

JUDICIARY

STATE OF MARYLAND

ADMINISTRATIVE OFFICE OF THE COURTS

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

K11-0018-25

REQUEST FOR BID

**JANITORIAL SERVICES FOR
THE JUDICIARY EDUCATION & CONFERENCE CENTER
AND THE ADMINISTRATIVE OFFICE OF THE COURTS WAREHOUSE**

ISSUE DATE: MAY 18, 2010

DUE DATE: JUNE 11, 2010

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

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Section I

A. Summary Statement

The contractor will provide full-time janitorial services for the Maryland Judiciary Education and Conference Center located at 2011 D, Commerce Park Drive, Annapolis, MD and the Administrative Office of the Courts Warehouse located at 2003 D Commerce Park Drive, Annapolis, MD 21401.

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

B. Background n/a

C. Procurement Office Mailing Address

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

D. Questions/Inquiries

All questions shall be submitted in writing to Karen Hoang. Questions will be accepted by Fax at (410) 260-1749

E. Closing Date

Sealed bids shall arrive at the aforementioned office no later than 12: 00 p.m. on or before June 7, 2010 in order to be considered. Offerors who mail bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Office. Bids or unsolicited amendments to bids arriving after the closing time and date will not be considered. Bids are to be marked on the outside of the envelope.

F. Site Survey/Pre-Bid Conference will be held on **May 24, 2010 at 10:00 a.m. at the Judiciary Education and Conference Center, 2011 D Commerce Park Drive, Annapolis, MD 21401.**

G. Bid Opening

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

H. Duration of Bid Offer

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

I. Addenda to the Solicitation

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

J. Cancellation of Solicitation

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

K. Incurred Expenses

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

L. Economy of Preparation

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

M. Public Information Act Notice

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

N. Subcontractors

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

O. Type of Contract

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

General Contractual Conditions

Any contract resulting from this RFB will contain the general provisions included in Appendix.

1. Additionally, this RFB, including the Statement of Work and the successful Offeror's proposal will be incorporated by reference and made a part of the contract.

Q. Bid/Proposal Affidavit

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

R. Contract Affidavit

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

S. Competitive Sealed Bid Procurement Method

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

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

T. Minority Business Enterprises

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

An MBE subcontract participation goal of zero (0 %) of the total current amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this amount of the contract will be performed by minority business enterprises.

If 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
Outreach Efforts Compliance Statement

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

Note: ALL MINORITY FIRMS MUST BE CERTIFIED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT), IF THE MBE FIRM CHOSEN IS NOT MDOT CERTIFIED THE BID/PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

Section II – Specifications

Scope of work

1. The contractor will provide full-time janitorial services for the Judiciary Education and Conference Center located at 2011 D Commerce Park Drive, Annapolis, MD and The Administrative Office of the Courts Warehouse located at 2003 D Commerce Park Drive, Annapolis, MD 21401

1) Judiciary Education & Conference Center, 2011D Commerce Park Drive
47,538 square feet

2) AOC Warehouse, 2003 A, B, C, D, E, F , 2001 C,D Commerce Park Drive
24,685.00 square feet

For all spaces , approximately 10 kitchens and 22 restrooms.

TOTAL: 72,223 square feet

Option: location 2001 E, F will be added after occupancy with total square feet is 12,500, includes two restrooms and one kitchen.

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

B. Contractor's Responsibilities

HOURS WHEN WORK MAY BE PERFORMED

For the Judiciary Education & Conference Center. :

Cleaning to begin at 4:30 p.m. or later if there are events occurring at Center. Some offices may request cleaning during day.

The Administrative Office of the Courts Warehouse to be cleaned during the normal business hours of operation.

2. SUPPLIES

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

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

3. JANITORIAL TASKS FOR THE JUDICIARY EDUCATION & CONFERENCE CENTER

3.1 OFFICE AREAS

DAILY:

1. Dust mop all hard areas. Hard floors to be damp mopped using a neutral cleaner.
2. Vacuum all carpeting and rugs, ledge to be vacuumed as necessary. Spot clean carpet.
3. Empty all waste receptacles. Replace liners as needed. Dispose of same to a trash dumpster furnished by the client.
4. All painted surfaces to be kept free of fingerprints, smudges, and all foreign matter.
5. Dust all office furniture.
6. Remove smudges from all glass and tabletops.
7. When desks are completely cleared, dust thoroughly.
8. Entrance glass doors to be washed, interior and exterior.
9. All lights will be turned off and doors closed and locked upon completion of work in each area if done after hours. Check all windows and adjust blinds to original position.

WEEKLY:

1. Dust all partition glass ledges, louvers, grills and vents.

2. Dust all furniture.

MONTHLY:

1. Dust all picture frames, charts and other wall hangings.
2. Dust all Venetian blinds.

QUARTERLY:

1. All interior partition glass to be washed.
2. All lighting fixtures to be dusted.

SEMI-ANNUALLY:

1. All vertical surface walls and woodwork to be dusted.

3.2 RESTROOMS

DAILY:

1. Sweep and mop all flooring with a germicidal cleaner having an AOC phenol coefficient of six or better.
2. Fill all restroom dispensers. Paper towels, toilet paper, hand soap, feminine products will be included.
3. Empty all waste receptacles. Dispose of same to a trash dumpster furnished by the client.
4. Clean and disinfect all commodes, urinals and sinks. Leave toilets in the up position.
5. Damp wipe all wall surfaces, wainscoting and dispensers.
6. Wash and polish mirrors and enameled surfaces.
7. Traps shall remain free of odor at all times. Traps are to be flushed weekly.
8. Dust all sills, partitions, ledges and shelves.
9. Clean and wipe dry all pipes under sink.
10. Remove spots from walls. Spot clean stall, doorjambs and doorplates.

11. Report toilet stoppage, leaky faucets, etc., to Facility Coordinator in the Administrative Office of the Courts or as instructed.

WEEKLY:

1. Wash thoroughly and wiper dry with a disinfectant/germicidal cleaner the partitions, the inside and outside of waste cans, sanitary disposal units and tiled walls.
2. Flush floor traps.

MONTHLY:

1. All surfaces, partitions, doors, window frames, and sills shall be damp wiped clean.

SEMI-ANNUALLY:

1. Scrub all restroom floors.
2. Wipe down all restroom surfaces.

3.3 LUNCHROOMS & COFFEE AREA

DAILY:

1. All tile flooring to be damp mopped using a neutral cleaner.
2. Empty wall waste receptacles. Replace liners. Dispose of same to a trash dumpster furnished by the client.
3. Thoroughly vacuum all carpeted areas.
4. Table tops to be wiped down with a damp cloth.
5. Kitchen sinks to be cleared and wiped dry.
6. Counter tops to be wiped down with a damp cloth.
7. Wipe off exterior of stove, refrigerator and microwave.

WEEKLY:

In 2011 A, B, C, D, wipe/clean 2 microwave interiors and 2 refrigerator interiors weekly in two kitchenettes in training area only.

MONTHLY:

1. Dust all picture frames and other wall hangings.

BI-WEEKLY:

1. Spray buffs all tiled floors.

QUARTERLY:

1. Wash all interior partition glass. Wipe frames.

SEMI-ANNUALLY:

1. All vertical surfaces, walls and woodwork to be dusted.
2. All tile areas to be machine scrubbed and refinished.

3.4 CORRIDORS

DAILY:

1. All carpeting and walk-off mats to be vacuumed and spot cleaned.
2. Water fountains to be cleaned and polished.
3. All painted surfaces to be kept free of fingerprints, smudges and foreign matter.
4. Wash glass entrance doors - interior and exterior.
5. Completely dust mops all lobby floor areas using a chemically treated dust mop.
6. Damp mop all hard surfaced floor using a neutral cleaner.
7. Clean and polish all brass and bright metal threshold and kick plates.
8. All sand urns to be emptied and wiped clean; cigarette butts to be removed.
9. Keep outside areas around the doors swept clean.
10. Spot clean doors, partition glass and walls.
11. Clean all janitorial closets at the end of the shift.

WEEKLY:

1. Dust all high surfaces, walls and woodwork, sills, ledges, molding, doorframes, pictures and vents.

QUARTERLY:

1. Wash all interior partition glass - interior and exterior.

3.5 COMPUTER TRAINING ROOM*

All office area specifications will apply as well as:

1. Wipe all tables.
2. Wipe down all white boards, black boards and chalk ledges.

*Area is secured and must be cleaned each day by 4:30 PM.

3.6 TRAINING ROOM

All enclosed specs for office areas will apply as well as:

DAILY:

1. Wipe down all white boards, black boards and chalk ledges.
2. Wipe all tables.
3. Vacuum daily.

*Clean secured areas, Computer Training, Media Control, Client Protection Fund, Board of Law Examiners, Attorney Grievance Commission Executive Secretary, Jeri Kavanaugh, Larry Jones, before 4:30 PM - before employees leave site.

4. JANITORIAL TAKS FOR ADMINISTRATIVE OF THE COURTS WAREHOUSE

4.1 OFFICE AREA

DAILY:

1. Dust mop all hard areas. Hard floors to be damp mopped using a neutral cleaner.

2. Vacuum all carpeting and rugs, ledge to be vacuumed as necessary. Spot clean carpet as needed.
3. Empty all waste receptacles. Replace liners as needed. Dispose of same to a trash dumpster furnished by the client.
4. All painted surfaces to be kept free of fingerprints, smudges, and all foreign matter.
5. Dust all office furniture.
6. Remove smudges from all glass and tabletops.
7. When desks are completely cleared, dust thoroughly.
8. Entrance glass doors to be washed, interior and exterior.
9. All lights will be turned off and doors closed and locked upon completion of work in each area if done after hours. Check all windows and adjust blinds to original position.

WEEKLY:

1. Dust all partition glass ledges, louvers, grills and vents.
2. Dust all furniture.

MONTHLY:

- Dust all picture frames, charts and other wall hangings.
- Dust all venetian blinds.

QUARTERLY:

- All interior partition glass to be washed.
2. All lighting fixtures to be dusted.

SEMI-ANNUALLY:

- All vertical surface walls and woodwork to be dusted.

4.2 RESTROOM

DAILY:

1. Sweep and mop all flooring with a germicidal cleaner having an AOC phenal coefficient of six or better.
2. Fill all restroom dispensers. Paper towels, toilet paper, hand soap, feminine products will be included.
3. Empty all waste receptacles. Replace liners as needed. Dispose of same to a trash dumpster furnished by the client.
4. Clean and disinfect all commodes, urinals and sinks. Leave toilets in the up position.
5. Damp wipe all wall surfaces, wainscoting and dispensers.
6. Wash and polish mirrors and enameled surfaces.
7. Traps shall remain free of odor at all times. Traps are to be flushed weekly.
8. Dust all sills, partitions, ledges and shelves.
9. Clean and wipe dry all pipes under sink.
10. Remove spots from walls. Spot clean stall, door jambs and door plates.
11. Report toilet stoppage, leaky faucets, etc. to Administrative Office of the Courts as instructed.

WEEKLY:

1. Wash thoroughly and wipe dry with a disinfectant/germicidal cleaner the partitions, the inside and outside of waste cans, sanitary disposal units and tiled walls.

MONTHLY:

1. All surfaces, partitions, doors, window frames, and sills shall be damp wiped clean.

SEMI-ANNUALLY:

1. Scrub all restroom floors.
2. Wipe down all restroom surfaces.

4.3 KITCHEN AREA

DAILY:

1. All tile flooring to be damp mopped using a neutral cleaner.
2. Empty wall waste receptacles. Dispose of same to a trash dumpster furnished by the client.
3. Thoroughly vacuum all carpeted areas.
4. Table tops to be wiped down with a damp cloth.
5. Kitchen sinks to be cleared and wiped dry.
6. Counter tops to be wiped down with a damp cloth.
7. Wipe off exterior of refrigerator and microwave.

MONTHLY:

1. Dust all picture frames and other wall hangings.

BI-WEEKLY:

1. Spray buff all tiled floors.

QUARTERLY:

1. Wash all interior partition glass. Wipe frames.

SEMI-ANNUALLY:

1. All vertical surfaces, walls and woodwork to be dusted.
2. All tile areas to be machine scrubbed and refinished.

4.4 WAREHOUSE AREA

1. Wet mop all warehouse areas twice a year.

5.GENERAL

- 5.1 Throughout the cleaning operation, only the highest-grade materials will be used.
- 5.2 A competent supervisor will be on the premises at all times while the work is being

performed.

5.3 At regular intervals, inspections will be conducted by an executive and /or his designated representative.

5.4 After cleaning is completed, all lights will be turned off, windows checked and doors locked. The Contractor will notify the Client of any irregularities, such as defective wiring, faulty lighting, locks, and /or unusual damage by the tenant.

Upon completion of cleaning, all equipment shall be stored.

5.6 The Contractor shall furnish all labor, supervision equipment, and cleaning materials (unless otherwise specified) needed to perform this maintenance service contract.

6. CARE OF FLOOR

6.1. Floor Maintenance - General:

For all operations where furniture and equipment must be moved, upon completion of the work, and all furniture and equipment must be returned to its original position.

Baseboards, walls, stairs, furniture and equipment shall in no way be splashed or damaged during the floor maintenance operation.

Safety precautions shall be taken during all floor maintenance operations to insure that wet floor signs are placed at the beginning and end of any wet floor surfaces.

6.2. Sweeping and Damp Mopping:

All floors shall be clean and free of dirt streaks.

All dirt shall be removed from corners, behind doors, etc.

6.3. Wet Mopping and Scrubbing:

(1) The floors shall properly prepared, thoroughly swept to remove all dirt and debris; removal of all foreign matter before any floor scrubbing operation.

(2) After the completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, wet mop marks, etc., and properly rinsed.

(3) When scrubbing is designated, it shall be performed by machine or by hand with a

brush.

6.4. Stripping:

Remove all old finish or wax from floors using a concentrated solution of a liquid cleaner. Cleaner is to be applied with a mop, and scrubbed with a floor machine. All foreign matter shall be removed. Corners and other areas that floor machines cannot reach will be hand cleaned. Cleaning solution shall be taken up with a mop or a wet vac and the floor rinsed with clean water to remove all traces of any residue.

6.5. Finishing:

Apply a minimum of three coats of floor finish allowing sufficient drying time between coats.

6.6. Spray Buffing:

Spray buff floor using a floor machine and a spray buff pad.

6.7. High Speed Buffing:

Whenever large areas need high frequency floor maintenance, high-speed floor machines shall be used for buffing these areas to a high shine.

6.8. Carpeted Areas:

Carpets are to be cleaned twice a year. Spot clean as necessary.

Remove all old finish or wax from floors using a concentrated solution of a liquid cleaner. Cleaner is to be applied with a mop, and scrubbed with a floor machine. All foreign matter shall be removed. Corners and other areas that floor machines cannot reach will be hand cleaned. Cleaning solution shall be taken up with a mop or a wet vac and the floor rinsed with clean water to remove all traces of any residue.

7. Holidays: Employees of the Contractor will observe the Client's scheduled holidays, and services will not be performed when the job site is closed, unless otherwise specified herein. As a minimum, the Contractor observes the following holidays:

New Years Day	Labor Day	M. L. King, Jr. Day
Memorial Day	Thanksgiving Day	President's Day
Independence Day	Christmas Day	

8. Employees of the Contractor shall not disturb papers on desks, open desks or file.

9. The Contractor and Client agree that neither party will contract or employ, or make an offer to contract or employ, any current or terminated employee or subcontractor of the other, during the term of this Agreement, for the period of twelve (12) months after the termination of said Agreement, unless written approval is given by either party.

C. Maryland Judiciary responsibilities

1. The Judiciary will supply the contractor with light, heat, power, hot and cold water for the cleaning of the building. (Note: Hot water temperature is regulated by the State's energy guideline and cannot be increased above the current guidelines temperature.)

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

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

D. Duration of Contract

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

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

E. Estimated Quantities

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

F. Payment

Subject to the performance of services and its acceptance by the AOC, successful respondent

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

G. Indemnification of the Administrative Office of the Courts

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

The AOC and Judiciary have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

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

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

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

H. Insurance Requirements

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

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

The Insurance Certificate mentioned hereinabove must be received by the AOC Office of

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

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

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

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

A. WORKER'S COMPENSATION

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

B. LIABILITY INSURANCE

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

1. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of

occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

2. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

C. COMPREHENSIVE AUTOMOBILE LIABILITY

Limit of Liability - \$ 5,000,000 Bodily Injury
\$ 5,000,000 Property Damage

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

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

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

E. SUBCONTRACTOR'S INSURANCE

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

PRICE WORK SHEET

SOLICITATION NO. K11-0018-25
THE JUDICIARY EDUCATION & CONFERENCE CENTER
AND THE ADMINISTRATIVE OFFICE OF THE COURTS WAREHOUSE

Janitorial Service as specified:

1) JUDICIARY EDUCATION AND CONFERENCE CENTER, 2009A, 2011 D Commerce Park Drive, Annapolis, MD 21401 (47,538 square feet)

\$ _____ x 12 = \$ _____ x 3 years = \$ _____
Month Year

2) AOC WAREHOUSE, 2003 A,B,C,D, E,F , 2001C,D Commerce Park Drive, Annapolis, MD 21401 (10,500 square feet.)

\$ _____ x 12 = \$ _____ x 3 years = \$ _____
Month Year

TOTAL BASE BID:

\$ _____ Per year x 3 years \$ _____

Option: location 2001 E, F will be added after occupancy.

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

Bid Compiled By: _____

Title: _____

Company: _____

AOC. SOLICITATION NO. K11-0018-25

JANITORIAL SERVICES FOR
SIGNATURE PAGE

DATE BID SUBMITTED: _____

COMPANY OF RESPONDENT (Print or Type): _____

NAME/TITLE OF RESPONDENT (Print or Type): _____

ADDRESS OF RESPONDENT (Print or Type):

TELEPHONE _____ FACSIMILE _____

FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO. _____

SIGNATURE OF RESPONDENT _____

ACCEPTED FOR AOC: _____

Appendix 1

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

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

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

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

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

2. Scope of Contract.

2.1 The Contractor shall provide services as described in the Contractor's proposal in accordance with the terms and conditions of this Contract and the Exhibits attached to this Contract and incorporated as part of this Contract.

Exhibit A: RFB _____.

Exhibit B: The Contractor's Bid dated _____.

2.2 If there are any inconsistencies between the Contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between any of the Exhibits, the terms of Exhibit A shall prevail.

2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under section 2.4.

2.4 Except as otherwise provided in this Contract, if any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

2.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause.

Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

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

4. Consideration and Payment

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

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

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

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

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

6. Patents, Copyrights.

6.1 If the Contractor furnishes any design, device, material, process, or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the

State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in section 7.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

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

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also will pay all damages and costs that by final judgment might be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in section 7.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

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

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

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

9. Maryland Law. The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

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

11. Non-discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

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

14. Termination for Cause. If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

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

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

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

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

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

20. Political Contribution Disclosure. The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$100,000 or more, shall, on or before February 1 of the following year, file with the State Administrative Board of Election Laws certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

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

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

23. Cost and Price Certification. By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of *[insert date of last financial proposal]*. The price under this Contract and any change order or modification

hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of _____ [date], was inaccurate, incomplete, or not current.

24. Subcontracting and Assignment.

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

25. Indemnification.

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

25.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

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

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

26. Insurance

The Contractor shall at all times during the term of the Contract maintain in full force and effect the policies of insurance required by this Section. The Contractor, if requested by AOC, shall provide certified true copies of any and all of the policies of insurance to AOC.

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

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

the right to award the Contract to another respondent. **Time is of the essence.**

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

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

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

A. WORKER'S COMPENSATION

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

B. LIABILITY INSURANCE

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

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

C. COMPREHENSIVE AUTOMOBILE LIABILITY

Limit of Liability - \$ 5,000,000 Bodily Injury
\$ 5,000,000 Property Damage

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

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

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

E. SUBCONTRACTOR'S INSURANCE

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

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

If to the Department:

Susan Howells., Executive Director
Department of Procurement and Contract Administration
Administrative Office of the Courts
Maryland Judicial Center
580 Taylor Avenue
Annapolis, MD 21401
Tel: 410-260-1410

If to the Contractor:

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

State of Maryland

Contractor

Appendix 2

BID/PROPOSAL AFFIDAVIT

**ANTI-BRIBERY, NON-COLLUSION, FINANCIAL DISCLOSURE
AND PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons) involved, and their current positions and responsibilities with the Contractor]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) been convicted of any criminal violation of a state or federal antitrust statute;

(3) been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of proposals or proposals for a public or private contract;

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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.

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)

CONTRACT AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE

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

2. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic _____
foreign _____ (check one) corporation registered in accordance with the Corporations and Associations
Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual
reports, together with filing fees, with the Maryland State Department of Assessments and Taxation,
and that the name and address of its resident agent filed with the State Department of Assessments and
Taxation is:

Name: _____

Address: _____

(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has
arranged for payment of all taxes due to the State of Maryland and has filed all required returns and
reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and
the Employment Security Administration, as applicable, and will have paid all withholding taxes due
to the State of Maryland prior to final settlement.

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

(Date) By: _____
(Affiant)