. No dirty water or cleaning solution residue or mop marks shall be visible on floor.

4.11 TASK: M-1 Clean Glass and Mirrors

FREQUENCY: Monthly

LOCATIONS: Entrances, General Offices, Executive Offices, Corridors, Lounges, Restrooms.

STANDARD:

Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without residue or haze.

4.12 OPTION #1

TASK: A-1 Clean and Shampoo Carpeting

FREQUENCY: Twice Annually

LOCATIONS: All Carpeted Areas of the Building

STANDARDS:

1. Carpet is to be free of all dirt, stains, shampoo residue or other soil which can be removed through proper cleaning.
2. Carpet presents a uniform appearance.
3. Furniture is restored to its original position.

5. Qualifications Determining Responsibility Of Bidder

Prior to the bid date of this contract, the bidder must have successfully performed janitorial services of the type and size specified in these detailed specifications. The experience of officials gained prior to the formation of a corporation or other business entity can be considered when evaluating responsibility.

6. Conduct Of Janitors

- 6.1 Employees of the Contractor, while performing work under this contract, will not:
- A. Remove any District Court property or personal property, equipment, monies forms, or any other item from the building;
 - B. Engage in loud or boisterous behavior;
 - C. Play radios or tape players;
 - D. Be under the influence of alcohol or drugs;
 - E. Gamble
 - F. Turn on or off or use any equipment other than the Contractor's equipment;
 - G. Use any District Court telephone except a telephone designated by the District Court for the purpose of business under this contract;
 - H. Open any desk, file cabinet or storage cabinet;
 - I. Consume any food or beverage, other than that brought with the employee or purchased from vending machines, and only in areas designated by the District Court
 - J. Engage in horseplay;
 - K. Remove any article from desks;
 - L. Sleep;
 - M. Engage in long conversations with visitors, or other individuals;
 - N. Take photographs of the building or its contents;
 - O. Remove any documents, records, forms, or paper of any kind which is not either in trash cans or clearly marked as trash; and
 - P. Engage in any activity, which is not in the best interest of the District Court or is otherwise detrimental to the performance of this contract.
- 6.2 Should the district court find any janitor undesirable under this contract, it shall immediately notify the Contractor's representative verbally, followed by a written notification to the Contractor, that the particular janitor is undesirable. The Contractor

shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this contract.

7. Security and Registration of Contractor's Employees

- 7.1 All of the Contractor's employees assigned to this contract must pass a background check and meet the standards of the District Court of Maryland.
- 7.2 The Contractor's employees are required to be registered with the District Court Designee prior to those employees performing services under this contract. Registration will consist of the Contractor completing a 3"x 5" identification card for each of the employees assigned to this contract. The building manager will supply the 3" x 5" identification cards.
- 7.3 The 3"x 5" identification card will require the Contractor to provide the following employee information: name, address, phone number, employee's signature and a 1 1/2" x 1 1/2" picture of the employee.
- 7.4 Failure to provide the requisite identification cards shall result in reductions from payment to the Contractor equal to .0001 of the annual contract cost for each day a card has not been submitted.

8. Daily Sign-in and Sign-out of Contractor's Employees

All the Contractor's janitorial personnel are required to sign in and out of the building.

9. Building Closure

When the building is closed due snow or hazardous conditions, the Contractor shall make every effort to provide janitorial services to the building. Should the Contractor be unable to provide janitorial service to the building, he must notify the District Court Designee that service will not be provided. The Contractor shall not receive payment for any daily task not performed as a result of the building being closed.

10. **Information To Be Submitted With Quote**

10.1 With their quote, the Contractor must submit a listing of buildings of similar size for which his company has performed janitorial service. This listing must include the name and address of the building, institution, or facility and its net square footage.

10.2 The Contractor must submit the hourly wage rates, including fringe benefits, that he intends to charge for janitor and the on-site supervisor assigned to this contract for any extra work beyond the scope of this contract.

11. **Quotation Preparations**

11.1 The quotation shall be a total price for the three (3) year period for the provision of all janitorial services as described in Tasks 6.1 through 6.12 in these detailed specifications. This price includes all daily, weekly and quarterly tasks, to the standards set forth, including all supplies, equipment, wages, overhead and profit for the entire term of the contract.

11.2 Option #1 is a total annual price for Task 6.12, clean and shampoo carpet twice annually to the standards set forth and includes all supplies, equipment, wages, overhead and profit at the frequency specified for the entire term of the contract.

12. **HOLIDAYS**

The District Court facility shall be serviced according to the weekend schedule for the following State Holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas |

Labor Day

And all other additional days authorized by the Governor, plus official general election holidays.

13. **Communication**

The Contractor is required to maintain, on-site, at all times when work is in progress, an individual who represents the Contractor and can communicate in **English** with the State representatives.

14. **Manning Tables**

The Contractor shall supply to the District Court Designee, within 30 days after award of the contract, the following information:

14.1 Total weekly man-hours for the provision of daily, bi-weekly, and weekly tasks.
(Tasks 6.1 - 6.11)

14.2 Total twice annually man-hours for the provision of twice annually tasks.
(Task 6.12)

D. Duration of Contract

Once awarded, the Contract shall remain in force for a period of three (3) years from the date of award. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for three (3) additional one (1) year periods at its sole option.

AOC, at its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for each of the extension periods provided, however, that any requested increase does not exceed three percent (3%) or the consumer price index (U.S. Bureau of Labor Statistics - All Urban Consumers), whichever is lower.

E. Estimated Quantities

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

F. Payment

Subject to the performance of services and its acceptance by the AOC, successful respondent may invoice the AOC monthly for all appropriate charges for the service provided. 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.

At the end of each month, the Contractor shall render the District Court Designee their invoice, in triplicate, for the service provided over the preceding month. For the purposes of this contract separate invoicing may be necessary for various locations. The invoice shall not exceed 1/12 of the annual amount of the contract plus any optional work performed. The invoice will detail any known reductions as outlined in these supplemental terms and conditions and detailed specifications. The Contractor's federal tax identification number or social security number must appear on the front of the invoice.

The District Court Designee will review the invoice and any necessary reductions which must be made in accordance with these supplemental terms and conditions and detailed specifications.

Should the Contractor's invoice not include all necessary reductions, the invoice will be reduced by the amount of the non-included reductions and processed for payment. The

Contractor will be notified of the reductions made and supplied with copies of documentation supporting those reductions.

G. 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.

H. 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 - \$ 5,000,000 Bodily Injury
\$ 5,000,000 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. K10-0097-84F**

A. BASE BID FOR TASKS 4.1 THROUGH 4.11

District Court of MD Warehouse – 2002A Industrial Drive (32,467 sq. ft.)

\$ _____ per year x 3 years = \$ _____

AOC Warehouse – 2002E Industrial Drive (3,000 sq. ft)

\$ _____ per year x 3 years \$ _____

JIS Micro-Group – 2004A Industrial Drive (5,000 sq. ft.)

\$ _____ per year x 3 years \$ _____

Data Entry– 2020 Industrial Drive (5,400 sq. ft.)

\$ _____ per year x 3 years \$ _____

Traffic Processing – 905 Commerce Road (2,648 sq. ft.)

\$ _____ per year x 3 years \$ _____

Macro/ Dist Ct - 903 Commerce (5,378 sq. ft.)

\$ _____ per year x 3 years \$ _____

TOTAL BASE BID:

\$ _____ per year x 3 years \$ _____

B. OPTION I – CLEAN AND SHAMPOO CARPETING (TWICE YRLY) TASK 4.12

\$ _____ per year x 3 years \$ _____

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. **K10-0097-84F**
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)

The following are mandatory terms and conditions to be included in all AOC contracts:

This Contract is made this _____ day of _____, 200_____, by and between the State of Maryland Administrative Office of the Courts (the "State" or "AOC") and _____, a _____ corporation (the "Contractor"), having its principal place of business at _____.

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 Department and the Contractor agree as follows:

1. Definitions. All capitalized terms that are not defined herein shall have the meanings provided in the Request for Bids, _____.

2. Scope of Contract.

2.1 The Contractor shall provide services as described in the Contractor's proposal 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: RFB _____.
Exhibit B: The Contractor's Bid dated _____.

2.2 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 any of the Exhibits, the terms of Exhibit A shall prevail.

2.3 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 any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under section 2.4.

2.4 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 (30) days 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.

2.5 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.

3. Time For Performance. The Contractor shall begin work in accordance with the work plan within thirty days of the execution of the contract.

4. Consideration and Payment

4.1 The Contractor shall be compensated for _____. The total price for the _____ to be provided by Contractor under the contract shall be _____. At its sole option, the State may elect request additional services for an additional two years in an amount not to exceed _____.

4.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the acceptance of the support services and receipt of a proper invoice from the Contractor. The _____ shall be accepted in accordance with Section _____ of the RFP. Each invoice for services rendered must reflect the Contractor's federal tax identification number.

4.3 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.

5. Warranties. The Contractor hereby represents and warrants that:

- (a) 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;
- (b) 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;
- (c) It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- (d) 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;

6. Patents, Copyrights.

6.1 If the Contractor furnishes any design, device, material, process, or other item which 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.

6.2 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. The obligations of this paragraph are in addition to those stated in section 7.3 below.

6.3 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.

6.4 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 as a result of this RFB.

6.2 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. The obligations of this paragraph are in addition to those stated in section 7.3 below.

6.3 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.

6.4 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 as a result of this RFB.

7. 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.

8. Disputes. Any claim regarding the proper interpretation of this agreement shall be submitted, in writing, to the Procurement Officer and shall be resolved pursuant to the requirements set forth in the Procurement Policy for the Judicial Branch, Article VI, "Protests and Claims," published at <http://www.courts.state.md.us/procurement/procurementpolicy1-02.pdf>. Pending resolution of a claim under the provisions of that Article, the Contractor shall proceed diligently with the performance of this Contract in accordance with 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 construed, interpreted, and enforced according to the laws of the State of Maryland.

10. Amendments. Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer.

11. 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, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any 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 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.

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 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.

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 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. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

15. 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.

16. 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.

17. 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.

18. Pre-existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

19. 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 or its agencies 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.

20. Political Contribution Disclosure. The Contractor shall 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 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.

21. 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.

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 Department.

23. 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 date of last 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 _____ *[date]*, 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 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.

25. Indemnification.

25.1 The Contractor shall indemnify the State 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.

25.2 The State of Maryland 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 State 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 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.

26. Insurance

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.

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

1. 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 - \$ 5,000,000 Bodily Injury
 \$ 5,000,000 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.

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:

If to the Department:

Daniel A. Coleman, J.D., Executive Director
Department of Procurement and Contract Administration
Administrative Office of the Courts
Maryland Judicial Center
580 Taylor Avenue
Annapolis, MD 21401

If to the Contractor:

In Witness Whereof, the parties have signed this Agreement this _____ day of _____, 2002_.

State of Maryland

Contractor

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 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 its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

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:
 2.
 - (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.

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

CONTRACT AFFIDAVIT

1. 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)