

**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. K10-0066-26I**

**CONSULTANT(S) / INTERNAL AUDIT DEPARTMENT**

**Date of Issuance: September 15, 2009**  
**Bid Due Date and Time: October 14, 2009 12:00 P.M.**

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

D. Questions/Inquiries

The sole point of contact in the Maryland Judiciary for purposes of this RFP are the Procurement Officers, Colleen Cantler, 410-260-1581 or Kevin Jones, 410-260-1411, of the Procurement and Contract Administration Department.

All questions shall be submitted in writing to Colleen Cantler (410-260-1581) 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 [colleen.cantler@mdcourts.gov](mailto:colleen.cantler@mdcourts.gov) or [kevin.jones@mdcourts.gov](mailto:kevin.jones@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 14th, 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. K10-0066-25I; Consultant(s) - Internal Audit Department**, 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. K10-0066-25I, Consultant(s) - Internal Audit Department.**

F. Pre-Proposal Conference and Site Visit

Pre-proposal conference will be held on September 28th, 2009 at 10:00 A.M. at the Judicial Education and Conference Center, 2011D Commerce Park Drive, Annapolis, Maryland 21401, Conference Room #2.

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

Q. Bid/Proposal Affidavit

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

R. Conflict of Interest Affidavit and Disclosure

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

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

pursue other remedies as may be permitted by law or the contract. If the conflict of interest involves an employee of the judiciary, disciplinary action may be taken against the employee.

S. Contract Affidavit

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

T. 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 Ten percent (10%) 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**

### **1. GENERAL**

The Internal Audit Department (IAD) is seeking an experienced IT auditor to provide management remediation support for the Legislative Audit findings regarding the Judicial Information Systems (JIS) department. The IAD is responsible for providing direction on all matters related to audit findings, recommendations and resolutions

The work shall be performed in accordance with the attached specifications and the Maryland Judiciary's Terms and Conditions. The Maryland Judiciary reserves the right to award the contract to a single firm or to two firms at its sole discretion.

### **2. CONTRACTOR'S RESPONSIBILITIES**

#### Audit Finding Remediation Consulting Services Support

The Internal Audit Department (IAD) has the need for an experienced IT auditor to provide management remediation support for the legislative audit findings regarding the Judicial Information Systems (JIS) department. IAD and JIS have embarked on addressing the six findings contained in the audit report, but the need exists for an independent review and verification of the work performed to date.

#### Tasks:

- Will provide senior level project management and analysis for the audit findings.
- Work with the Judiciary's Internal Audit Department staff to provide an assessment on each finding status.
- Demonstrate a proficiency in RACF Zsecure tools to verify corrective actions taken to date and make recommendations for any further actions needed in addressing the data security findings.
- Demonstrate a proficiency in Network Security and Controls procedures in a WAN environment.
- Provide monthly project status reports as designated.

Estimated Hours:      800 Hours (not to exceed 1,100 hours)

#### Assumptions

All work shall be performed at the Maryland Judiciary's location in Annapolis, MD, unless otherwise authorized.

The appropriate members of the JIS technical, business, analytical and/or IAD management staff will be available to work with the consultant(s) to ensure that the necessary levels of communication and knowledge are exchanged accurately and timely.

## Reporting

The consultant(s) will report activity on a weekly basis to communicate progress made on the programs/projects on which they are working to the assigned executive manager and provide written periodic progress status reports as designated.

## Period of Performance

The expected start date is October 26, 2009. This is an “as needed” contract engagement. Work will be scheduled with the consultant(s) as the need arises, but not to exceed 1,100 hours.

## Required Skill Set - General

- Minimum 15 years of total IT experience
- Minimum 7 years IT auditing experience
- Minimum 7 years project management experience in large-scale software development projects
- Excellent communication and documentation skills
- Mentoring skills highly desired
- Database knowledge – logical, relational
- Ability to work effectively within a diverse IT organization

### **3. DURATION OF CONTRACT**

Once awarded, the contract shall remain in force for a period not to exceed two 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 two (2) additional one-year periods at its sole option.

The AOC, at its sole discretion, may grant an adjustment in the total value of the contract to allow for inflationary increases for the extension periods provided, however, 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.

### **4. ESTIMATED QUANTITIES**

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

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 - \$ 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 IT Auditor 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.

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 proposed IT Auditor.

B. Experience with similar projects.

C. The respondent's understanding of the scope of work and the quality and clarity of the written 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 10% of the total technical score and the other criteria will be adjusted proportionally. Maryland Judiciary may elect, at its sole option, not to conduct discussions or presentations with respondents.

2. Price Criteria: Weighted at 40%

A. Total price to furnish the services.

The 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, the 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: The 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.



**AOC SOLICITATION NO. K10-0066-25I**  
**SIGNATURE PAGE**

DATE PROPOSAL SUBMITTED:

\_\_\_\_\_

COMPANY OF RESPONDENT (Print or Type):

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

NAME/TITLE OF RESPONDENT (Print or Type):

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

ADDRESS OF RESPONDENT (Print or Type):

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

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

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

SIGNATURE OF RESPONDENT

\_\_\_\_\_

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

## APPENDICES

### Appendix 1

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

This Contract is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between the State of Maryland, Administrative Office of the Courts (the “State” or “AOC”) and Name of contracting business (*The “Contractor”*).

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

#### 1. Scope of Contract

- 1.1 The Contractor shall provide xxxxxxxxx as described in the attached agreement in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract:
  - Exhibit A: Contract Affidavit
  - Exhibit B: Solicitation (Request for Bids/Proposals or Request for Quote)
  - Exhibit C: Contractor’s Proposal or Quote (includes technical and price proposal)
- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract.
- 1.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

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

## 2. Term of The Contract

Once awarded, the Contract shall remain in force for a period not to exceed xx (xx) years from the date of execution. Upon expiration of the Contract, or upon its earlier termination as provided herein, the AOC reserves the right to rebid or to extend for xx additional xx (x) year periods at its sole option.

AOC, in its sole discretion, may grant an adjustment in the total value of the Contract to allow for inflationary increases for 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.

## 3. Consideration and Payment

3.1 The Contractor shall be compensated for xxx. The total price for the goods/services to be provided by Contractor under the contract shall be **xx dollars (\$)**.

3.2 Payments to the Contractor pursuant to this Contract shall be made no later than thirty days after the acceptance of the support services and receipt of a proper invoice from the Contractor. Each invoice for services rendered must reflect the Contractor's federal tax identification number. Charges for late payment of invoices are prohibited.

3.3 In addition to any other available remedies, if in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

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

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

4.1 "Materials" means reports, programs, documentation, models, methods, techniques, presentations, drawings, studies, specifications, estimates, tests, software, designs, graphics, computations, and data provided by the Contractor.

4.2 "Products" means (i) a machine, its features, conversions, upgrades, elements or accessories, or any combination of them, provided by the Contractor, and (ii) any of the following provided by the Contractor: machine readable instructions, a collection of machine readable data, such as a database; and related license Materials, including documentation and listings, in any form.

4.3 "System" means the system as provided by this Agreement

4.4 "Type I Materials" means Material that is created under this Agreement.

- 4.5 “Type II Materials” means Material existing before this Agreement, or developed during, but independent of this Agreement, in which the Contractor or third parties have all right, title, and interest.

## 5. Ownership and Rights in Data

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

### 5.1

Contractor agrees to furnish the AOC with copies of the following (all of which, for purposes of this Agreement, shall be deemed Type I Materials): computations, computer files, data, model(s), transmittal letters, response letters, and all other documents or correspondence pertinent to the operation of the System produced or received as part of this Agreement. In addition, all hardware and Type I software necessary to the System’s performance in accordance with the terms of this Agreement are, and shall remain, the exclusive property of the AOC. Licenses for all Type II Materials (e.g., “off the shelf” software) shall be provided to the AOC with all rights to use the Type II Materials. The Contract shall provide to the AOC copies of all end user software licensing agreements for all Type II Materials, which licensing agreements shall be in accordance with the OEM’s standard software license, paid-up licenses through the maintenance period (no upgrades included thereafter), and provided at no additional cost to the AOC. Nothing in this Agreement shall prevent the Contractor from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement on behalf of itself and its future customers.

### 5.2

The AOC shall be the owner of all Type I Materials and shall be entitled to use them without restriction and without compensation to the Contractor other than specifically provided in this Agreement. The Contract shall have no liability or responsibility for use of the Type I Materials by the AOC beyond their specified use as part of the System as provided by the Contractor in accordance with this Agreement. The Contractor may retain one copy of the Type I Materials, but may not, without prior written consent of the AOC, be entitled to use, execute, reproduce, display, perform, distribute (internally or externally) copies of, or prepare derivative works based on Type I Materials or authorize others to do any of the former. The AOC may duplicate, use, and disclose in any manner and for any purpose whatsoever, and allow others to do so, all Type I Materials.

### 5.3

The Contractor agrees that, at all times during the terms of this Agreement and thereafter, the Type I Materials shall be “works for hire” as that term is interpreted under U.S. copyright law. To the extent that any Type I Materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including

all intellectual property rights) to all such Type I Materials created under this Agreement, and will cooperate with the AOC in effectuating and registering any necessary assignments.

- 5.4 The AOC shall retain full ownership over any materials that it provides to the Contractor under this Agreement.

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

- 6.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 6.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 6.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 6.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

**7. Patents, Copyrights**

- 7.1 If the Contractor furnishes any design, device, material, process, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
- 7.4 If the Contractor obtains or uses for purposes of this Contract any design, device,

material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, its Officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Contract awarded.

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

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

**10. Maryland Law** The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article 12-204.

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

**12. Non-discrimination in Employment** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**13. Contingent Fee Prohibition** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

**14. Non-availability of Funding** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not

from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

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

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

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

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

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

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

Maryland certain specified information, to include disclosure of beneficial ownership of the business.

**21. Political Contribution Disclosure** The Contractor shall comply with the provisions of Title 14 of the Election Law of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

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

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

**24. Cost and Price Certification** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of [ *Insert proper date* ] . The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of [ *Insert proper date* ] was inaccurate, incomplete, or not current.

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

**26. Indemnification**

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

26.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any

character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

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

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

**28. Conflict of Interest**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

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

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

**Contractor:**

In Witness Whereof, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved for form and legal sufficiency, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

**Contractor**

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

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

**Reviewed:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator  
Date: \_\_\_\_\_

**State of Maryland:**

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

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

**Appendix 2**

BID/PROPOSAL AFFIDAVIT  
ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE AND PROCUREMENT  
AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]\_\_\_\_\_ and the duly authorized representative of [Contractor] \_\_\_\_\_ and that I possess the legal authority to make the Affidavit on behalf of myself and the Contractor for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had a probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons) involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) been convicted of any criminal violation of a state or federal antitrust statute;
- (3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C.  1961 seq., or the Mail Fraud Act,

18 U.S.C. § 1341, *et seq.*, for acts arising out of the submission of proposals or proposals for a public or private contract;

(4) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

(7) admitted in writing or under oath, during the course of an official investigation or other proceeding, act or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or the person(s) involved and their current positions and responsibilities with the Contractor, and the status of an debarment]:

#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the persons(s) involved and their current positions and responsibilities with the Contractor, the grounds for the debarment or suspension, and the details of each person=s involvement in any activity that formed the ground for the debarment or suspension];

#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, *et seq.*, of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

#### F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above Contractor, has knowingly entered into a contract with a public body under which a person debarred or suspended

under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every Contractor that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the Contractor is to receive in the aggregate \$100,000 or more shall, within thirty (30) days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above Contractor will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including 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.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

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

**By:** \_\_\_\_\_  
(Authorized Representative and Affiant)

**Appendix 3**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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E. The bidder or offeror agrees that if an actual or potential **conflict of interest** arises after the date of this **affidavit**, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

**Appendix 4**

**CONTRACT AFFIDAVIT**

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)