

**STATE OF MARYLAND**  
**MARYLAND JUDICIARY**  
**ADMINISTRATIVE OFFICE OF THE COURTS**

**MARYLAND JUDICIAL CENTER**  
**580 TAYLOR AVENUE, 1ST FLOOR**  
**ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSAL**  
**NO. K10-0055-19**

**FLAT PANEL DOCKET DISPLAY SYSTEM**

**Date of Issuance:               SEPTEMBER 17, 2009**  
**Bid Due Date and Time:       OCTOBER 14, 2009**

**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 RFP 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: Anna Pfeifer  
Procurement and Contract Administration  
Administrative Office of the Courts  
Maryland Judicial Center  
580 Taylor Avenue, 4th Floor  
Annapolis, Maryland 21401**

D. Questions/Inquiries

The sole point of contact in the Maryland Judiciary for purposes of this RFP are the Procurement Officers, Anna Pfeifer or Kevin Jones, of the Procurement and Contract Administration Department.

All questions shall be submitted in writing to Anna Pfeifer (410-260-1416) or Kevin Jones (410-260-1411) and must be received no later than five (5) days prior to the bid due date. Written responses shall be provided. Questions will be accepted by FAX at (410) 260-1749 or e-mail at [anna.pfeifer@mdcourts.gov](mailto:anna.pfeifer@mdcourts.gov)

E. Closing Date

One (1) original and Six (6) copies of the proposal shall arrive at the aforementioned office on or before **October 14, 2009 no later than 12:00 P.M.**, in order to be considered. Offerors who mail proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals are to be marked **RFP NO. K10-0055-19; Flat Panel Docket Display System**, on the outside of the envelope. The proposal containing the original signatures shall be marked "ORIGINAL."

Additionally, one copy of the price proposal should be included in a separate sealed envelope marked **RFP NO. K10-0055-19, Flat Panel Docket Display System**.

F. Pre-Proposal Conference and Site Visit

Pre-proposal conference will be held on October 1, 2009 at 10:30 A.M. at the Circuit Court for Somerset County, 30512 Prince William Street, Princess Anne, MD 21853.

G. Proposal Opening

The Procurement Office shall hold all proposals 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 register of proposals will be prepared.

H. Duration of Proposal Offer

Proposals shall be valid and irrevocable for 180 days following the closing date for this RFP. This period may be extended by written agreement between an Offeror and the AOC Procurement Officer.

I. Addenda to the RFP

If the AOC Procurement Officer finds it necessary to revise any part of this RFP, an addendum will be provided to all contractors known to have received the RFP. 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 RFP

The AOC Procurement Officer may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

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

Proposals 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 RFP.

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 RFP will contain the general provisions included in Appendix 1. Additionally, this RFP, 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 RFP.

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

## SECTION II SPECIFICATIONS

### A. GENERAL

The Circuit Court for Somerset County is seeking the delivery, installation, and configuration of a Flat Panel Docket Display Server Central Processor.

The work shall be performed in accordance with the below statement of work and the Maryland Judiciary's Terms and Conditions.

## 2. CONTRACTOR'S RESPONSIBILITIES

### A. Statement of Work

#### ▪ **Hardware**

##### Flat Panels and servers

Installation is comprised of three (3) each 40" diagonal LCD flat panel displays and one (1) each 32" flat panel display. All displays shall be capable of receiving docket information through an Ethernet IP connection. Devices will support a cat5e rj45 connection. Such connection will support and allow a static IP address to be assigned to each panel and server.

If a separate server is required, that device will also connect to a local network connection with a static IP address. It is anticipated that the server will be installed in an existing 19" wide data cabinet. The server will take no more than four (4) U of vertical space. This cabinet has front vertical rails only. No vertical rear rails will be supplied.

All panels will have field replaceable light sources.

All panels will include a VESA standard hole spacing for attaching brackets as may be necessary for mounting.

All panels will operate on standard 120 VAC power.

The vendor will determine best mounting method for all panels.

Installation will require mounting on both solid and hollow walls. The vendor will take whatever steps necessary to ensure a safe mounting of panels. The vendor will supply all brackets and hardware suitable for both solid and hollow wall installations.

##### Electrical and Data connections

The Court will supply either a surface mount electrical box with one duplex outlet or

an in-wall mounted electrical outlet with one (1) each duplex outlet. In all cases these outlets will be of the three-prong type.

The Court will supply one (1) each cat 5e network connection at each panel for connection to the courts network. The 32" panel will be installed in an adjacent building. Network cabling and network switches already exist at that location. Those connections are on the same network segment as the main building.

The vendor will need to identify where the data and electrical boxes are placed to avoid mounting conflicts with the data and electrical on-surface conduit and boxes.

- **Software**

The vendor will supply and install software to allow an automated download of docket information from the JIS mainframe. This download will be transparent to the users at the site and will not require any interaction from the user to complete the download.

An option to force a manual download will be included to allow the site to initiate a download should there be a temporary connectivity problem between the site and the JIS mainframe.

An option to allow users to delete, add, modify and remove docket assignments as necessary through the business day will be provided.

The vendor will supply whatever is necessary to ensure that servers and or panels will be protected from receiving or sending viruses or other malicious software from these devices to our network.

- **Training**

As part of the installation, the vendor will install whatever client is needed on local PCs to allow users to modify docket entries. The vendor will include, at least seven (7) each client packages for the initial installation. Training is expected to take one (1) day or less. The Court will determine the number of employees that will be trained.

- **Warranty**

The initial warranty will cover all hardware and software items for one (1) year. Support will include on-site support if required. The warranty shall include all updates including the client software, any firmware associated with the panels or servers, and all Windows updates relating to servers and panels, if it applies. All updates to virus scanning software shall also be updated in a timely fashion.

- **Delivery**



Quoted prices are to include inside delivery of equipment to a location within the building as called out by the Clerk of the Court.

### B. Project Manager

The Clerk of the Court, or his designee, will provide guidance during the project and final approval and acceptance of the work.

### 3. DURATION OF CONTRACT

Once awarded, the Contract shall remain in force for a period not to exceed one year from the date of award.

### 4. ESTIMATED QUANTITIES

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

### 5. 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. 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 coverages in the same amounts specified above.

**SECTION III  
EVALUATION AND SELECTION PROCEDURES**

**A. TECHNICAL PROPOSAL REQUIREMENTS**

Respondents shall submit one original and Six (6) copies of their technical proposal. When submitting a technical proposal, the following information, at a minimum, must be provided for proper evaluation by the selection committee. **Respondents not providing the following information shall be considered non-responsive.**

1. Respondent shall demonstrate in their technical proposal that they possess the necessary experience to perform the work described herein. This shall be accomplished with the provision of the following groups of information:

A. Detailed background on the respondent and their experience and qualifications. Respondent shall list that they possess the required experience and qualifications.

B. Experience with similar projects.

2. Respondent shall document in their technical proposal the proposed approach to accomplish the requirements and objectives of the work contained herein. Respondent shall submit their methodology for projects that detail how the respondent expects to accomplish the goals outlined in this RFP.

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause B. Your Technical Proposal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response.

**B. EVALUATION CRITERIA**

The evaluation criteria below are intended to be the basis by which each proposal shall be evaluated, measured and ranked. The Maryland Judiciary hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

1. Technical Criteria: Weighted at 60%

A. Background and qualifications of the respondent.

B. Experience with similar projects.

C. The respondent's understanding of the scope of work and the quality and clarity of the written methodology and description of the proposed approach to accomplish the work.

D. Oral Presentations - after the written technical proposals have been scored, the Maryland Judiciary at its discretion, reserves the right to hear oral presentations from those firms judged to be reasonably susceptible of being selected for award. Firms will be given a minimum of 7 days following notification to prepare their oral presentations. Oral presentations will be conducted at a designated Maryland Judiciary location. The oral presentation may not exceed a total of one and a half hours (one hour for a presentation by the firm and one-half hour for questions from the Committee). Each Committee member will score oral presentations on a scale of one to ten.

NOTE: If oral presentations are held, they will be assigned an evaluation weight of 20% of the total technical score and the other criteria will be adjusted proportionally. Maryland Judiciary may elect, at its sole option, elect not to conduct discussions or presentations with respondents.

2. Price Criteria: Weighted at 40%

A. Total price to furnish the services.

Maryland Judiciary may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

Additionally, Maryland Judiciary hereby reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores.

### C. EVALUATION PROCEDURE

1. Evaluation Committee: An evaluation committee shall be approved by the Maryland Judiciary's Director of Procurement and Contract Administration. As a first step in this procurement, a procurement officer may screen proposals to assure that only the ones meeting minimum qualifications are evaluated. The evaluation committee then will review and evaluate all technical proposals received in response to this RFP. As the third step in this procurement, the evaluation Committee will evaluate oral presentations (if required) from those respondents judged to be reasonably susceptible of being selected for award. The Maryland Judiciary will then evaluate the financial proposals submitted by the reduced list.

2. Negotiations: Maryland Judiciary reserves the right to enter into negotiations with the

respondents regarding questions about the technical and financial proposals and resolve differences. Maryland Judiciary reserves the right to then solicit a best and final offer from each remaining respondent.

3. Discretion in Determining Deviations and Compliance: The Maryland Judiciary reserves the right to determine which respondents have met the minimum basic requirements of this RFP. The Maryland Judiciary shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Maryland Judiciary may reject non-conforming proposals. In addition, the Maryland Judiciary may reject in whole or in part any and all proposals, waive minor irregularities, and negotiate with all responsible respondents in any matter deemed necessary to serve the best interests of the State.

PRICE PROPOSAL WORK SHEET  
SOLICITATION NO. K10-0055-19

Respondent shall list all costs associated with the performance of this solicitation on a separate sheet.

A. Price for Hardware \$ \_\_\_\_\_

B. Price for Software \$ \_\_\_\_\_

C. Price for Training \$ \_\_\_\_\_

D. Price for Warranty \$ \_\_\_\_\_

E. Price for Delivery \$ \_\_\_\_\_

F. Hourly Labor Rate \$ \_\_\_\_\_

G. Total Bid Price \$ \_\_\_\_\_

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, 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. K10-0055-19  
SIGNATURE PAGE

DATE PROPOSAL SUBMITTED:

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COMPANY OF RESPONDENT (Print or Type):

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NAME/TITLE OF RESPONDENT (Print or Type):

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ADDRESS OF RESPONDENT (Print or Type):

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

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

SIGNATURE OF RESPONDENT

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

**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:

- (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.

**IDO 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**

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.**

\_\_\_\_\_ By: \_\_\_\_\_  
(Date) (Affiant)